

AGREEMENT BETWEEN
THE LENAWEE INTERMEDIATE SCHOOL DISTRICT
AND THE
TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS
LOCAL 214 Bus Drivers
July 1, 2018 – June 30, 2020
Current Agreement

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ARTICLE 1

AGREEMENT CLAUSE

This Agreement is entered into the October 29, 2018 between the Lenawee Intermediate School District (hereinafter referred to as the "Employer") and the Teamsters State, County and Municipal Workers Local 214 (hereinafter referred to as the "Union") and the LISD bus drivers (hereinafter referred to as the "Employees.")

The headings used in this Agreement neither add to nor subtract from the meaning but are for reference only.

This Agreement supersedes and cancels all previous Agreements written between the Employer and the Union and constitutes the entire Agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto or their successors.

During the term of this July 1, 2018 – June 30, 2020 Agreement only, the parties agree to continue working toward an alternative method of awarding pay for time worked. However, both the Board and the Union understand that there is no obligation or time deadline to reach agreement on an alternative method of awarding pay for time worked during the term of this Agreement. If no new agreement is reached, the current terms and methods in this Agreement related to awarding pay for time worked will continue.

ARTICLE 2

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to wages, hours, and working conditions, which are not a prohibited subject of bargaining under section 15 of Michigan's Public Employment Relations Act, MCL 423.215, for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full- and part-time special education bus drivers employed by the Lenawee Intermediate School District for the purpose of providing transportation services for LISD programs and students.

Excluded: All substitutes, all contracted staff, all office and secretarial and clerical personnel, all aides including Bus Aides, all full and part-time supervisory staff, all mechanics, all administrative personnel, all other employees of the Lenawee Intermediate School District Board or any other Employer. All Bus Drivers and all other LISD employees connected with providing transportation services for local district programs and students, including but not limited to programs known as regional Level 2 classrooms.

ARTICLE 3

PURPOSE

The purpose of this Agreement is to continue the harmonious relationship existing between the Lenawee Intermediate School District and its Employees covered under this Agreement and to promote a continuation of this relationship of cooperation and understanding. This Agreement establishes a forum between the Union and the Employer at which standards of wages, hours, and working conditions are open for discussion, bargaining, negotiation and mutual agreement.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule or regulations of the parties which contradicts an express provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 4

NON-DISCRIMINATION

The parties agree not to discriminate against any person or persons because of race, creed, religion, sex, sexual orientation, transgender identity, age, national origin, disability, marital or family status, military status, ancestry, genetic information, height or weight.

ARTICLE 5

BOARD RIGHTS

- A. The board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting and generality of the foregoing; the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline load, hours of employment and duties, responsibilities and assignments of Employees covered by this Agreement.

- B. The exercise of these foregoing powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited by the specific and expressed terms of this Agreement.

ARTICLE 6

UNION RIGHTS

- A. Members of this unit shall generally work within the scope of their job description. It is recognized that during a particular emergency, an Employee in order to protect life or property, may perform a task which traditionally has fallen outside of her/his job description.
- B. Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided that said observation shall not disrupt orderly operations.

Duly authorized representatives of the Union shall be permitted to transact official Union business as it pertains to this contract on school property at any reasonable time that is non-paid and does not interfere with or interrupt normal operations of the Employer.

Foregoing shall apply only if the Union had prior approval from the Executive Director-Staff Resources or his/her designee. Prior arrangements for such use shall be made in advance if possible.

- C. The Union shall have the right to use school facilities within established board policy for building use.
- D. The Union shall be allowed one (1) day per year of release time without loss of pay or benefits for a bargaining unit member to be used for Union business meetings which are not political in nature. The Union shall notify the Transportation Supervisor in writing regarding the day to be used and the Union member involved, as soon as possible but at least one week in advance of the meeting date.

ARTICLE 7

AGENCY, SHOP, AND DUES DEDUCTION

- A. If any provision of this Article is invalid under Federal or State Law, said provision shall be modified to comply with the requirements of said Federal or State Law.

- B. The Union will protect and save harmless the Board from any and all claims, demands, suits or other forms of liability, or cost including attorney fees and unemployment compensation costs, by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with this Article.

ARTICLE 8

NO STRIKE OR LOCK-OUT

- A. The Union agrees that during the term of this Agreement neither it nor the Employees shall authorize, sanction, condone, engage in or acquiesce in any strike, as defined in the Michigan Public Act 336, as amended by Act 379 of the Public Acts of 1965. Failure or refusal on the part of any employee to comply with the provisions of this article shall be cause for whatever disciplinary action is deemed necessary by the Board.

- B. The Employer agrees not to lock-out their employees during the life of this Agreement.

ARTICLE 9

STEWARDS

- A. The Employees may be represented by a Steward and an Alternate Steward who may be chosen or selected in a manner determined by the employees and the Union.
- B. Reasonable arrangements can be made to allow the Steward or Alternate Steward time off with pay if during regular paid working hours for the purpose of investigating grievances and to attend grievance and negotiating meetings after approval has been obtained from the Executive Director-Staff Resources or his/her designee.
- C. During their terms of office, the Chief Steward and Alternate Steward shall be deemed to head the seniority list for the purpose of layoff and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.
- D. The Employer recognizes the right of the Local Union to designate a job Steward and Alternate Steward, so designated by the Local Union, shall be limited to, and shall not exceed, the following duties and activities: 1) The investigation and presentation of grievances with the provisions of the collective bargaining representative in accordance with the provisions of the collective bargaining agreement; 2) The transmission of such messages and information, which shall originate with, and are authorized by, the Local Union or its officers, provided such messages and information, a) have been reduced to writing, or, b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, or any other interference with the Employer's business.
- E. The Union shall furnish to the Employer's administrative representatives the names of its authorized representatives and Steward and Alternate Steward so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with whom it may be dealing.

ARTICLE 10

GENERAL TERMS

- A. The Employer agrees that if any Employee is required to wear a uniform as a condition of employment, such uniform shall be furnished and maintained by the Employer, free of charge, at the standard required by the Employer.
- B. The Union shall have the right to examine timesheets and other time records pertaining to the computation of compensation of any Employee whose pay is in dispute on the approval of the Employee.
- C. Safety equipment will be made available by the Employer when needed as determined by the Employer or required by law. When special clothing or equipment is required by the Employer to perform special work assignments, such special clothing or equipment shall be furnished by the Employer.

D. Payroll Schedule:

Payment of all compensation shall be made to all Employees according to the Employer's bi-weekly schedule of compensation dates, by one electronic deposit each date to one recognized financial institution of the Employee's choice. If the Employee requests any compensation to be electronically deposited by more than one transaction to the same financial institution, or to more than one financial institution, a nominal fee shall be established by the Administration for the additional electronic transactions.

Employer will pay Employees pursuant to Employer's bi-weekly schedule of compensation dates, provided however that, Employee compensation will be paid by Employer to Employee on or before the fourteenth (14th) day following the end of the work period in which the scheduled salary is earned, except as follows:

- The Employer will withhold all pay salary earned for each Employee for the pay period that includes time worked for the last work day of the regular school year. This pay will then be distributed on the first pay date occurring after the first scheduled work day for the Employee beginning the next school year. The Employer will not withhold this pay salary under the following exceptions:
 - The Employee resigns, retires, or is terminated from employment, prior to or during the pay period that includes the last work day of the regular school year.
 - On or before May 1 of each regular school year, the Employee requests in writing that their pay not be withheld by completing the approved Employee Year-end Pay Salary Withholding Waiver form under Appendix II of this Contract.

E. Employee Work Time Keeping:

Employer and Employees understand and agree that the Employer is responsible for maintaining complete and accurate records of Employee work time, including, but not limited to, Employee's work start-time and end-time. Employer and Employees also understand and agree that Employer methods for timekeeping of all Employees covered by this Agreement will be determined by the Employer, and are subject to change from time to time at the discretion of the Employer.

For all duties performed, the Employer requires Employees to clock in and out of work using an electronic or other mechanical system which will track employee time worked. The system will track Employee work time in accordance with applicable law, regulation, and Employer Policy. Regarding timing of pay for duties performed, Employee will receive pay for time worked two (2) weeks after the last work day of the pay period in which the duties were performed, unless otherwise scheduled at the discretion of the Employer and/or withheld as described in Paragraph E of this Article 10.

