

AGREEMENT BETWEEN

THE LENAWEЕ INTERMEDIATE SCHOOL DISTRICT

AND THE

TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

DATED JULY 1, 2018

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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 Regular Bus Assistants (hereinafter referred to as, and interchanged with, "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 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 those 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 Bus Assistants directly employed by the Lenawee Intermediate School District for the purpose of providing bus assistant services for LISD special education programs and students.

Excluded: All substitute bus assistants, all bus drivers, all contracted bus assistants and other contracted staff, all office and secretarial and clerical personnel, all 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 assistants and all other LISD employees connected with providing transportation services for non-special education programs, and for all 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 those working conditions, which are not a prohibited subject of bargaining under section 15 of Michigan's Public Employment Relations Act, MCL 423.215, 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 and other applicable laws and administrative regulations, including, but without limiting and generality of the foregoing; the management and control of school operations, properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline, termination of employment, 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 not be limited by the specific and expressed terms of this Agreement, but will extend to all other Board Policy and applicable law that is not specifically in conflict with this Agreement.

ARTICLE 6

UNION RIGHTS

- A. Members of the Union 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. In addition, tasks assigned by the Transportation Supervisor that are reasonable to perform under the physical limits specified in the Job Description, will also be performed by the member/employee.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business as it pertains to this contract on school property at reasonable times and purposes that have been pre-approved by the Executive Director-Staff Resources or his/her designee. Requests will be considered provided that the business is during non-paid time periods of Union employees, and does not interfere with or interrupt normal operations of the Employer.
- C. The Union shall have the right to use school facilities within established board policy for building use.

ARTICLE 7

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 Michigan's Public Employment Relations Act, MCL 423.201, et seq., as amended. 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 8

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. 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.
- C. Steward and Alternate Steward time spent for the purpose of investigating grievances and to attend grievance and negotiation meetings is unpaid, unless such time has been specifically agreed to be paid by the Executive Director-Staff Resources or his/her designee. It is understood that if the Steward and/or Alternate Steward are required by the Executive Director-Staff Resources or his/her designee to attend grievance and negotiation meetings during their regular scheduled work time, it will be without loss of pay.

ARTICLE 9

GENERAL TERMS

A. 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.

- 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.

B. 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.

C. Safety Equipment:

Safety equipment will be made available by the Employer when needed as determined by

ARTICLE 9

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. Substitute Bus Assistants:

Substitute and/or temporary bus assistants, outside the bargaining unit, will be used at the discretion of and as deemed necessary by the District Administration.

ARTICLE 10

CONDITIONS OF EMPLOYMENT

A. Employee Qualification and Training

1. The Employee shall be mentally and physically competent.
2. New Employees shall be considered probationary for the first 90 days of work. Probationary Employees are not eligible to file a grievance individually or as part of a group. Probationary Employees may be discharged for any reason or no reason.
3. 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.
4. The Employee is prohibited from possessing a firearm, dagger, dirk, stiletto, knife, iron bar, or brass knuckles while on duty and/or physically present on LISD property.
5. Persons considered for employment as school bus assistants must be at least eighteen (18) years of age.
6. The Employee shall be capable of understanding, controlling, and relating positively with persons with disabilities.
7. The Employee will study and observe all state, county, and local laws and regulations relating to the service of students and all other assigned job duties.
8. The Employee may be required to pass a physical examination each year, and may be required to take additional physical examinations to determine physical fitness for being employed as a bus assistant.

- 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 Board Policy and all other employment obligations applicable to their position. If Employees are required to attend meetings, they shall be paid their hourly rate while in attendance.

ARTICLE 11

NEGOTIATIONS PROCEDURES

In any negotiations described in this Agreement, 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.

ARTICLE 12

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 mileage.

ARTICLE 13

CHANGING ASSIGNMENTS AND NEW ASSIGNMENTS

- A. The parties recognize that the full rights of assignment, and reassignment, are at the sole discretion of the Board.

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 and/or services may result in the reduction or changing the number of bus assistant employees and changing the job responsibilities of remaining bus assistants.

The Employer shall have the right to establish, evaluate, and change bus assistant assigned duties at any time. It is recognized that other means of providing bus assistant labor may be used at the discretion of the Employer at any time. The Employer will consider any input offered from the bus assistants and Union representatives.

