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8/31/97

AGREEMENT BETWEEN  
THE LENAWEE INTERMEDIATE SCHOOL DISTRICT  
AND THE  
TEAMSTER STATE, COUNTY AND MUNICIPAL WORKERS  
LOCAL 214

*Lenawee Intermediate School District*

September 1, 1994 - August 31, 1997



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ARTICLE 1

AGREEMENT CLAUSE

This Agreement is entered into the 1st day of September, 1994 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.

## 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 for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regular full and regular part-time special education bus drivers employed by the Lenawee Intermediate School District.

Excluded: All substitutes, 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.

## 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, age, national origin, handicap or marital status.

**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 Assistant Superintendent of Special Education or his 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. The Union shall represent probationary employees for the purpose of collective bargaining with respect to wages only.
- B. All employees upon completion of the probationary period shall sign and deliver to the Board authorization to deduct a service fee and such authorization shall continue in effect from year to year unless revoked in writing.
- C. All employees except probationary employees covered by this Agreement shall pay to the Union each scheduled full, bi-weekly pay period of service, a fee in an amount equal to the regular membership dues uniformly required of employees of the Employer who are members. This provision is effective immediately.
- D. The Employer shall deduct from the pay of each employee from whom it receives authorization to do so by a monthly billing from the Union, the required amount for the payment of initiation fees, dues or membership service fees. Such dues or fees, accompanied by a notation of employees from whom they have been deducted and the amount deducted from each, and by a notation of employees who had authorized such deductions and from whom were made, and the reason therefore, shall be forwarded to the Union no later than forty (40) days after the deductions were made following the monthly billing.
- E. The Employer upon receiving a signed statement from the Union indicating that the employee is 60 calendar days in arrears of dues shall immediately notify said employee that her/his services shall be discontinued at the end of ten (10) working days and shall dismiss said employee accordingly through written notification, with copy of the communication forwarded to the Union.
- F. The Union shall notify the Employer forty (40) days prior to any change in dues or fees.
- G. 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.
- H. 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 shall be represented by a Steward and an Alternate Steward who shall 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 Assistant Superintendent of Special Education or his 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. All employees covered by this Agreement shall be paid in full every two (2) weeks. Not more than one week's pay shall be held from a regular employee. Employees will be paid on the basis of employee signed time cards approved by the Transportation Supervisor or his designee.
- E. Substitutes, outside the bargaining unit will be used only (except in emergencies) in the absence of or unavailability of regular employees.

## 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, refrain from the use of tobacco while driving or in the presence of school children, refrain from smoking on a school bus within one hour of use of the bus by pupils, use no profane language in the presence of the students, and at no time while on duty be under the influence of intoxicating liquor or drugs other than prescribed drugs.
3. Persons considered for employment as school bus drivers must be at least eighteen (18) years of age. A school bus driver will no longer be eligible for employment at age seventy (70).
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 a TB test every three years as required, 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 Assistant Superintendent of Special Education 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.

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 an employee of the Lenawee Intermediate School District initiates a suit against the employer. 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.

## 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.

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 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 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.

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 Supervisor of Transportation of Special Education or his 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. Contact with parents of transported students before school starts limited to 8 hours - paid. If this takes over 8 hours, additional hours will be paid on the approval of the Supervisor of Transportation of Special Education or her/his designee.
- C. Break-down time on scheduled routes - paid.
- D. Washing of buses by drivers when needed - paid at \$4.00 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 Supervisor of Transportation of Special Education.
- E. When assigned a spare bus, the 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 Supervisor of Transportation of Special Education of operational problems with bus.
- G. Fifteen (15) minutes morning pre-trip inspection, and effective August 30, 1983, fifteen (15) minutes afternoon pre-trip inspection (with required checklist) paid.
- H. Paid minimum of two (2) hours for morning pick-up and afternoon take-home runs. Paid minimum of one and one-half (1 1/2) hours for any other regular run.
- I. The Employer shall provide all new employees with a copy of this Agreement.
- J. Cleaning of buses before beginning of school year - paid up to 4 hours if required by Employer.
- K. 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.
- L. When there is up to 30 minutes between regularly scheduled runs and special runs, up to 15 minutes will be paid. This time between runs shall not be paid if more than 8 hours is paid for the day.
- M. Up to one week of unpaid time during the summer per drive 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.
- N. 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 record 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. Prior to starting the morning run:  
When an Act of God day is declared by the Superintendent of Schools and/or his designee, all employees shall be paid their regular day's salary of scheduled work up to a maximum of eight (8) hours.
- 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 employer 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 the balance of the run and day provided she/he is available for her/ his noon run and take-home run.
- 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. In addition, although not a part of the contract, the fan-out system has been updated.
- E. If, because of "Act of God" days, extra days of student instruction are added to the school year, these days will be driven by the employees at no pay in the same way they are made up in the LIEA and LVTA.

## 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.

#### 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 Personnel 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. Incompetency 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 annual evaluation of any employee.

## GRIEVANCE PROCEDURE, continued

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 Assistant Superintendent of Special Education. 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 Assistant Superintendent of Special Education or his 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 Assistant Superintendent of Special Education 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 Assistant Superintendent of Special Education 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 Special Education 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 special education students.