- F. Substitutes, outside the bargaining unit will be used only (except in emergencies) in the absence of or unavailability of regular Employees.
- G. To the extent that the LISD's Board Policies, Administrative Regulations, and all other documents, including, but not limited to, the LISD Staff Handbook, do not conflict with the terms and provisions of this Agreement, Employees must comply with the terms and provisions of the LISD's Board Policies, Administrative Regulations, and all other documents.

ARTICLE 11

CONDITIONS OF EMPLOYMENT

A. Employee Qualification and Training

1. The Employee shall be mentally and physically competent.
2. The Employee shall be clean and neat in appearance at all times while on duty, in a manner prescribed by Administration. The Employee will refrain from the use of profane language, all tobacco products, and all alcohol related products, while on duty and/or physically present on LISD property.
3. Persons considered for employment as school bus drivers must be at least eighteen (18) years of age.
4. The Employee shall be capable of understanding, controlling, and relating positively with handicapped persons.
5. The Employee will study and observe all state, county, and local laws and regulations relating to the service of transportation.
6. The Employee must pass a physical examination each year, and may have to take additional physical examinations to determine physical fitness for driving. These will be paid for by the Employer for all senior Employees.
7. Persons being employed as school bus drivers must be capable of obtaining and retaining a valid state issued Michigan School Bus Driver Safety Education Certificate. Therefore, each person so hired shall attend and participate in conferences and training classes as required to obtain such certificate within State specified time limits and paid for at the current hourly rate.
8. The Employee must be capable of obtaining and retaining a Michigan Commercial Driver's License with applicable endorsements. This will be paid for by the Employer.

- B. Employee Responsibilities. The Employees shall bring to the attention of the Executive Director-Staff Resources or designee the same day or the following day, any disciplinary problems involving the bus runs. Employees will be knowledgeable of and observe the rules and regulations of the LISD drivers handbook. If Employees are required to attend meetings, they shall be paid their hourly rate while in attendance.

ARTICLE 12

EMPLOYER'S RESPONSIBILITY

- A. During Employee's regular working hours, the Employer shall provide a contact person to notify in case of a breakdown.
- B. The Employer shall be responsible for paying any regular Employee their regular hourly rate of pay while attending any school or training programs required by the Employer or the State of Michigan.

ARTICLE 13

SPECIAL CONFERENCES

Special conferences, mutually agreed upon, may be arranged between the Local Union Business Representative or her/his designated representative and the Supervisor of Transportation of Special Education or his designee for the purpose of discussing important matters. Upon agreement, the requesting party shall prepare and submit an agenda to the other party. Matters taken up in the special conference shall be confined to those included in the agenda. If the conference cannot be scheduled other than during working hours, then the Steward or Alternate Steward will not lose regularly scheduled work-time pay for the time spent in such special conferences.

ARTICLE 14

NEGOTIATIONS PROCEDURES

In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject to such ultimate ratification.

An Employee engaged during the school day in negotiating on behalf of the Union with any representative of the Board shall be released from regular duties without loss of pay at the discretion of the Board.

ARTICLE 15

PERSONNEL FILE

In accordance with State Statutes and Board policy, each Employee may be permitted to review her/his personnel file. No report shall be placed in an Employee's personnel file without the Employee's knowledge. Where the Employee disagrees with a report, she/he shall have the right to have her/his response placed in the file. Personnel records are to be used only in accordance with applicable laws and statutes (Bullard Act) and Board policy.

Any letters of commendation received by management addressing an Employee's performance will be shown to the Employee and may be placed in the personnel file.

ARTICLE 16

LEGAL COUNSEL

The Board shall provide legal assistance to Employees acting within the limits of their authority and responsibility during working hours in the event that a criminal complaint is made or civil court action is instituted against the Employee for damages, but only if the liability does not arise out of the intentional misconduct or gross negligence of the employee.

Any case of assault upon an Employee included in this Agreement shall be promptly reported to the administration. The Board will provide legal counsel, if necessary, to advise the Employee of her/his rights and obligations with respect to such assault. The Board shall promptly render reasonable assistance to the Employee in connection with the handling of the incident by law enforcement and judicial authorities, providing the Employee signs a complaint against the person involved. In the case of a bus accident, the Employee shall provide cooperation in filing a police report and Michigan Department of Education accident report.

ARTICLE 17

STUDENT- EMPLOYEE CONTACT

- A. All members of the bargaining unit shall be notified by medical card of all known special health conditions such as diabetes, epilepsy, and handicap or other special condition of students on their routes, except as may be otherwise required by the Family Educational Rights and Privacy Act (FERPA) and/or the LISD Board policy pertaining to communicable diseases. The Employer shall maintain for each route a medical card of all such students with a special health condition. All known student suspensions shall be posted in the Transportation office.
- B. Reasonable efforts shall be made by the Employer to arrange transportation of a child with a known infectious or communicable medical or hygienic problem by other than a school bus used for transporting students on a regular scheduled route if medically recognized as contagious to other individuals while riding the bus. This shall not include a common cold.
- C. In the event of assault upon a member of the bargaining unit, whether verbal or physical, associated with driver-student or driver-parent relationships, the Employer shall render reasonable assistance to the driver in connection with the handling of the incident by either school authorities, law enforcement authorities or judicial authorities. Such assistance shall only be rendered if the assault takes place while the driver is in a duty status.
- D. Drivers shall maintain discipline and control within school district policies and procedures on the bus when they are driving.
- E. The Employee shall bring to the attention of the Supervisor of Transportation of Special Education or his designee the same day or the following day any disciplinary problems involving students on the bus run.

ARTICLE 18

SAFETY PRACTICES

Rights and Responsibilities of Employees. The driver of an unsafe bus as defined by law has the right to refuse to drive that particular bus without loss of pay. The Board shall maintain its safety standards and practices as they relate to the operation of vehicles and equipment during the life of the Agreement. In instances where continued operation of a vehicle will result in a hazard to life or property, the operator shall immediately notify the Supervisor of Transportation of Special Education. An Employee shall not be forced to drive a bus, which due to defective equipment, is deemed to be dangerous to operate.

An Employee involved in any accident shall immediately report said accident to the Supervisor of Transportation of Special Education or his designee. The Employee shall, as soon as possible, make out an accident report in writing on forms furnished by the Supervisor of Transportation of Special Education, report the accident to police and shall turn in all available names and addresses of witnesses to the accident. An Employee may obtain a copy of the accident report, which the Employee completes, if desired.

If the Employee involved in the accident requests a Steward to be present at an interrogation by the administration relating to the accident, such request will be granted. A copy of the accident report will be sent to the Union by the Employer.

A Safety Committee composed of representatives from Management and the Union shall be established. The Steward and alternate shall represent the Union on the committee.

ARTICLE 19

JURY DUTY

- A. An Employee who serves on jury duty will be paid the difference between her/his pay for jury duty and her/his regular pay excluding itemized mileage.
- B. Court Leave - Special Cases. In the event an Employee is subpoenaed to appear as a witness in court as a result of an accident while in the performance of her/his regular work assignment, leave of absence shall be granted without loss of pay. The Employee will be paid the difference between her/his regular pay and the compensation received.
- C. Court Appearance. Employees will be allowed necessary time off without loss of pay for required testimony or participation in any court case or administrative proceeding relating to the legitimate performance of job duties and responsibilities ~~unless~~ except as follows: an Employee of the Lenawee Intermediate School District initiates a suit against the Employer; if the court case or administrative proceeding arises out of the intentional misconduct or gross negligence of the employee. Employees attending court, inquest, or other investigations under instructions of the Board or Employees subpoenaed by a third party in court action which involves the direct interest of the Board, will be allowed the same compensation that would have been earned on her/his assignment.

ARTICLE 20

JOB RELATED DUTIES

Employees shall be paid at their regular rate of pay when required by the Administration to participate in job related functions. Amount of time needed, and place of work shall be determined when authorized by the Administration. To claim reimbursement under the provisions of this Article, Employees must have received written authorization prior to the performance of such work.

Bus Drivers will be paid up to one (1) hour per month to make pre-approved classroom visits to improve communication and knowledge about the students they are transporting. The one (1) hour of paid visitation time will not be counted toward the computation of overtime. These classroom visitations will be voluntary and must be pre-approved by the Route Coordinator and Special Education Program Supervisor.

ARTICLE 21

CHANGING BUS RUNS AND CONTRACTUAL WORK

- A. The parties realize that the transporting of pupils to and from school is an economical matter, which depends to a large degree upon the financial resources available to the Board of Education as provided by the local public and the State of Michigan.

