

MASTER AGREEMENT

BETWEEN

ONEKAMA CONSOLIDATED SCHOOLS

AND

ONEKAMA TRANSPORTATION ASSOCIATION
MEA/NEA

2017-2018

Table of Contents

Article	Page
Article 1, Purpose	1
Article 2, Recognition	1
Article 3, Union Rights	1
Article 4, Management Rights	2
Article 5, Bargaining Unit Member Rights and Protections	3
Article 6, Grievance Procedure	5
Article 7, School Closure/Dismissal	8
Article 8, Work Year, Workweek, Workday	8
Article 9, General Working Conditions	9
Article 10, Conditions of Employment	10
Article 11, Seniority	12
Article 12, Vacancies	12
Article 13, Reduction in Personnel, Layoff, and Recall	13
Article 14, Paid Leaves	15
Article 15, Unpaid Leaves	16
Article 16, Wages and Longevity	16
Article 17, Miscellaneous	17
Article 18, Duration of Agreement	18

ARTICLE 1

Purpose

This Agreement entered into this ___ day of September, 2017, by and between the Onekama Transportation Association-MEA/NEA ("Union") and Onekama Consolidated Schools Board of Education ("Employer"), is pursuant to the Public Employment Relations Act, 1947 PA 336, as amended ("PERA"), to set forth the wages, hours, terms and conditions of employment for member of the bargaining unit.

ARTICLE 2

Recognition

2.1 Bargaining Unit Defined

The Onekama Consolidated Schools Board of Education hereby recognizes the Onekama Transportation Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 *et. seq.*; MSA 17.455(1) *et. seq.*, (PERA), for all full-time and regular part-time, probationary and non-probationary bus drivers of Onekama Consolidated Schools. Excluded are supervisors, executives, substitutes and all other employees.

2.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

ARTICLE 3

Union Rights

3.1 Information

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

3.2 Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

3.3 Equipment

The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall be the only employee organization that shall have the right to use and/or have access to Employer facilities and equipment.

ARTICLE 4 **Management Rights**

4.1 Rules and Policies

The employer, on its behalf, and on behalf of the electors of the school district, hereby retains and reserves unto itself, all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the law, including but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees while at work.
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, assign work including extra duties to employees, determine the size of the work force, and to lay off employees.
- C. To determine the number of shifts and hours of work and starting times and scheduling of all the foregoing; the right to establish, modify or change any work or business hours or days.
- D. To determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
- E. To adopt reasonable rules and regulations.
- F. To determine the qualifications of employees, including physical conditions.
- G. To determine all financial and educational policies.

- H. To determine the size of the management organization, its functions, authority, amount of supervision and table the organization.
- I. To determine the placement of operation, production, service, maintenance or distribution of work, and the source of materials and supplies.
- J. To determine the policy affecting the selection, testing or training of employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

ARTICLE 5

Bargaining Unit Member Rights and Protections

- A. The Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, participation in any activities of the Association or collective professional negotiations with the Board, or his institution or any grievance, complaint or proceeding under this agreement or otherwise with respect to terms or conditions or employment.
- B. Just Cause No bargaining unit member shall be disciplined, reduced in rank or compensation, or discharged without just cause. Any such discipline shall be subject to the grievance procedure, including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Union no later than the time discipline is imposed.

A bargaining unit member shall be entitled to have a Union representative of their choice at any meeting which may or shall lead to disciplinary action.

- Should disciplinary action be likely to occur at a meeting or occur as a result of a meeting, the district shall inform the bargaining union member prior to the start of the meeting and shall advise the bargaining unit member of their right to have a union representative present.
- If any employee participates in a meeting and during the course of that meeting believes it will or shall lead to discipline, the employee may request union representation and no further action shall take place until such representative is present.

To encourage the employee to meet required standards of conduct in relation to

the performance of his/her work, a system of progressive discipline shall be applied fairly to all members of the bargaining unit. The severity of the violation, including but not limited to intoxication on the job, assault with intent to do bodily harm, sexual misconduct, criminal investigation, may dictate the omission of any step(s). In such cases the district shall inform the Association President and/or the MEA UniServ Director in a timely manner and that for purposes of such action, "timely" shall mean the same day, unless there is justifiable cause to delay such notice.

Informal Discipline

1. verbal warning;
2. written warning;

Formal Discipline

1. written reprimand;
2. suspension with pay, pending a "just cause" hearing;
3. suspension without pay; and,
4. dismissal for just cause.