## ARTICLE 32

### JOB POSTING AND BIDDING PROCEDURES

A.1 When a vacancy occurs for a regular or newly created run and/or position as defined by the Employer, it shall be posted 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. 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 posting period. If the vacancies occur during the summer, 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:

1. Their desire to remain on the job.
2. 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. Drivers who are bumped through this process may bump any lesser seniority 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.
  2. When a 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 Assistant Superintendent of Special Education 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 based on seniority. The incumbent 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 drivers have the right to bid and the run will be awarded according to contractual provisions. A change of rate in a particular noon run (such as a run that was regular the previous year and becomes wheelchair for the new year), does not change the status of the incumbent. That driver is still incumbent for that noon run. If an incumbent driver no longer wants the run he/she has held in the past, the run would 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.

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.

D. For special runs, employees are to be paid their regular rate 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:

|           |        |
|-----------|--------|
| Breakfast | \$3.00 |
| Lunch     | \$3.00 |
| Dinner    | \$4.00 |

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

SPECIAL RUNS, continued

2. An employee driving, Monday thru Friday for an overnight trip, shall be paid their actual hours driven but no less than their regular day's pay. 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.
  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 driver is unable to take the regular scheduled run.
- 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 driver within the bargaining unit, however, time limits may entail securing the services of a substitute.

## ARTICLE 34

### LEAVES OF ABSENCE

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.

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. Health - Health insurance (SET Ultra Med B with Med Chek or fairly equivalent) shall be provided by the Employer for all regular employees who work a minimum of 20 hours per week on a regular basis. This insurance shall not be provided to those employees who are eligible for such coverage by other health insurance. Employees wanting this coverage are to submit an affidavit certifying they are not eligible for health insurance coverages under any other group program before this coverage will be implemented. Employees not eligible for health insurance may take the above plan at their own expense.

Eligibility for this coverage shall be determined as follows:

1. An employee scheduled on a regular basis to drive thirty (30) hours or more per week will receive the following percent of the premium paid by the Board:
  - Single - 80%
  - Self/spouse or self/child(ren) - 70%
  - Full family - 60%
  
2. An employee scheduled on a regular basis to drive between twenty (20) and thirty (30) hours per week will receive the following percent of the premium paid by the Board:
  - Single - 70%
  - Self/spouse or self/child(ren) - 60%
  - Full family - 50%

The balance of the premium shall be deducted from the employee's first pay of the month.

Eligibility for 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.

- C. 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 drivers will begin after one year of employment.



## ARTICLE 36

### SICK LEAVE, FUNERAL LEAVE, AND PERSONAL LEAVE

#### A. Sick Leave

All employees covered by this Agreement shall accumulate one (1) sick leave day per month of active service not to exceed ten (10) days per year, with a maximum accumulation of one hundred and twenty (120) days. Drivers working the summer months shall be eligible for 2 additional sick days. "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 1/2 sick day. Upon retirement or voluntary separation from the Employer after employment of three (3) consecutive years, the employee shall be paid for up to fifty-seven (57) accumulated unused sick leave days at the rate of \$15.00 per day.

Sick pay will be based on driver's current rate times the number of hours worked in a normal day up to a maximum of 8 hours a day.

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, grandparents 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 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 two (2) personal days per year. Application for such leave shall be made at least 48 hours before such leave (except in the case of emergency). Personal business days shall be construed to mean time necessary to conduct business affairs which cannot be handled outside school duty hours. Personal days 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 days not

SICK LEAVE, FUNERAL LEAVE, AND PERSONAL LEAVE, continued

used by the end of the year shall be transferred into 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.



**ARTICLE 37**

**OVERTIME**

Time and one-half (1 1/2) shall be paid after eight (8) hours in any one work day. All other overtime shall be paid in compliance with state law. For the purpose of computing overtime, the work week begins at 12:00 a.m. on Monday, and ends at 11:59 p.m. on Sunday.

**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 8 hours a day; providing they have worked the scheduled work day preceding and following the holiday or are on paid leave.

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. Pay Scale

|  | <u>1994-95</u> | <u>1995-96</u> | <u>1996-97</u> |
|--|----------------|----------------|----------------|
| Fifty (50) working days<br>Probationary rate | \$ 8.88        | 9.14           | 9.38           |
| After 50 days                                | 9.98           | 10.27          | 10.55          |
| After 1 year                                 | 11.03          | 11.35          | 11.65          |
| After 2 years                                | 12.12          | 12.48          | 12.81          |

B. Longevity Pay

Longevity pay adjustments will be effective on the anniversary date of hire.

Added to Hourly Wage

|                                |        |
|--------------------------------|--------|
| 5 years to 10 years seniority  | \$ .25 |
| 10 years to 15 years seniority | .35    |
| 15 years seniority and over    | .45    |

- C. Regular runs will be scheduled and paid to the quarter hour by the Assistant Superintendent of Special Education or his designee. These runs will be reviewed periodically for time adjustment as students are added or subtracted from the run.
- D. Driver paid time will not be adjusted for temporary absence (defined as student caused such as illness or vacation) of a student up to 30 consecutive calendar days. However, the maximum time paid beyond the actual time of the run shall not exceed 15 minutes. It is the Driver's responsibility to inform the Transportation Department of extended student absence.
- E. Request for any additional paid time beyond daily scheduled time because of unusual circumstances must be submitted in writing to the Supervisor of Transportation of Special Education for determination.

**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 September 1, 1994 and effect until August 31, 1997, 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 Employee 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

TEAMSTERS LOCAL 214  
Lenawee ISD

J. Donald Bush 4/3/95  
President Date

Mr. Adams 3-20-95  
Business Rep. Date

[Signature] 4-3-95  
Secretary Date

[Signature] 3-27-95  
Steward Date

Guarita R Johnson 3-27-95  
Guarita R Johnson 3-27-95

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 Deputy Director of Special Education \_\_\_\_\_

C. Disposition of Deputy Director of Special Education \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**STEP II**

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