It is further a fact that these transportation services are assessed periodically and are provided based on need.

A decline in student population and/or a reduction of the availability of the necessary operating revenue, or consolidation or elimination of jobs, or change in operating procedures of the special education programs may result in the necessity of reducing or changing these pupil transportation services.

The Employer shall have the right to establish, evaluate, and change bus runs. It is recognized that other means of transportation are available and may be used at the discretion of the Employer. When determining the established departure and return time of any bus run, the Employer will consider any input offered from the Bus Driver and Union representatives.

Both parties agree that it is the Employee's primary responsibility to bring students to and return them from regularly scheduled school activities. It is further understood that in cases of special and/or unique circumstances, it is the Board of Education's prerogative to transport students by other available means.

- B. Temporary Student Assignment Change. When a student requires placement on a bus other than his/her regularly assigned bus, the transportation supervisor will determine the length of the assignment.

If the assignment is expected to last for more than a two-week period, the Bus Driver of the temporary bus assignment must re-calculate the run and submit a request that time be added, if necessary, to accommodate this additional student. This calculation would include mileage, number of students, number of stops and time the driver feels is needed to complete the run. The transportation supervisor will then approve or deny additional time for this run based on the re-calculation and comparison with the formula used by the school district. This additional (if approved) time will end when the temporary assignment ends. (Unless, of course, the run has changed and must then be calculated again).

The Bus Driver of the bus that will not be accommodating this child for a period of two weeks or more must also re-calculate and that run time will also be adjusted accordingly. When the student returns, the time will be added back.

If, however, it cannot be immediately determined that a student needs bus re-assignment for two or more weeks, the student will be accommodated on a day-to-day basis. The driver who must transport this additional student is to turn in a request for additional pay from each day that the student is on the bus for the actual time needed to complete the run beyond the scheduled punch-out time. If this occurs for a two-week period, the transportation supervisor will again review the status of the student.

CHANGING BUS RUNS AND CONTRACTUAL WORK, continued

- C. The right of contracting or subcontracting is vested in the Employer. During the term of this Agreement, the right to contract shall not be used for the purpose of undermining the Union, nor shall contracting or subcontracting result in the reduction (layoff) of the present work force as is now in effect. The Transportation Supervisor will first determine if overtime work or bus runs shorter than the minimum route time outlined in Article 23 are accepted through the bid process by another bargaining unit Bus Driver, before contracting the work or assigning the work to a substitute driver. The Employer may not reassign or contract work under this paragraph related to overtime until a driver is paid over 40 hours per week or more for four weeks in a row. Contracting or the assignment of substitute drivers may be used in place of bargaining unit Bus Drivers after the steps above have been taken.
- D. When a new student needs placement on a bus, or a current student needs to be reassigned due to a move, program change, or other situation, the following parameters will be considered when determining the assignment of the student to a Bus Driver's run.
1. Time (additional or change) as it impacts the length of the run.
 2. Distance (additional or change) as it impacts the length of the run.
 3. Length of bus ride for existing students as well as the additional student with the goal of keeping within the bounds of Board procedures/guidelines.
 4. Student needs; i.e., behavioral, medical, or other unique needs of the new student and other students on the bus.
 5. Status of change: Temporary or permanent assignment change.
 6. Status of driver's current use of overtime, including the 10 per day limitation on regular runs.

The seniority of Bus Drivers shall be considered when all above parameters are considered equal. The final placement decision rests with the Executive Director of Staff Resources or his/her designee. These decisions will be communicated to the Union Steward.

The time constraints cited in this section will not apply to special charter trips.

ARTICLE 22

DUTY TIME

Duty time shall be defined as all the time the Employee is being paid by the Employer. During this time, the Employee is under the direction and supervision of the Executive Director of Staff Resources or his/her designee.

On an overnight trip prior to being released from duty time, the Employee is responsible for reporting to the person designated as responsible for the trip, that the bus has been secured and is in a safe parking place for the night.

ARTICLE 23

PAST PRACTICES AND MISCELLANEOUS

- A. Attendance at meetings called by Employer before school starts - paid.
- B. Up to eight (8) hours will be paid for the cleaning of buses before the beginning of the school year, if required by the Employer, and for contact with parents of transported Students before school starts. This time may also include Bus Drivers driving a practice run to learn the route. If it takes more than eight (8) hours, additional hours will be paid based on prior approval of the Executive Director-Staff Resources or his/her designee.
- C. Break-down time on scheduled routes - paid.
- D. Washing of buses by Bus Drivers when needed – paid at \$5.00 per time when washed at the bus garage. This shall be limited to two washes per week unless additional washes are approved or requested by the Executive Director of Staff Resources.
- E. When assigned a spare bus, the Bus Driver is responsible for cleaning and fueling said bus when finished with it.
- F. Employee is responsible for fueling of bus and checking and adding oil and is responsible for informing the Executive Director of Staff Resources of operational problems with bus.
- G. Morning pre-trip inspection and afternoon pre-trip inspection will be paid by use of the Time clock, not to exceed 15 minutes of paid time for each pre-trip inspection.
- H. Paid minimum of two (2) hours for morning pickup and afternoon take home special education runs. Paid minimum of one and one-half (1.5) hours for any other special education regular run. These minimums include pre-trip inspection time(s).
- I. The Employer shall provide all new Employees with a copy of this Agreement.
- J. The Employer will pay the cost of physical examinations, TB test, or x-ray as required by the State of Michigan up to the rate charged by the Employer's physician on proof of service.
- K. Up to one week of unpaid time during the summer per Bus Driver may be allowed if at least one month's advance notice of the leave is given. The leave is contingent upon the administration's finding a qualified substitute and it will be granted at the discretion of the administration. Exceptions may be made on an individual basis for additional time.
- L. Extensions are an addition to a run and are not defined as part of the morning pick-up or afternoon take-home runs and are paid according to the amount of time driven.

ARTICLE 24

USE OF PAST RECORDS

In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than eighteen (18) months previously for administrative charges. (Example: tardiness, absenteeism, insubordination). There shall be no time limits on use of past records on any charge involving students. (Example: physical or verbal abuse of students).

ARTICLE 25

ACT OF GOD DAY

- A. For purposes of this contract, Act of God days are those times when conditions are such that schools are closed for student attendance by direction of the Superintendent or his designee within the meaning of the State regulations.
- B.1 Delay Start of School Days:
When the LISD Superintendent or his/her designee declares a delay to the start time of the school day due to an Act of God, those Employees who report to work using the time clock will be paid one (1) hour of their regular pay for each delay called on that day. After the delay period Employees shall be paid for actual time worked per the time clock beyond the minimum run times for actual runs completed for that day.
- B.2 School Day Cancelled Due to Act of God:
On Act of God days, Employees who report to work using the time clock will be paid for actual time worked per the time clock for all time beyond the first one (1) hour at their regular pay rate for those days on which they report. This would include delay time, which then changes to a canceled school day. When an Act of God day is declared by the Superintendent of Schools or his/her designee, all Employees shall be paid their regular day's salary of scheduled work if the days are made up except as follows: For one inclement weather cancellation day per year where the cancellation would result in the Employee receiving no pay for the day, the Employee may request to use available personal leave hours according to the procedures in Article 36, Paragraph I. The requested personal leave hours shall be equal to the number of hours the Employee would have been eligible to apply for personal leave, that also would have been approved and paid for this regular scheduled full day as if this day of work had not been cancelled.
- B.3 After the Start of Morning Run:
In the event additional work other than the normal run is required on this day, the Employee shall be awarded compensatory time for the hours worked.
- C. On bad weather days that are not declared Act of God days, the Employee has the right and responsibility to alter their route, but if it is a question of discontinuing the run, the Employee shall call the Transportation Supervisor who shall tell her/him whether or not to continue the run. If the run is discontinued by the Transportation Supervisor, the Employee shall be paid for actual time worked per the time clock for all time beyond the minimum route time.
- D. School Closings:
Employees will be notified by telephone not to report to work as per past practice through a fan-out system. The Supervisor or his designee will initiate the fan-out system. There will also be announcements through radio stations WABJ, WLEN, WJBM, WJBQ and WJR; Internet Alert (www.cancellations.com); and TV station Toledo Channel 11. In addition, although not a part of the contract, the fan-out system has been updated.