Written warnings or reprimands or suspensions shall be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning, reprimand or suspension shall be given to the bargaining unit member and the Union. Any complaint not called to the attention of the bargaining unit member, within five (5) work days, may not be used in any disciplinary action against the bargaining unit member.

Any bargaining unit member who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to their appropriate administrator. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

No religious or political activities of any employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to his/her employment. The private and personal life of any bargaining unit member is not within the appropriate concern or attention of the Employer.

- C. The Board recognizes and will not directly or indirectly interfere with the rights of the employees to be members of the Union and will not discriminate against employees on account of union membership activities. The Board will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, sexual orientation, marital status, physical characteristics or handicap, or place of residence.
- D. Each bargaining unit member shall have the right upon request to review the contents of their own personnel file maintained by the school. A representative of the Association may, at the employee's request, accompany the member in this review. The review shall be made in the presence of the administrator responsible for the safekeeping of the file. Should a request be made for personnel file information under the Freedom of Information Act, the employer will notify the bus driver before any information is released.
- E. All communications, including evaluations by Onekama administrators, commendations, and validated complaints directed toward the employee which are included in the personnel file, shall be called to the employee's attention at the time of inclusion.
- F. No employee shall be required to provide school health services except in an emergency situation.

ARTICLE 6

Grievance Procedure

6.1 Definition

- A. A grievance shall be defined as an alleged violation of the expressed terms and provisions of this Agreement.
- B. The discipline or discharge of an employee during the employee's probationary period shall not be subject to the Grievance Procedure.
- C. Any matter for which there is recourse under State or Federal statutes shall not be the basis for any grievance filed under and shall not be subject to the Grievance Procedure of this contract.
- D. The Union may call in a representative of the Michigan Education Association at any time.

6.2 Procedures

- A. The Association shall handle all grievances brought forward by the Association or a member. The grievant may be present at all meetings (at their option) regarding

the grievance. The Board hereby designates as its representative for such purpose the Principal in each building and the Superintendent of Schools or his/her designee.

- B. The term “days,” as used herein, shall mean scheduled workdays during the school year.
- C. Grievance(s) shall be submitted in writing and shall contain the following:
 - 1. It shall be signed by the grievant or the Association representative.
 - 2. It shall contain a statement of the alleged violation of this agreement.
 - 3. It shall cite the article, section and subsection of this agreement that was allegedly violated.
 - 4. It shall contain the date(s) the alleged violation took place.
 - 5. It shall specify the relief requested.
- D. Every effort shall be made to settle the grievance in a timely matter. The number of days indicated at each step should be considered as the maximum, and every effort should be made to expedite the process. The parties may, however, agree in writing to extend the time limits at any step.
- E. Nothing herein contained shall be construed as limiting the right of any individual employee to present a grievance to school officials and/or the Board and to have those grievances adjusted without the intervention of the Association, except that the adjustment shall not be inconsistent with this Agreement, and the Association shall be given the opportunity to be represented at such meeting.

6.3 Hearing Levels

Level 1: In the event an employee believes there is a basis for a grievance, he/she shall first discuss the matter with his/her immediate Supervisor, accompanied by his/her Association Representative, within ten (10) days of the occurrence or knowledge of the events giving rise to the concern, in an effort to resolve it. A brief notation of the date and subject matter discussed shall be signed, and a copy of same shall be provided to both parties. The Supervisor shall render a decision within ten (10) days of the discussion.

Level 2: If, after the informal discussion with the Supervisor, the employee is not satisfied with the disposition of the grievance at level 1, the grievant and his/her Association Representative shall, within five (5) days of the Level 1 decision, file a written grievance with the member’s Supervisor.

The Supervisor shall respond, in writing, within five (5) days of his/her receipt of the written grievance. If the grievance is denied, the Supervisor shall state his/her reasons, in writing.

Level 3: If the Association is not satisfied with the Supervisor's decision, the Union shall refer the grievance to the Superintendent within five (5) days from receipt of the decision. The Superintendent's decision will be given, in writing, to the Association within five (5) days of the meeting.

Level 4: If the Superintendent's decision is still unacceptable, then the Union, within five (5) days after receiving the Superintendent's decision, may appeal, in writing, the grievance to the Secretary or President of the Board of Education. A meeting will be held as soon as possible, but within thirty (30) days with the School Board and the Union's Representative to discuss the grievance. The Board shall answer the grievance, in writing, within five (5) days after the meeting.

Level 5: If the Union is not satisfied with the Board's decision, the Union may appeal the grievance to arbitration with fifteen (15) days by filing a written appeal with the American Arbitration Association.

