

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

**TEAMSTERS, LOCAL 214
(Para-Professionals)**

Effective July 1, 2017, to and including, June 30, 2019

**Crestwood School District
Dearborn Heights, Michigan**

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AGREEMENT

This Agreement is made and entered into on 1st day of July, 2017, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan, (hereinafter referred to as the “EMPLOYER”) and LOCAL UNION 214, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS (hereinafter referred to as the “UNION”).

PURPOSE

The purpose of the Agreement is to set forth terms and conditions of employment as required by the PERA, Act 379 of the Michigan Public Acts of 1965, as amended, and to promote orderly and peaceful labor relations between the employees and employer

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, or other conditions of employment for all regular full-time and regular part-time employees employed in the classifications of Library Para-Professional, General Education Para-Professional, Special Education Para Professional and Bi-Lingual Facilitators, excluding substitutes and all other employees not included above.

A full-time Para-Professional is defined as an employee regularly scheduled to work at least thirty (30) or more hours per week.

A part-time Para-Professional is defined as an employee regularly scheduled to work at least thirteen (15) hours per week, but less than thirty (30) hours per week

ARTICLE II - MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations, (a) to direct employees of the school, (b) to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employee, (c) to relieve employees from duties because of lack of performance or for other legitimate reasons, (d) to maintain the efficiency of the school operations entrusted in the, (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of the Crestwood School District.

ARTICLE III - SENIORITY

A. Seniority - Seniority for the purpose of the Agreement shall mean the employee’s length of continuous employment in the classifications covered by this Agreement.

The Union shall be furnished an up-to-date seniority list, stating name and seniority date at the beginning of each school year.

The relative seniority of employees hired after 1985 on the same date shall be determined

by ranking employees on the seniority lists in descending numerical order of the last four digits of their social security number.

B. Probation - Probationary Period

1. A probation period of ninety (90) days worked shall be served by all teacher Para-Professionals after being hired as a regular employee.
2. Upon completion of satisfactory probation, the teacher Para-Professionals name will be placed on the seniority list from their date of hire.

C. Regular Assignments - When the School District creates a new position or declares a vacancy in the bargaining unit, the position or vacancy shall be posted at least five (5) working days. Seniority employees possessing the qualifications for the posted position may bid by filing a written request within the posting period. If the qualifications, ability and merit are equal among applicants, then the high seniority employee shall be selected and given a trial period not to exceed thirty (30) working days. During the trial period, a seniority employee may be disqualified and returned to his/her former position and no grievance shall be filed.

A seniority employee who is not selected for a trial period, or a seniority employee who is disqualified during the trial period, may request the reasons for his/her bid denial or disqualification.

D. Loss of Seniority - An employee shall lose his/her seniority and his/her employment shall terminate for the following reasons

1. He/she resigns or retires.
2. He/she is a seniority employee and is discharged and the discharge is not reversed through the grievance procedure.
3. He/she is laid off for a period of two (2) years, or the length of the employee's seniority, whichever is less.
4. He/she fails to report to work at the designated date and time after notice of recall.
5. He/she is absent for three (3) consecutive working days without notice to the supervisor or designee; or is absent for three (3) consecutive working days without a valid reason.
6. He/she fails to return from an authorized leave of absence (including a leave resulting from a work-related injury or illness) vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing, by the employee or Union, and the Employer.