ARTICLE 26

SENIORITY

- A. All Employees who drove for Tecumseh Public Schools in 1977-78 and who became Bus Drivers for the Lenawee Intermediate School District effective September, 1979, will be granted the same seniority as they had with the Tecumseh Schools. All other regular Employees as of 1-1-82 will have their seniority as of their date of hire which shall be their first day of driving as a sub or regular driver.
- B. A newly hired regular Employee, after 1-1-82, shall be on probationary status for fifty (50) worked days, taken from and including the first worked day. Upon satisfactory completion of the probationary period previously described, the Employee shall be entered on a seniority list. Therefore, seniority shall be determined as starting on their first worked day as a regular, non-probationary Employee.
- C. Seniority Lists. Seniority shall not be affected by the age, race, sex, marital status, handicap or dependent of the employee. The seniority list on the date of this agreement will show the date of placement on the seniority list, names and job titles of all Employees of the unit entitled to seniority.
1. The current seniority list listing each member of the bargaining unit and date of placement on the seniority list shall be prepared at the beginning of each school year by the Employer.
 2. New Employees hired shall be regarded as probationary Employees for the first fifty (50) worked days of employment. There shall be no seniority among probationary Employees. When an Employee finishes the probationary period, she/he shall be entered on the seniority list.
 3. When more than one (1) Employee completes the probationary period on the same day, seniority will be determined first by the date of hire as a probationary Employee and secondly by a blind drawing.
- D. Loss of Seniority. An Employee shall lose seniority for the following reasons only:
1. Employee resigns or retires.
 2. Employee is discharged and the discharge is not reversed.
 3. Employee is absent for three (3) consecutive working days without notifying the Transportation Supervisor or his designee. In proper cases, exceptions will be made. After such absence, the Employer will send written notification to the employee at Employee's last known address on file if employment has been terminated.
 4. Return from sick leave and leaves of absence will be treated with the same as 3. above.
 5. If Employee does not return to work when recalled from layoff as set forth in the recall procedure, in proper cases exceptions may be made.

ARTICLE 27

LAYOFF AND RECALL

This Article shall not apply in the event of a work stoppage (strike) or any other temporary condition (such as heat system failure) which causes the special education buses not to run. If this should occur, employees will be given twelve (12) hours advance notice when feasible.

A. Layoff Defined

1. The word "layoff" means a reduction in the work force in the bargaining unit.
2. In the event it becomes necessary for a layoff in the bargaining unit, the Employer shall meet with the Union at least 21 calendar days prior to the effective date of layoff. At such meeting, the Employer shall submit a list of the number of Employees scheduled for layoff, their names, seniority within the unit, job titles and work locations.
3. When a layoff takes place, Employees not entered on the seniority list, such as substitutes, temporary, and probationary Employees, shall be laid off first. Thereafter, Employees having seniority shall be laid off in the inverse order of their seniority regardless of position classification; i.e., the least senior Employee on the list being laid off first.
4. Employees to be laid off will receive fourteen (14) calendar days advance notice of the layoff.
5. During a layoff, there shall be no additional regularly scheduled overtime relative to regular runs when practical, and no subs shall be called unless laid off Employees refuse or are unavailable for call-in.
6. All provisions of an Employee's letter of employment shall terminate upon permanent layoff and the Employee shall not be entitled to seniority accumulation, wage payment, or fringe benefits except as provided for within the terms of this Agreement.

B. Recall Procedure

1. When the working force is increased after a layoff, Employees will be recalled according to seniority, with the most senior Employee on layoff being recalled first. Notice of recall shall be sent to the Employee at his last known address on file in the personnel records by registered or certified mail. If an Employee fails to report for work within ten (10) calendar days from the date of mailing notice of recall, she/he shall be considered a resigned Employee. In proper cases, exceptions may be made.
2. The recall list shall be maintained by the Board not to exceed two (2) years. Thereafter, an Employee shall have lost their right to recall.

LAYOFF AND RECALL, continued

- C. Recalled Employees shall be considered as quits if they:
1. Do not return to work within ten (10) days of the mailing of recall notices.
 2. Retire under the terms of any retirement program.
 3. Do not return at the expiration of a leave of absence.
 4. Formally resign.

The Employee is responsible for notifying the Board's Staff Resources Office of any change in Employee's address immediately after such change.

ARTICLE 28

DISCIPLINE, DISCHARGE AND SUSPENSION

- A. The Employer shall not discharge, suspend, or otherwise discipline any non-probationary Employee without just cause. The Employer agrees that, in the event of a disciplinary action, the Steward representing the Employee involved will be notified prior to, or at the time of the action, if possible. Promptly after such penalty is imposed, the Steward and the Employee shall have the right to defend against any and all charges. The grievance procedure shall be the exclusive remedy to determine contract violations.

- B. When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, that the Employer became fully aware of the conditions giving rise to the discipline.

- C. It is important that complaints regarding unjust disciplinary action, discharges, or suspensions be handled promptly under the grievance procedures. Accordingly, grievances must be filled with-in three (3) working days of the discipline, discharge, or suspension.

- D. In the event that it shall be determined that a disciplinary suspension or discharge of any Employee was without cause, the Employee shall be reinstated, without loss of seniority and given back pay for the time lost, less any compensation she/he may have received for work performed. In the event, however, that a discharge is reduced to a disciplinary suspension, compensation shall be paid for the portion only of the time lost in excess of such disciplinary suspension as finally determined.

- E. Employees shall be subject to disciplinary action, including immediate dismissal or suspension by the Employer, for any of, but not limited to, the following reasons:
 - 1. Bringing intoxicants or narcotics into, or consuming same on, any school property, or reporting for duty under the influence of intoxicating beverages or narcotics.
 - 2. Dishonesty as it relates to job performance.
 - 3. Willful violation of established procedures and/or rules by the Employee as published in the Employee handbook. Employees will be given a copy of all established procedures and rules not in conflict with this contract.
 - 4. Incompetence as it relates to job performance.
 - 5. Job conduct unbecoming an Employee in the public service.
 - 6. Unauthorized or excessive absence from work.
 - 7. Conviction of any criminal act defined as a felony or circuit court misdemeanor.

DISCIPLINE, DISCHARGE AND SUSPENSION, continued

8. Immoral conduct as it relates to job performance, or if the Employee does not have good moral character and does not conduct herself/himself in such a manner as to exercise good influence over the pupils.
9. Willful neglect of duty.
10. Willful negligence or willful damage to public property, or misuse, negligent, or unauthorized use of public equipment and/or supplies.
11. Deliberate falsification of records, including job application.
12. Violation of any order made by the Transportation Supervisor that is not in conflict with this contract or state or local statutes.
13. Conviction of a traffic violation in any way related to operating a vehicle OUIL, or under the influence of illegal drugs or other controlled substances, regardless of whether the violation occurs during non-work or work hours.
14. Loss of commercial driver's license (CDL).

ARTICLE 29

GRIEVANCE PROCEDURE

- A. A grievance is defined as an alleged violation of a specific Article or section of this agreement. If any such grievance arises there shall be no stoppage or suspension of work because of such grievance or in the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirements, etc., pending the final decision of the grievance. All such grievances shall be submitted to the following grievance procedure:

Time element in the grievance steps may be shortened or extended upon mutual agreement between the Union and the Employer. Working days shall be Monday through Friday, excluding all paid holidays and non-session school days, and Saturdays and Sundays.

- B. Should grievances arise signed by more than one (1) Employee, such grievances will be designated as Class Action Grievances.
- C. Step 1. Within five (5) working days from the time that the Employee had knowledge or should reasonably have had knowledge of an occurrence upon which the grievance is based, the Employee will first discuss her/his grievance with the Transportation Supervisor. If the Employee does not bring the grievance to the Transportation Supervisor's attention within five (5) working days from this occurrence, it will not be heard. The Transportation Supervisor shall, within five (5) working days following the hearing, give the Employee a written answer. If the Transportation Supervisor's answer is unsatisfactory to the Employee, the Employee may advance the grievance to Step 2.
- D. Written Procedures. Written procedures as required herein shall contain the following:
1. It shall be signed by the grievant or grievants.
 2. It shall be specific.
 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 4. It shall cite the section or subsection of this contract alleged to have been violated.
 5. It shall contain the date of the alleged violation.
 6. It shall specify the relief requested.
 7. It shall contain the endorsement of the Union at every level.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

- E. General Procedures.
1. Exclusions. The grievance procedure shall not apply to:
 - a. The dismissal of any probationary employee.
 - b. Any provision of the Agreement which contains an express exclusion from this procedure.
 - c. The performance evaluation rating of any Employee. However, if a Employee is not satisfied with their performance evaluation rating, the Employee will be allowed to schedule a meeting, within 10 calendar days of receiving their performance evaluation rating, with the Transportation Supervisor and Executive Director of Staff Resources to appeal their performance evaluation rating. The Employee may bring a representative to the meeting. Following consideration of the appeal, the resulting decision of the Transportation Supervisor and the

GRIEVANCE PROCEDURE, continued

Executive Director of Staff Resources will be final.