The Arbitrator's decision shall be in writing and will set forth his/her finding of fact, reasoning and conclusions on the issues submitted.

The Arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.

The Arbitrator's authority shall be limited to deciding whether a specific provision of this Agreement has been violated and shall be subject to, in all cases, the rights, responsibilities and authority of the parties under applicable laws. The Arbitrator shall not usurp the functions of the Board in the proper exercise of its judgment and discretion under the law and this Agreement.

The decisions of the Arbitrator shall be final and binding.

The Arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear its own expenses in connection therewith.

6.4 Miscellaneous Conditions

- A. Employees attending bargaining or grievance meetings shall not be paid extra, nor lose time, for attending such meetings.
- B. Notwithstanding the expiration of this Agreement, any claim or grievance arising

thereunder may be processed through the grievance procedure until resolution.

- C. In the computation of days within which the steps in Section 1 must be taken, “workdays” shall be construed and interpreted to mean “workdays” during the academic year. Between June 1 and August 31, any request, with a statement of reasons, to postpone the timelines to a future date by either party shall be granted, but shall not exceed a period that extends beyond the second, full week of September, unless mutually agreed upon.
- D. Time Limits - Grievances not appealed within the time limits by the Union, unless such limits are extended by mutual consent, shall be considered withdrawn. Grievances not answered by the Board within the time limits, unless such time limits are extended by mutual consent, shall be considered denied.

ARTICLE 7

School Closure/Dismissal

7.1 School Closing

When an act of God, or an Employer directive, forces the closing of school the bargaining unit members shall be excused from reporting to duty without loss of pay. In the event that the district is required by law, or an act of the legislature, to make up days due to school closings, the employees will work those days without pay. In the event an employee is unable to work a make-up day due to special circumstances, as determined by the superintendent, the employee may be able to use a personal day or sick day instead of losing a day’s pay.

ARTICLE 8

Work Year, Workweek, Workday

8.1 Work Year

The work year for all bargaining unit members shall be the number of school days per year, as scheduled by the Board of Education, plus 1 in-service day, 1 parent contact/route day and 2 driver certification days.

8.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid or unpaid leave, or other break pursuant to this Agreement.

8.3 Work Day

The work day for all bargaining unit members shall be as follows.

- A. Bus Drivers: As per scheduled run. Runs shall be scheduled according to the system set out in Article 10 of this Agreement. It is understood that senior drivers shall be allowed to drive the maximum number of hours that their driving schedule will permit.

8.4 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties.

8.5 Overtime Pay

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over forty (40) in a regularly scheduled work week.

8.6 Substitutes

- A. The Employer shall provide substitutes as required by the absence of a regular bargaining unit member; however, substitutes shall not be placed to perform the work of an absent regular bargaining unit member until other bargaining unit members have been offered the work. A substitute shall only perform the work in a position that remains if no regular bargaining unit member is available to perform the work.

ARTICLE 9 **General Working Conditions**

9.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

9.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members'

assigned work areas. The Employer, or its designated representative, shall take reasonable steps to relieve the bargaining unit member of responsibilities with respect to students who are disruptive or who repeatedly violate rules and regulations.

9.3 Supervision

A bargaining unit member shall be responsible to only one supervisor, said supervisor's position to be designated by the Employer at the beginning of each contract year with written notification provided to each bargaining unit member.

ARTICLE 10 **Conditions of Employment**

10.1 Transportation

In addition to those working conditions outlined in Article 9, the following shall apply to all transportation bargaining unit members:

A. Runs

1. The District shall maintain a double bus run system, both morning and afternoon, as well as vocational runs, special education runs, band runs, and all runs to other locations customarily performed by the District employees.
2. All transportation of students on district busses shall be considered transportation work.
3. Regular A.M./P.M. runs shall be constructed at least five (5) calendar days prior to the school year, and shall be patterned on the prior-year route assignments.
4. In constructing runs, vocational, special education, shuttles and band runs shall be posted as separate runs.
5. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 12.
6. All runs available during the summer period shall be posted.

B. Preparation of Buses/Down Time

1. Drivers are responsible for performing the safety checklist that has been negotiated between the parties. They are responsible for fueling and sweeping the interior of the bus(es) to which they are regularly assigned.

2. Drivers shall be paid "standing time" or "down time" for all of the time a driver is on duty and not driving a bus. "On duty" means that the driver is away from the central bus storage station waiting to complete the transportation of students.
3. All driving and "standing time" or "down time" shall be compensated at the driver's regular hourly rate.