ARTICLE IV - LAYOFF AND RECALL

- A. Layoff Procedure - In the event the School District elects to lay off employees in the classifications of Library Para-Professionals, Special Education Para-Professionals and General Education Para-Professionals, then probationary employees in the affected classification shall be laid off prior to seniority employees. Thereafter, seniority employees in the affected classification shall be laid off according to their District-wide seniority. Provided, however, a Para-Professional, based upon his/her District-wide seniority, may bump the least seniority employee in an equal or lower paying classification (i.e., Library Para-Professional may bump if he/she is qualified to perform the work). Such days must be actually worked. In the event that the employee does not successfully complete the probationary period, he/she will again be laid off, the position declared vacant and the recall procedure provided below will be implemented.
- B. Recall Procedure - When positions within a particular classification, (i.e., Library Para-Professional, General Education Para-Professional, Special Education Para-Professional, are declared vacant by the School District, currently working employees removed from that classification shall be transferred to the vacancy based upon their District-wide seniority. Thereafter, the highest District-wide seniority employee laid off from that classification shall be the first employee recalled (for this purpose, the classifications of Library Para-Professional shall be treated as one classification).
- C. Notification - No employee shall be laid off due to a reduction in staff, unless he has been notified in writing at least two (2) weeks prior to that layoff. Non-operation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failures or strikes, shall not hold the Employer liable for notice of layoff.

ARTICLE V - RESIGNATION

When an employee resigns, he/she shall file a resignation form with the District at least two (2) weeks prior to the effective date of termination of employment.

ARTICLE VI - DISCHARGE OR SUSPENSION

- A. A seniority employee shall not be disciplined by written reprimand, suspended without pay, or discharged without just cause. A written reprimand may be grieved through the Superintendent of Schools level, but shall not be subject to arbitration.
- B. Written notice of a suspension or discharge shall be given to a regular seniority aide and the Union. Should the discharged or suspended seniority employee consider the discharge or suspension to be improper, a grievance must be made in writing and presented to the Superintendent within five (5) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The Superintendent will review the discharge or suspension and give his/her answer in writing within five (5) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the next levels of the grievance procedure.

- C. The provisions of this Article do not apply to those employees classified as probationary.

ARTICLE VII - REPORTING TIME

School Para-Professionals shall report their absence from work at least one hour prior to their regular starting time.

ARTICLE VIII - GRIEVANCE PROCEDURE

A grievance shall be limited to alleged violations of the provisions of this Agreement by the Employer.

- A. All grievances shall be placed in writing and submitted within seven (7) working days of the alleged grievance to the employee's immediate supervisor. The grievance shall name and be signed by the employee(s) involved. It shall contain a statement of facts upon which the grievance is based, a reference to the Article and Sections of the Agreement, which have been allegedly violated and shall state the relief requested.
- B. The immediate supervisor shall respond in writing to the grievance filed within seven (7) working days. If the employee is not satisfied with the disposition of the grievance, he may appeal within seven (7) working days to the Superintendent of Schools or his designee, who shall meet with the employee and/or the Union within seven (7) working days.
- C. If the Superintendent, or his designee, is unable to resolve the grievance within fifteen (15) days after the date on which the grievance was submitted to the Superintendent, or his designee, the grievance may be appealed to arbitration, provided a written notice of submission to arbitration is received by the Superintendent's office within ninety (90) days after the Superintendent's answer. The Union's submission shall contain a written statement of the issues to be arbitrated and references to the specific Article and Section allegedly violated, and shall be signed by the Chief Steward and the employee involved.

The President and/or the grievance panel of the local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

Within ten (10) days following receipt of the Notice to Arbitrate, a representative from the Union and the Superintendent (or his/her designee) shall either mutually agree to one of the arbitrators from the panel below, or select one of the arbitrators from the panel below by blind draw:

The arbitrators on the panel list shall be:

Mark Glazer
Thomas Gravelle
Anne Patton

Multiple grievances may not be submitted at the same time to the same arbitrator unless by mutual agreement.

- D. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or substitute his judgment for that of the parties. Any decision rendered by the arbitrator shall be binding upon the parties in this Agreement.
- E. The number of days provided for the presentation and processing grievance in each step of the grievance procedure establishes the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn; provided, however, the time limits set forth herein may be extended by mutual agreement between the Board, or its representative, and the aggrieved employee or the Union.
- F. If a grievance affects a group of employees or the bargaining unit as a whole, the Union may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Step B.
- G. The cost of acquiring any arbitrators (excluding attorneys for the respective parties) shall be paid by the parties on an equal basis.