2. Withdrawals and denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be automatically raised to the next level upon written notification from the grievant.
 3. Timelines. Timelines at any step may be extended by mutual consent of the parties.
- F. Step 2. If the reply is not satisfactory, the grievant shall have five (5) working days within which to appeal the grievance to the Executive Director-Staff Resources. The appeal shall be in writing and state the reason or reasons why the decision of the Transportation Supervisor was not satisfactory. Within ten (10) working days of the receipt of this appeal, the Executive Director-Staff Resources or his/her designee shall hold a conference with the grievant and within five (5) working days thereafter forward his disposition of the grievance in writing to the grievant.
- G. Step 3. If the disposition of the grievance by the Executive Director-Staff Resources is not satisfactory, the grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to the Superintendent. The appeal shall be in writing and state the reason or reasons why the decision of the Executive Director-Staff Resources was not satisfactory. Within ten (10) working days of the receipt of this appeal, the Superintendent or his designee shall hold a conference with the grievant and a Union representative and within five (5) working days thereafter forward his disposition of the grievance in writing to the grievant.
- H. Step 4. If the disposition of the grievance by the Superintendent is not satisfactory, the grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to the Board of Education by filing with the Board's secretary. The appeal shall be in writing and state the reason or reasons why the decision of the Superintendent was not satisfactory. The Board shall meet with the grieved party and a representative from the Union and within five (5) working days thereafter forward its disposition of the grievance in writing to the grievant. The decision of the Board of Education shall be final, conclusive, and binding upon all employees within the Union on all grievances for which the Board is the final step. Only grievances involving suspension or discharge of the employee may be taken to the fifth step (arbitration).
- I. Step 5. If the disposition of the grievance by the Board of Education is not satisfactory, the grievant shall have twenty (20) working days to appeal the grievance to the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The arbitration procedure is limited to the interpretation and application of the provisions of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgement thereon may be entered in any court of competent jurisdiction.

GRIEVANCE PROCEDURE, continued

- J. The grievance procedure shall be the exclusive remedy for contract violations.
- K. The fees and expenses of the arbitration shall be shared equally by the parties.
- L. If the Employee having filed a grievance terminates employment, said grievance shall be withdrawn.

ARTICLE 30

TIME LIMITS ON GRIEVANCES

- A. Any individual grievance under this Agreement which is not submitted to the grievance procedure by the Employee involved within five (5) working days of the instance the grievance occurred shall not be considered a grievance.
- B. Any grievance under this Agreement which is not submitted to the grievance procedure by the Steward or designated representative in grievances involving more than one Employee or a matter of policy within ten (10) working days after the grievance arises shall not be considered a grievance.
- C. The grievance time limit does not apply to errors that might occur in paycheck computations.
- D. The time elements in the first three (3) steps of the grievance procedure can be shortened or extended by mutual written agreement.

ARTICLE 31

ELIGIBILITY FOR RUNS

- A. Only Employees who are licensed by the State of Michigan and have full Bus Driver certification in their possession will drive buses in the transporting of any students.
- B. It shall be the responsibility of the Employer to hire substitute Bus Drivers. The Employer will attempt to have a sufficient number of highly qualified substitutes to adequately serve students.

ARTICLE 32

JOB POSTING AND BIDDING PROCEDURES

- A.1 1. When a vacancy occurs for a regular or newly created run and/or position as defined by the Employer, it shall be posted. When feasible the posting will be published within seven (7) working days of the date the vacancy occurs. All vacancies within the bargaining unit shall be filled on the basis of seniority and qualifications so long as the assignment does not violate any other article in this Agreement. All vacancies will be posted for a period of five-(5) working days in a conspicuous place on the bulletin board, setting forth the minimum requirements for the run. Employees interested shall apply in writing to the Transportation Supervisor within the five (5) working days of posting period. If the vacancies occur during the summer and are posted, a notice of the vacant position shall be sent to the Union Steward. The most senior Employee applying for the run who meets the minimum requirements shall be granted a trial period of five (5) working days to determine:
- a. Their desire to remain on the job.
 - b. Their ability to perform the job.
- The job shall be awarded or denied immediately following the trial period.
- A.2 Should a run become open after the start of the school year and such opening is not caused by a bid under A.1, drivers will be allowed to bid on the run based on their seniority. Any resulting vacancies shall be limited to two additional bids after which management has the right to assign an Employee to do the run. Management shall offer the resulting vacancy based on seniority with the Employee having the right of refusal.
- B. 1. Any time a run is eliminated or a new run is created, the Employee whose run is eliminated may bump a lower seniority driver on another run. Bus Drivers who are bumped through this process may bump any lesser seniority Bus Driver. If a new run is established, all drivers will have the right to bid and the run will be awarded according to seniority. If no Members of the bargaining unit bid on the run, it may be assigned to a substitute driver.
3. When a Bus Driver is not available to cover their regularly assigned run, the Employer shall offer the run to other bargaining unit members on the established rotational basis. If no bargaining unit member wishes to cover the run, the Employer can give the run to a substitute driver and shall provide an aide if so requested.
- C. In the event the senior applicant is denied the job, an evaluation hearing between the Employee and the Executive Director-Staff Resources or designee, will be held upon the request of either party in order to review the reasons. The Union Steward may attend the meeting.
- D. During the five (5) day trial period, the Employee shall have the opportunity to revert back to Employee's former run.
- E. During the trial period, Employees will receive the rate of pay of the jobs they are performing.

JOB POSTINGS AND BIDDING PROCEDURES, continued

- F. Regular Runs Other than Morning and Evening. All established regular runs other than the morning pick-up and evening take-home runs will be posted at the beginning of the school year and will be open for bidding by all Bus Drivers based on seniority. The incumbent Bus Drivers will be at the head of the seniority list for the runs they drove the previous year. If a new run becomes available, all the Bus Drivers have the right to bid and the run will be awarded according to contractual provisions. If an incumbent Bus Driver no longer wants the run he/she has held in the past, the run will be posted and awarded in accordance with contract provisions.
- G. Summer Work. Summer runs shall be posted at least one (1) week prior to the end of the regular school year. Employees interested shall apply in writing to the Supervisor of Transportation, Special Education within the five (5) working day basis. The incumbent summer Employees shall be at the head of the seniority list for these positions. If no Members of the bargaining unit bid on positions, they shall be assigned to the lowest seniority members if a fully qualified non-bargaining unit Member(s) is not available. All terms and summer work shall be deemed work in addition to the regular work year. Employees not scheduled for work during the summer shall not be eligible for unemployment compensation.
- H. Non-Union employees hired for the summer shall have no rights under this contract.
- J. Recognition of the following definitions:
1. Extensions: Semi-permanent addition before or after your normal bid run. i.e. Delay start or early release on a daily basis. Awarded according to Article 21 which includes seniority.
 2. Add-On: Temporary student assignment to accommodate various schools schedules. Will be awarded according to Article 21.
 3. Combined Runs: Created when calendar changes occur. These runs are awarded by seniority of all available drivers.

ARTICLE 33

SPECIAL RUNS

A. There will be two lists posted:

1. Special Runs.

- a. Made outside the Lenawee Intermediate School District.
- b. Made within the Lenawee Intermediate School District.

Special runs are defined as those runs not scheduled on a regular basis.

B. Special run Employees have to be qualified through the probationary period. If no regular qualified employee is available the least senior qualified regular Employee will be required to accept the run. The runs will be assigned by rotation. No Employee shall be eligible for a special run which requires the use of an orthopedic bus unless they have had specific training in the operation of the orthopedic bus; i.e., fastening in wheel chairs, operating lifts, etc. The administration shall make this training available at the beginning of each semester at the request of the Employee. If the Employee wishes to pass, there will be a check put by the Employee's number. If the run is accepted or assigned, the Employee must mark down the date and the hours worked no later than the following work day.