C. Field Trips

1. A field trip is defined as any transportation of students other than a regular run.
2. All field trips shall be posted, along with the projected length of the trip. Field trips shall be awarded on a straight rotation basis amongst all regular transportation employees, including third party drivers, provided they are not currently at forty (40) or more hours for the week. If a driver is currently at forty (40) or more hours in a week, they may choose a field trip as long as there are no drivers under forty (40) hours available. An employee who had a trip cancelled the previous week will be placed first on the list for the next week.
3. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. Drivers shall be paid their regular hourly rate.
4. In the event a driver has "standing time" or "down time" in connection with a trip, he/she shall be compensated for all such time while performing their job duties.
5. Drivers shall stay at the event in case shelter is needed. However, drivers will be allowed to leave the event for meals within a ten mile radius. Drivers will notify the coach/teacher if they are leaving the event.

D. Licensing/Training

1. The Board will reimburse drivers for the costs associated with obtaining and holding a commercial driver's license, physical examination, and all drug and alcohol examinations.
2. The District shall reimburse the full cost of the required physical if paid by the employee.
3. The District shall pay drivers at their regular hourly rate for all time spent at training sessions.

E. Meal/Lodging Reimbursement

1. The District shall reimburse drivers for all meal costs up to the IRS reimbursement rate. A receipt is required.
2. The District shall provide drivers a motel room if a trip involves an overnight stay.

The parties agree and understand the following apply to eligibility for meal reimbursement:

1. *The route must be an extra route not a regular run*
2. *Departure to return time at least 3 hrs.*
3. *If an employee is on duty (anytime from departure to return) during normal meal times (6:00-7:00 Breakfast, 12:00-1:00 Lunch, 5:00-6:00 Dinner) they will be reimbursed for any meal costs they incur.*
 - o *The parties agree and acknowledge that employees with the bargaining unit are not authorized by Board Policy to engage in business-related entertainment on behalf of the Board, and therefor will not be eligible for reimbursement for meals under this provision.*

ARTICLE 11 Seniority

11.1 Seniority Defined

Seniority shall be defined as the length of service within the district. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by a coin toss.

11.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be ninety (90) days.

11.3 Seniority Lost

Seniority shall be lost by a bargaining unit member for the following reasons:

1. He/she quits.

2. He/she is discharged and not reinstated via the grievance procedure.
3. He/she transfers to a non-bargaining unit position.
4. If he/she does not return to work when recalled from layoffs
5. If he/she does not return to work from sick leave or leave of absence.

If a person returns to work after having lost their seniority, they shall have a new seniority date as of the date of rehire.

ARTICLE 12

Vacancies

12.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position that is not filled.

12.2 Vacancy Posting

- A. All vacancies, or newly created positions, shall be by written notice to all drivers, for a minimum of seven (7) calendar days prior to assigning the vacancy to a driver. It is understood, however, that circumstances may not always allow the meeting of the seven day requirement. In those instances, every effort will be made to inform the drivers of the vacancy as soon as possible.
- B. A temporary multiple run vacancy, excluding the AM/PM runs, shall be posted as multiple vacancies. Multiple runs are to be interpreted as AM shuttle, PM shuttle, and vocational education runs.
- C. Bargaining unit members may fill a temporary vacancy and the newly created vacancy will then be posted. This shall not limit the Board's right from using a third party driver.

12.3 Vacancy Notification

Interested bargaining unit members may apply in writing to the Superintendent, or designee, within the seven (7) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June, July, August) by sending notice of same to each bargaining unit member by U.S. mail to their last known address if the bargaining unit member so requests.

12.4 Award of Vacancies

- A. Vacancies shall be filled with the most qualified applicant. If no regular drivers apply for the vacancy, the district may hire from external candidates.

- B. If a regular driver is awarded a temporary vacancy, they shall be returned to their original position when the temporary position ends.

ARTICLE 13

Reduction in Personnel, Layoff, and Recall

13.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union.

13.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least two (2) weeks prior to the effective date of the layoff.

13.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members.

13.4 Substitute Priority

A laid-off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

13.5 Recall

- A. Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first.
- B. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to his/her current mailing address.
- C. A recalled bargaining unit member shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of his/her intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the fifteen (15) day period.

- D. A bargaining unit member who declines recall shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect his/her rights to recall to an equivalent position.

13.6 Partial Layoffs

If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions.

ARTICLE 14 **Paid Leaves**

14.1 Sick Leave

At the beginning of each work year, each bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year to a maximum of eighty (80) days. Additional days may be made available, without pay, if approved by the administration and arrangements for a substitute can be made.