Both parties agree that it is the Employee's primary responsibility to assist with all necessary duties related to transporting students to and from school related activities. It is further understood that in cases of special and/or unique circumstances, it is the Board of Education's prerogative to provide for completion of bus assistant duties by other available means.

- B. When a vacancy occurs for a regular or newly created run and/or position as defined by the Employer, it shall be posted as soon as possible. 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 at the discretion of the Transportation Supervisor. All vacancies will be posted for a period of at least five (5) working days in a conspicuous place on the bulletin board, setting forth the minimum requirements (if any) for the run. Employees interested shall apply in writing to the Transportation Supervisor during the five (5) working days of the posting period, unless extended by the Transportation Supervisor.

ARTICLE 14

MISCELLANEOUS

- A. All Employee responsibilities not specifically outlined in this Agreement will include but not be limited to those as described in Board Policy and all other documents governing LISD employment terms and responsibilities, such as the LISD Staff Handbook.
- B. 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, including, but not limited to, the LISD Staff Handbook, terms and conditions in the LISD's Board Policies, and Administrative Regulations.
- C. As provided for in Board Policy, the District will provide legal support and shall indemnify its employees unless the actions of the employee constitutes gross negligence or willful misconduct.

ARTICLE 15

ACT OF GOD and HOLIDAY PAY

- A. Act of God Days:
For purposes of this contract, Act of God days are those times when conditions are such that schools and/or student programs are closed for student attendance by direction of the Superintendent or his/her designee.
- B. Delay Start of School Day:
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 for actual runs completed for that day.
- C. School Closings and Work-day Cancellations:
Employees may not be required to report to work on Act of God days and on days when the student(s) they are responsible for will not be in attendance. If the Employees are required to report for work when student programs are cancelled or when the student(s) they are responsible for are not in attendance, the Employee will be paid for their required time worked.
- D. Holiday Pay:
Employees covered under this Agreement will be eligible to receive 1 hour of holiday pay at their current hourly rate of pay; provided they have worked the scheduled work day immediately preceding and immediately following the holiday or are on a pre-approved leave of absence of less than 10 working days in length or have an approved medical emergency or a funeral for death of an immediate family member only. Immediate family for the purpose of this Contract shall be defined as spouse, children, foster children, parents, brothers or sisters, grand-parents and any person living within the Employee's household. Exceptions for approving the holiday pay, when not meeting the criteria included in this paragraph, 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 working regularly at that time)
 - j. Labor Day (if school year starts for Special Education students before Labor Day)
 2. The observance of these holidays will be per the Board's adopted school calendar.

ARTICLE 16

SENIORITY

- A. The seniority status of Employees covered under this agreement is established by the hire date of each Employee, with the most senior Employee being the one with the longest term of employment. Seniority may be considered, but is not required, by the Employer when making decisions, including but not limited to decisions involving assignment of Employees, and layoff/recall of Employees after first considering job performance and qualification factors.

ARTICLE 17

GRIEVANCE

- 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 holidays and non-session school days, and Saturdays and Sundays.

- B. Should a grievance be signed by more than one (1) grievant, 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 of an occurrence upon which the grievance is based, the Employee will first request a hearing to 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 the 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 written 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 and explain how the section or subsection of this contract was 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 in accordance with the above requirements at the sole discretion of the LISD may be rejected as improper. Such a rejection shall void the grievance entirely. Employees shall use the grievance form that is attached to and incorporated into this Agreement as Appendix I.

- E. General Procedures.

1. Exclusions. The grievance procedure shall not apply to:
 - a. Probationary Employees.
 - b. The dismissal of any probationary Employee.
 - c. Any provision of the Agreement which contains an express exclusion from this procedure.
 - d. The performance evaluation rating of any Employee. However, if an 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 Executive Director of Staff Resources shall 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 requesting the grievance be raised to the next level.
 3. Timelines. Timelines at any step may be extended by mutual written 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 request a conference with the grievant and within five (5) working days thereafter forward his/her 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 request a conference with the grievant and a Union representative and within five (5) working days thereafter forward his/her 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 request an appeal of the grievance to the Board of Education by filing the request 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 decide to meet or not to 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 as the Board is the final step.
- I. The grievance procedure shall be the exclusive remedy for contract violations.
- J. If the Employee having filed a grievance terminates employment or has his/her employment terminated, said grievance shall be immediately withdrawn.