C. There will be at least a 48-hour notice given for every special run when possible. There will be a four (4) hour cancellation time for the Employee by the Employer. If notification is not given in the time limit, the Employee will be paid for a maximum of four (4) hours if it is a weekend or evening trip, but not to exceed the time the trip would have taken. They will be paid at their regular time rate. There shall be no double pay.

1. If the cancelled run is scheduled between regular runs, the Employee will be paid for the run up to the maximum of four (4) hours.
2. If the cancelled run is scheduled during both the morning and afternoon regular runs, the Employee will be paid the total regularly scheduled daily working hours provided the employee is available to complete the balance of the regularly scheduled runs.
3. If the cancelled run is scheduled during either the morning or afternoon regular run, the Employee shall be paid for the cancelled trip up to the maximum of four (4) hours, or the time of the regular run, whichever is greater, if the Bus Driver is unable to take the regular scheduled run.

D. For non-special education special runs, Employees are to be paid \$12 per hour during the duty portion of the trip (driving and other assignments made by the Supervisor of Transportation of Special Education or his designee). All layover time while on a non-overnight trip shall be paid.

E. Overnight Field Trips.

1. Meals will be provided for Employees on overnight trips. If meals are not provided, the following allowance shall be given:

SPECIAL RUNS, continued

Breakfast	\$3.00
Lunch	\$3.00
Dinner	\$4.00

If on a non-overnight trip during the evening, dinner will be provided as above.

2. An Employee driving, Monday through Friday for an overnight trip, shall be paid their actual hours driven. Days on which the Employee does not drive shall be considered off-duty status and be paid at the rate of \$50 per day. Employees driving on Saturday and/or Sunday will be paid for actual time driven at the appropriate rate.
 3. Bus Drivers will not be required to chaperone students while on off-duty status.
 4. Accommodations will be provided for Employees on overnight trips.
- F. When a run becomes available with less than 2 hours to fill said run, management shall have the right to go off the calendar to fill or assign said run. Management will make reasonable attempt to utilize a Bus Driver within the bargaining unit, however, time limits may entail securing the services of a substitute.

ARTICLE 34

LEAVES OF ABSENCE - UNPAID

Leaves of absence granted in relation to this article shall allow accumulation of seniority up to one year.

In no event except military service or Peace Corp leave shall seniority accumulate beyond one (1) year while on a leave of absence.

A. Illness and Accident

1. An Employee who, because of illness or accident, is physically unable to report for work may be given a leave of absence without pay or fringe benefits and without loss of seniority for a period of up to one year for disability, which may be extended without seniority accumulation by mutual agreement between the parties, provided they notify the Employer of the necessity therefore and provided, further, that they supply the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employer. Life insurance shall be paid by the Employer for the first three months of such leave.
2. Leaves of absence without pay or fringe benefits and without loss of seniority may be granted for up to 60 working days in case of a physical or mental illness, or prolonged serious illness in the immediate family, which includes husband, wife, children or parents living in the same household. Such leave may be extended to one year. However, the work position will be posted as a vacancy after the 60th working day except in the case of a medical leave which will not be posted for a one calendar year period or until the Employee notifies management that they will not be returning, whichever is first.

B. Military Leave

Request for military leave under this section shall be accompanied by a copy of her/his military orders.

1. The reinstatement rights of any Employee who enters military service of the United States by reason of an act of law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.
2. Leaves of absence without pay or fringe benefits will be granted to Employees who are active in the National Guard or branch of the Armed Forces Reserve for the purpose of fulfilling their annual field training obligations provided such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.

LEAVES OF ABSENCE - UNPAID, continued

C. Other Reasons for Leaves of Absence

All requests for leaves of absence shall be in writing and submitted to the Assistant Superintendent of Special Education or designee stating the reason for the request and the approximate length of leave requested. Leaves may be granted at the discretion of the Employer for reasons other than those listed. All unpaid leave for any length of time shall be without pay or fringe benefits and will be calculated using a proration method as determined by the Employer.

D. Returning from Leave of Absence

1. Employees returning from a leave of absence of less than 60 working days shall be returned to the position they held at the time the leave of absence was granted. A return from a leave of absence exceeding 60 working days does not assure the driver will be assigned the same route or vehicle.
2. An Employee on an authorized leave of absence must give written notice to the Transportation Supervisor of Employee's intention to return or terminate employment at least ten (10) working days prior to the end of such leave. Failure to furnish such notification shall be deemed a voluntary quit.
3. Employees returning from her/his leave under the provisions of this article and contract shall be guaranteed a position, seniority permitting.

ARTICLE 35

LIFE AND HEALTH INSURANCE COVERAGE

A. Life – The Employer shall provide \$7,000 term life insurance for all regular Employees who work a maximum of four (4) hours per day in a regular assignment.

B. 1. Health

Any Health Plan as mutually agreeable in writing by both the Employer and the Union. In the absence of agreement, the Employees will be provided access to any Employer group health plan in which the Employees are eligible for.

2. Premium Payment.

a) An Employee scheduled on a regular route to drive thirty (30) or more hours per week will receive the following premium paid by the Board. Any premium above the below stated amounts shall be the responsibility of the Employee. For the purpose of this Article, the scheduled route time will be determined by the Transportation Director as of October 1 at the beginning of each regular school year. Any changes to the scheduled route time will only be recognized when permanent changes to the regular route are made.

Full Family -	\$850
Self/spouse or self/child -	\$815
Single -	\$415

Those who do not take health insurance coverage through the LISD shall receive \$50 per month worked in lieu of the health insurance coverage. However, a determination will be made by the Administration if cash in lieu benefits will begin. The cash in lieu payment to an Employee is conditional upon the District receiving documentation and determining there is proof of other coverage that meets the Patient Protection and Affordable Care Act of 2010 minimum value and coverage requirements as determined by Administration.

b) An Employee scheduled on a regular route to drive between twenty five and twenty nine per week will receive the following premium paid by the Board. Any premium above the below stated amounts shall be the responsibility of the Employee. For the purpose of this Article, the scheduled route time will be determined by the Transportation Director as of October 1 at the beginning of each regular school year. Any changes to the scheduled route time will only be recognized when permanent changes to the regular route are made.

Full Family -	\$726
Self/Spouse or Self/Child -	\$704
Single -	\$363

There is no cash in lieu of insurance if working fewer than 30 hours per week.

c) The Employee's portion of the premium shall be deducted from the Employee's first pay of the month.

- d) For each month the Employee is eligible for health insurance coverage, the Employee shall be entitled to 1.22 months of coverage provided the Employee continues to be employed by the District.
- e) Eligibility of this coverage shall begin when an Employee has completed his/her probationary period. This insurance shall cease when the Employee is terminated from the district.

3. Cafeteria Plan

Employees will have access to the LISD Section 125 Cafeteria Plan which includes provisions for medical reimbursement and dependent care reimbursement per LISD policies and procedures. Participating Employees shall pay a service fee of \$1.50 per month per plan. This service fee may be reduced or eliminated, but shall not be increased.

Open enrollment for the Section 125 Cafeteria Plan will be made available as soon as possible

4. Dental and Optical

The Employer agrees to allow bargaining unit members to enroll in such dental and optical plans as the District makes available. The total cost shall be paid by the Employee, but may be paid with pre-tax dollars through the premium conversion option of the Cafeteria Plan.

5. LTD

For Employees not eligible for Board paid health insurance, the Board agrees to provide a long term disability plan to each Employee who drives a minimum of 20 hours per week for disability extending beyond the Employee's accumulated sick leave. The plan shall guarantee continuation of 60 percent of the Employee's income from wages and supplemental incomes averaged monthly, including benefits received from primary and family social security, workers' compensation, or any other Employer sponsored plan, including disability benefits received under the Michigan Public School Employee's Retirement Fund Insurance.

Benefits begin after ninety (90) calendar days or upon expiration of the Employee's sick leave, whichever is greater. Benefits will continue to the retirement age as set by law for illness or accident. Eligibility for new Bus drivers will begin after one year of employment.

Eligibility for insurance will be based on bid time. New insurance rates will be effective July 1 of each year.