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The bargaining unit member may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her family.
2. Bereavement.
3. Upon leaving employment with the district, bargaining unit members shall be paid a flat rate of sixty dollars (\$60.00) for each unused day.

14.2 Employment-Related Injury – Workman’s Compensation

Any employee who is off work and receiving Workers’ Compensation may, at his/her election, receive from the Board the difference between the allowance under the Workers’ Compensation Law and his/her regular salary for the number of days for which he/she has accumulated sick leave, provided that in the event he/she received compensation under the Workers’ Compensation Law and does not elect to receive from the Board

the difference between it and his/her salary, then there shall be no deduction from any of his/her accumulative sick leave benefits provided for in this Agreement, per the current workers' compensation language. Currently, workers' compensation benefits will be paid as of the eighth (8th) day of absence after a work related occurrence. Workers' compensation benefits will not be paid if an employee is off seven (7) days or less. Employees may use their accumulated sick leave for paid compensation during the first seven (7) days of absence.

14.3 Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. Unused personal business days shall accumulate as sick leave.

14.4 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time.

ARTICLE 15 **Unpaid Leaves**

15.1 Leaves of Absence

Leaves of absence without pay for up to one (1) year in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, seniority shall continue to accumulate.

15.2 Return from Leave

A bargaining unit member returning from a leave of absence shall be reinstated to the same position he/she held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level he/she would have been at had he/she worked during the period.

15.3 Extensions

An extension past the one (1) year may be granted by the employer, upon written request of the bargaining unit member. The request shall include the reason for the extension and the anticipated date of return.

15.4 Family Leave

The District will follow the Family and Medical Leave Act guidelines.

ARTICLE 16 **Wages and Longevity**

16.1 Wages

- A. The regular hourly wage for bargaining unit members shall be \$13.00 for the 2017/18 school year.

Upon ratification by both parties, the Board agrees to pay each bargaining unit member a one-time off schedule payment of seven hundred fifty dollars (\$750.00).

- B. If a regular run is doubled up, i.e. two (2) runs on one (1) bus, that driver will be paid at a factor of 1.5 times his/her regular run rate.
- C. A minimum of two and three eighths (2.375) hours will be paid for daily, regular routes for all bus drivers covered under this agreement.
- D. A minimum of two hours wages will be paid for all field trips for all bus drivers covered under this agreement.
- E. Drivers will be paid their regular hourly rate of pay for any meetings they are required to attend.
- F. Substitute bus drivers will not be paid more than the regular hourly rate of bargaining unit members.

16.2 Longevity

Longevity shall be paid at the following rate:

1. 1-11 years of service to Onekama - \$70.00/year
2. 12-15 years of service to Onekama - \$80.00/year
3. 16-20 years of service to Onekama - \$90.00/year
4. 20 + years of service to Onekama - \$1800 (flat rate)

If a driver should resign prior to the end of the school year, the longevity pay will be prorated.

ARTICLE 17
Miscellaneous

17.1 Agreement

In the event any provision of this Agreement shall at any time be declared invalid by a court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions shall remain in full force and effect.

17.2 Retirement

Retirement benefits shall be governed by the provisions of the Michigan Public Schools' Employee's Retirement Act. The Board shall pay to the Michigan Public Schools' Employees' Retirement System the contributions required by law.

In addition, the Board agrees to pay the employer's contribution as provided by state law to the Public Employees Retirement Fund.

17.3 MEA Visits

Authorized representatives of the Michigan Education Association shall be permitted to visit the schools of the School District during working hours in accordance with the provisions of the law.

17.4 Distribution of Agreement

The employer agrees to make available to each bargaining unit member a copy of this agreement, and to provide a copy of the same to all new bargaining unit members.

ARTICLE 18
Duration of Agreement

This Agreement shall be effective as of October ~~10~~¹⁸, 2017, and shall continue in effect until the 31st day of August, 2018.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this 10th day of October, 2017.

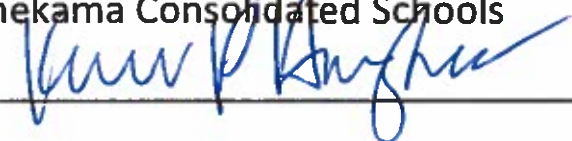
ONEKAMA TRANSPORTATION ASSOCIATION

By  (President)

By  (Negotiator)

Date: 10/18/17

Onekama Consolidated Schools

By  (Superintendent)

By _____

Date: Oct 18, 2017