ARTICLE 18

DISCIPLINE, DISCHARGE AND SUSPENSION

- A. The Employer shall discipline, discharge, and/or suspend employees in accordance with applicable law and established Board Policy and/or District procedures.

ARTICLE 19

LEAVES OF ABSENCE

All leaves of absence shall be subject to the terms and procedures designated in the LISD Staff Handbook.

ARTICLE 20

PERSONAL LEAVE TIME

- A. Personal Leave Time: Employees shall earn and accumulate up to 8 hours of personal leave for every 80 days worked_pursuant to the schedule below. Personal leave hours shall be earned in 2 hour increments. A maximum of 8 hours of personal leave will be paid for a single day. The following scale will be followed to earn personal leave:

Scheduled work time at time of personal leave award amount earned

- 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

- B. Personal leave shall be paid in 1 hour increments. Scheduled work time missed will be eligible for personal leave pay in 1 hour increments when missed work time exceeds .5 hours. Personal leave 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 personal time. 1.25 hours missed will be paid 1 hour personal time. .25 hours missed will not be eligible for paid personal time.
- C. The Employee may carryover 8 hours of personal leave time to the next work year with a maximum accumulation of 24 hours of personal leave time. All personal leave time taken must be approved in advance by the supervisor.

ARTICLE 21

OVERTIME

Time and one-half (1 1/2) shall be paid after hours worked are over 40 in a work week for all Employees. For the purpose of computing overtime, the work week shall be consistent with the 7-day period established by the LISD-. All Employees covered by this Agreement shall be paid according to the established procedures of the District.

ARTICLE 22

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 this agreement unless the same has been executed in writing between the parties or ratified by the Union and the Board.
- 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 nor shall it constitute a waiver of any other condition of this agreement.

ARTICLE 23

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 all performance evaluation reports 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.
 - a. Additional performance-based pay will be granted to eligible Employees as follows:
 - 2018-2019 – 2% calculated on Base wage, added to accrued performance-based total per below (when applicable)
 - 2019-2020 – 2% calculated on Base wage, added to accrued performance-based total per below (when applicable)

3. **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.

2017-2018 – 2019-2020 BUS ASSISTANT BASE PAY WAGE STRUCTURE

START	60 DAYS	1 YEAR	3 YEARS	5 YEARS
\$10.07	\$10.87	\$11.35	\$11.81	\$12.24

- B. 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 9, General Terms, Paragraph B., whereas they were paid on a one-week time lag schedule in prior work years.

ARTICLE 23

- C. It is the Bus Assistant's responsibility to inform the Transportation Department of extended student absences

ARTICLE 24

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 25

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 26

ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior agreements and practices, whether oral or written. 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 nor shall it constitute a waiver of any other condition of this agreement.

ARTICLE 27

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 waive 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 28

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.

ARTICLE 29

DEFINITIONS

Base Compensation: The Base hourly rate paid to the employee according to the Base Pay Wage Structure included in the Agreement.

Performance-based Compensation: Accrued Performance-based Compensation and Additional Performance-based Compensation.

Additional Performance-based Compensation: Performance-based Compensation awarded and paid upon return to a similar assignment in an ensuing work year.

Accrued Performance-based Compensation: Performance-based Compensation which has been awarded, paid and accumulated.

ARTICLE 30

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.
3. Written communication: Notices in writing 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, Attn. Superintendent, 4107 North Adrian Highway, Adrian, MI 49221 or to any such address as the Union or the Employee may make available to each other. Electronic written notices shall also be considered sufficient such as email, once responded to by the intended recipient of the electronic message sent.

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 Bernard 12/3/18
President Date

Rene S. Hartley 12/3/18
Secretary Date

TEAMSTERS LOCAL 214
Lenawee ISD

Quwalter 11.13.18
Business Rep. Date

Ray Cooper
Steward Date

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

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 Assistant Signature: _____

Date: _____

For Transportation Department Use Only Below:

Date Received: _____ Date Sent to Payroll: _____

Signature of Transportation Department Employee _____