ARTICLE 36

SICK LEAVE, FUNERAL LEAVE, AND PERSONAL LEAVE

A. Sick Leave

All Employees covered by this Agreement shall earn and accumulate up to 8 hours of sick leave per month of active service not to exceed 80 hours per year, with a maximum accumulation of 960 hours. Sick leave hours shall be earned in 2 hour increments. A maximum of 8 hours of sick leave will be paid for a single day. The following scale will be followed to earn sick leave:

<u>Scheduled work time at time of sick leave award</u>	<u>Amount earned</u>
1.50 to 2.00 hours per day	2 hours
2.10 to 4.00 hours per day	4 hours
4.10 to 6.00 hours per day	6 hours
6.10 to 8.00 hours per day	8 hours

Drivers working the summer months shall be eligible for up to 16 additional sick leave hours. "Active service" shall be defined as actually working 60% or more of the work days scheduled under this Agreement for that month. If Employee worked 40% to 60% or more of the time, she/he is eligible for up to 4 sick leave hours. Upon retirement or voluntary separation from the Employer after employment of three (3) consecutive years, the Employee shall be paid for up to up to 456 accumulated unused sick leave hours at the rate of \$1.88 per hour.

Sick leave shall be paid in 1 hour increments. Scheduled work time missed will be eligible for sick leave pay in 1 hour increments when missed work time exceeds .5 hours. Sick pay will be awarded by rounding missed time to the nearest 1 hour increment with each half hour or more (.50 and up) rounding up, and less than each half hour (.49 and down) rounding down. For example, .55 hours missed work time will be paid 1 hour sick time. 1.25 hours missed will be paid 1 hour sick time. .25 hours missed will not be eligible for paid sick time.

- B. Sick leave shall be granted to an Employee when they are incapacitated from the performance of their duties by sickness, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the Employee is afflicted with a contagious disease and requires the care and attention of the Employee, as documented by a physician at the request of the Supervisor of Transportation of Special Education or his designee. Immediate family shall be defined as spouse, children, foster children, parents, brothers or sisters, grand-parents and any person living within the Employee's household.
- C. In the event that an Employee is on sick leave for more than three (3) consecutive working days, a physician's certification may be required at the discretion of the Supervisor of Transportation of Special Education.
- D. An Employee off duty for any reason, including sickness, must report to the Transportation Supervisor or his designee as soon as they know they will not be able to work. The Employee must notify the Supervisor of Transportation or his/her designee by 2:00 p.m. if Employee will work the following day.

E. Upon the death of an Employee, all unused sick leave days will be paid at the prevailing rate to the Employee's beneficiary. An Employee while on paid sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked specifically.

F. Personal Days

The Employee will be granted up to 16 hours personal leave time per year. This personal leave time will be awarded and paid in hourly increments according to the same terms as sick leave. Application for such leave shall be made at least 48 hours before such leave (except in the case of emergency or when requesting approval to use personal time for inclement weather per Article 25). Personal business time shall be construed to mean time necessary to conduct business affairs which cannot be handled outside school duty hours. Personal time shall not be granted for the day preceding or the day following holidays or vacations unless approved by the Supervisor of Transportation of Special Education, or designee. Personal leave not used by the end of the year shall be transferred into Bus Drivers individual accumulated sick leave.

G. Funeral Leave

Funeral leave, not to exceed three (3) days per occurrence, with regular pay will be granted to attend the funeral of spouse, children, foster children, parents, brothers or sisters, grand- parents and any person living within the employee's household.

Two (2) days shall be granted for in-laws of the Employee. Funeral leave will not be charged against sick leave. Any additional time required as the result of a death as defined above shall be deducted from the Employee's accumulated sick leave. The use of this additional time shall be at the discretion of the Transportation Supervisor. Employees shall be granted time off to attend the funeral of non-family members without pay, at the discretion of the Transportation Supervisor.

H. If an Employee has pre-arranged a day of leave (personal day, sick day, vacation day or unpaid day), the day shall be charged as pre-arranged. No pre-arranged day of leave will result in the Employee receiving pay if the pre-arranged day later is changed to a non-working day for Acts of God or other circumstances causing the LISD to cancel the previously scheduled working day.

I. All Employees shall request available leave through the prescribed procedures of the Employer, including the Employees' use of electronic leave/attendance request systems.

ARTICLE 37

OVERTIME

Section A: Time and one-half (1 1/2) shall be paid after hours worked are over 40 in a week for all Employees. For the purpose of computing overtime, the work week begins at 12:01 a.m. on Saturday, and ends at 12:00 p.m. on Friday.

Section B: When route assignments are open for bid or when any other assignment is made available, Bus Drivers who are interested in any assignment that would cause their total scheduled time to exceed ten (10) or more hours per day or 40 hours per week will not have seniority rights to that assignment. The Employer may choose to assign this work to the next available senior Bus Driver who does not, and would not as a result of the assignment, have total weekly scheduled work or paid time exceeding 40 hours. However, in unique situations the Employer may assign this additional work to a Bus Driver with ten (10) or more hours of driving time per day or more than 40 scheduled hours per week. The Employer may not open up any work for bid causing overtime under this paragraph related to overtime until a driver is paid more than 40 hours per week or more for four weeks in a row.

This limitation shall not apply to occasional special charter trips.

ARTICLE 38

WORKERS' COMPENSATION

- A. The Employer shall provide Worker's Compensation for all Employees covered by this Agreement in accordance with the Michigan State law.
- B. Employees covered under this Article will be reinstated with full seniority to their regular position if she/he returns to work within one (1) year.
- C. Employees returning after one (1) year shall be governed by Article 34 Leaves of Absence, section D.3.

ARTICLE 39

HOLIDAY

All probationary and regular Employees will be eligible to receive holiday pay based on their current rate times the number of hours worked in a normal day, up to a maximum of eight (8) hours a day; providing they have worked the scheduled work day preceding and following the holiday or are on a pre-approved leave of absence or have a medical emergency or a funeral (death in the immediate family only.) Exceptions may be granted by the Executive Director-Staff Resources or his/her designee.

1. The paid holidays will be:
 - a. Thanksgiving Day
 - b. Friday after Thanksgiving
 - c. Christmas Eve Day
 - d. Christmas Day
 - e. New Year's Eve Day
 - f. New Year's Day
 - g. Good Friday
 - h. Memorial Day
 - i. July 4 (for those driving regularly at that time)
 - j. Labor Day (if school year starts for Sp. Ed. students before Labor Day).
2. The observance of these holidays will be per the Board's adopted school calendar.

ARTICLE 40

RETURN TO THE BARGAINING UNIT

If an Employee is transferred to a position under this Employer not included in the Union, Employee shall not accumulate seniority under this contract in the new position. The Employee may return to the unit when there is a vacancy.

The Employee mentioned, who returns to the bargaining unit, shall not exercise her/his previously accumulated seniority for bidding purposes for a period of two (2) years. After the two year period, this former Employee may exercise her/his total seniority.

The Employee may request a temporary leave of absence for five (5) working days to try a new position in the Lenawee Intermediate School District. During the five days, she/he may return to the former position. This option shall not be available during the summer months or in September.

ARTICLE 41

PAYMENT OF BACK CLAIMS

If the Employer fails to give an employee the opportunity to work to which Employee's seniority entitles Employee, and a written notice of Employee's claim is filed within thirty (30) days of the time the Employer first failed to give Employee such work, the Employer will reimburse Employee for the earnings Employee lost through failure to give Employee such work. No such claim for back wages shall exceed the amount of wages the Employee would otherwise have earned.

ARTICLE 42

EXTRA CONTRACTUAL AGREEMENTS

- A. No agreement shall be made by any Employee or group of Employees with the Employer that is in conflict with the terms of the master agreement unless the same has been executed in writing between the parties or ratified by the Union.

- B. The waiver of any condition of this agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

ARTICLE 43

WAGES

A. Base Hourly Wage Scale and Performance-based Pay

1. Base Hourly Wage Scale: The base hourly wage pay scale below will apply to Employees only when they are eligible for the pay increases listed. Eligibility for the next level increase is granted only to Employees who have received either an Effective or Highly Effective rating on a written performance evaluation for the work period immediately preceding the work period where the Employee would receive an increase in pay as outlined. When an Employee receives a Minimally Effective or Ineffective evaluation, the rate of pay will be frozen at the current level and may only be reconsidered for the next level increase upon that Employee receiving an Effective or Highly Effective rating on their next annual performance evaluation. The performance evaluation instrument shall be as determined by the Employer. The performance evaluation process and final performance evaluation report shall not be grievable.

2. Additional Performance-based Pay. Additional performance-based pay is calculated on the current Base Hourly Wage Scale and is paid to eligible Employees. Eligibility for additional performance-based pay is granted only to Employees who receive an overall Effective or Highly Effective rating on their annual performance evaluation for the year immediately preceding the work year being granted additional performance-based pay. Additional performance-based pay will be awarded for the 2018-2019 and 2019-2020 work years as follows:
 - 2018-2019 – additional 2% calculated on Base wage, added to accrued performance-based total per below
 - 2019-2020 – additional 2% calculated on Base wage, added to accrued performance-based total per below

Accrued Performance-based Pay. Accrued performance-based pay is granted and paid to eligible Employees. Eligibility for accrued performance-based pay is granted only to Employees who receive an overall Effective or Highly Effective rating on their annual performance evaluation for the year immediately preceding the work year being granted accrued performance-based pay.

NEW HIRE EMPLOYEE

Beginning with the 2018-2019 work year, if recommended by the Staff Resources Department and approved the Superintendent of Schools, the LISD may award and pay performance-based compensation to a newly hired employee based upon his/her demonstrated performance achievement with another employer and/or past driving experience. Consideration for the amount of performance-based compensation awarded upon hire may include, but not be limited to, the amount of performance-based compensation the newly hired employee may have earned for their same years of similar driving work performed if they were employed by the LISD. Performance-based compensation paid to a newly hired employee will be eligible to be accrued beginning the next work year following their hire, under the same performance evaluation conditions for all other employees to receive accrued performance-based compensation. LISD may defer awarding and paying performance-based compensation to a newly hired employee for past employment,

until the employee has been employed for at least one year and has achieved an Effective or Highly Effective overall rating in an annual performance evaluation.

Base Hourly Wage Scale: 2018-2019 and 2019-2020

Fifty (50) working days	\$12.13/hr
Probationary rate	\$12.43/hr
After 50 days	\$13.99/hr
After 1 year	\$15.44/hr
After 2 years	\$16.97/hr

B. Longevity Pay

Longevity pay adjustments will be effective on the anniversary date of hire for only those Employees receiving an overall Effective or Highly Effective rating on their annual performance evaluation.

Added to Hourly Wage

5 years to 10 years seniority	\$.25
10 years to 15 years seniority	.35
15 years to 20 years seniority	.45
20 years seniority and over	.55

- C. It is the Driver's responsibility to inform the Transportation Department of extended student absence.

All drivers hired by the LISD will be paid on actual drive time. This, however, does not effect the minimum paid times for the AM, PM or noon runs as defined in Article 23, Section H.

- D. Request for any additional paid time beyond daily established/scheduled time, because of unusual circumstances, must be submitted in writing for determination by the Executive Director-Staff Resources or his/her designee.
- E. All Members will receive their pay wages and other compensation through electronic direct deposit to one account of a recognized financial institution of the Members choice.
- D. For the 2018-2019 work year only, those Employees returning to work at the beginning of the 2018-2019 work year who also were covered by this Agreement for the 2017-2018 work year, will receive a \$500 one-time off-schedule pay, to be paid on the first reasonable regularly scheduled pay date following ratification of this agreement, which the District is able to process the \$500 within the normal payroll process. This one-time payment will not accrue and be paid again in a future work year, and is being paid in consideration of these Employees for being now paid on a two-week time lag schedule per Article 10, General Terms, Paragraph F, whereas they were paid on a one-week time lag schedule in prior work years.

ARTICLE 44

SEVERABILITY

If any provision of the Agreement or any application of the Agreement to any Employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this agreement and govern the relation of the parties hereunder.

ARTICLE 45

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Employer and the Union. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Employer and the Union. The waiver of any breach, term or condition of the agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Any term and condition of the old Agreement not altered, modified or changed by these negotiations shall remain as in the old Agreement.

ARTICLE 46

WAIVER

The parties acknowledge that during the negotiations which resulted in this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the union, for the life of this agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 47

IMPLEMENTATION COMMITTEE

- A. The Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and the complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in an amendment hereto.

- B. An Implementation Committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.
 - 1. The Implementation Committee shall be composed of not more than two (2) representatives of the Board appointed by the Superintendent, and not more than two (2) representatives of the Union designated by the Steward.
 - 2. The Implementation Committee will meet as necessary as requested by either party. These meetings are not intended to bypass the grievance procedure.
 - 3. All meetings between the parties will be scheduled to take place as promptly as possible, at times when Employees involved are free from assigned responsibilities (unless otherwise mutually agreed).
 - 4. Each party will submit to the other at least one week prior to the meeting an agenda covering what they wish to discuss.
 - 5. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
 - 6. Salary items shall not be considered under the terms of this Section.
 - 7. Items considered under this Article shall not be subject to the mediation or fact-finding procedures of Public Act 379.

- C. Should the efforts of the Implementation Committee result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Union.

ARTICLE 48

EFFECTIVE DATE, TERMINATION, MODIFICATION AND DURATION

1. This Agreement shall continue in full force from October 29, 2018 and effect until June 30, 2020, 12:00 midnight.
2. If either party desires to renegotiate the terms of this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of desire to renegotiate. If neither party shall give notice of desire to renegotiate or withdraws the same prior to the termination date, this Agreement shall continue in full force and effective from year to year thereafter subject to notice of desire to renegotiate by either party on ninety (90) calendar days written notice prior to the current year's termination date.
3. Notice of termination or modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, Teamsters State, County and Municipal Workers Local 214, 2825 Trumbull Avenue, Detroit, MI 49216; and if to the Employer, Lenawee Intermediate School District, 4107 North Adrian Highway, Adrian, MI 49221 or to any such address as the Union or the Employer may make available to each other.

In witness whereof, the parties have enacted this Agreement by their duly authorized representatives on the date written below.

BOARD OF EDUCATION
Lenawee ISD

Richard Germond 12/3/18
President Date

Ann S. Hartley 12/3/18
Secretary Date

TEAMSTERS LOCAL 214
Lenawee ISD

[Signature] 11.13.18
Business Rep. Date

[Signature]
Steward Date

ARTICLE 49

EMERGENCY FINANCIAL MANAGER

An emergency manager appointment under the Local Financial Stability and Choice Act, Act 436 of 2012, section 141.1541 to 141.1575, shall be able to reject, modify or terminate this Agreement as provided in the Act. This clause is included in this agreement because it is understood to be legally required by state law and not necessarily because the Board and Association agree as to how it may be applied or enforced in the future.

APPENDIX I

GRIEVANCE REPORT FORM - TEAMSTERS 214

STEP I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance (SEE ATTACHED TEAMSTERS' GRIEVANCE FORM)

2. Specific Article(s) and Section(s) Violated _____

3. Relief Sought _____

Union Endorsement Signature Date

Grievant's Signature Date

C. Disposition by Transportation Supervisor _____

Transportation Supervisor Signature Date

STEP II

A. Position of Grievant and Union - Why Decision is Not Satisfactory _____

B. Date Received by Executive Director-Staff Resources _____

C. Disposition of Executive Director-Staff Resources _____

Signature

Date

STEP III

A. Position of Grievant and Union - Why decision is Not Satisfactory _____

B. Date Received by Superintendent or Designee _____

C. Disposition of Superintendent or Designee _____

Signature

Date

STEP IV

A. Position of Grievant and Union - Why Decision is Not Satisfactory _____

B. Date Received by Board of Education's Secretary _____

C. Disposition of Board _____

Signature

Date

STEP V

For Grievances Involving Suspension or Discharge Only

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator

Date

APPENDIX II

Employee Year-end Pay Salary Withholding Waiver

This Employee Year-end Pay Salary Withholding Waiver Must be completed, signed, and received by the LISD Transportation Department on or before May 1 of each school year to be valid. The LISD Transportation Department will submit the completed Employee Year-end Pay Salary Withholding Waiver to the LISD Payroll Department upon receipt, and keep a copy in the Transportation Department for record purposes.

With my signature below, I [enter employee name _____] waive my right, as described under Article 10 Paragraph E of this Agreement, to have my pay salary withheld.

By completing, signing, and submitting this Employee Year-end Pay Salary Withholding Waiver within the timeline established, I understand the following:

- I will receive my earned pay salary for the last pay period of the scheduled school year, on or before 14 days after the end of this last pay period I worked in the current scheduled school year.
- When returning to work at the beginning of the next scheduled school year, I will not receive another pay salary distribution until 14 days following the last day of the pay period in which I returned to work.

Bus Driver Signature: _____

Date: _____

For Transportation Department Use Only Below:

Date Received: _____ Date Sent to Payroll: _____

Signature of Transportation Department Employee _____