ARTICLE IX - STEWARDS

- A. The Union may designate one (1) steward and one (1) alternate steward from all of the employees covered by this Agreement. The Authority of the steward or alternate shall be limited to, and shall not exceed, the following duties and activities:
 - 1. The steward, or his alternate, at reasonable times as determined by his supervisor during his working hours, may investigate grievances and may participate in the grievance procedure (as outlined in Article IX), as the Union representative of the employee with the grievance if that employee chooses to be represented by the Union and the Union chooses the steward or his alternate to be its representative.

Investigation of grievances and participation in grievance procedure shall not interfere with the instructional operation or with other employees performing their working duties. No more than a total of one-half (1/2) hour per week may be so expended by the steward and or his alternate during their working hours without loss of time and pay. The steward or alternate shall report to his supervisor before commencing such activities and shall report back to said supervisor when said activity is finished.
 - 2. The steward or his alternate may transmit messages and information which originates and is authorized by the Union; provided such messages and information do not involve strikes, work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

3. The activities described in (1) shall be the only Union activities for which release time without loss of pay will be allowed and then only as set forth therein.
- B. The Employer recognizes the limitations upon the authority of the steward and the alternate as outlined above, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge at its discretion, and without any warning notice, in the event the steward or the alternate shall take strike action, slowdown, or work stoppage, or in any way interfere with the Employer's business in violation of this Agreement.
- C. The Union shall notify the Employer, in writing, of the designated Steward and alternate.

ARTICLE X - NO STRIKES OR STOPPAGES

During the life of this Agreement, the Union will not cause, nor will any member of the Union take part in any strike, concerted action, work stoppage, slow down, or any curtailment of work, or any restriction on the operation or interference with the efficient operation or interference with the efficient operation of the District.

ARTICLE XI - MISCELLANEOUS

- A. The provision of this Agreement shall be subordinate to the applicable laws of the State of Michigan and the United States and should any provision or any application of this Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but all other provisions shall be continued in full force and effect. Such provision shall be subject to renegotiations.
- B. The Employer agrees that it will allow the proper accredited representative of the local union access to the Employer's school buildings at any time during regular working hours for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.
- C. The Employer shall provide "Notice of Continued Employment" to each bargaining unit member before the end of the school year.
- D. The Employer may grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) days written notification is granted to the District by the Union, and further provided such time off, without pay, shall not exceed five (5) working days.
- E. On any workday that a teacher Para-Professional reports for work and is released from duty they will be guaranteed a minimum of two (2) hours pay.

- F. Each employee shall have access to his own personnel file to examine its contents in the presence of an administrator and at a time arranged with said administrator. Any complaints received against any employee shall not be entered into his/her personnel file without acknowledgment by the employee.
- G. When school is closed due to inclement weather or act of God, or administrative action those employees affected will not be paid for the days involved but will be paid for any rescheduled days in the school calendar that are worked. Provided, however, employees shall be paid for the first six (6) cancelled days in a school year if those days are not rescheduled prior to the end of the school year and if those cancelled days are counted as days and hours of pupil instruction under the laws of the State of Michigan and/or the rules and regulations of the State Board of Education and the Department of Education.
- Payment to employees employed on the date of cancellation of school shall be made in the last payroll period of the school year
- H. Mileage - Teacher Para-Professionals required to use their own automobile in performance of their duty shall be reimbursed in accordance with the applicable Board policy.
- I. Tuition Reimbursement - If employees are required to acquire new skills or training the employer will with prior approval reimburse employees for the tuition upon successful completion of the course provided, however, that no reimbursement will be made if the employee receives academic credit.
- J. When an employee is required to attend a meeting or perform other duties outside their normal daily work schedule, the employee shall be paid his/her regular rate of pay for all such time worked.
- K. The Employer shall be responsible to obtain a substitute for an absent Para-Professional, if the Employer determines a substitute is necessary.
- L. Evaluation - The District has informed the Union that the current evaluation process will be followed and a new column will be added to the evaluation form entitled "Not Applicable." An annual evaluation shall be performed of all employees by the immediate supervisor using the appropriate evaluation form.
- M. The District will notify the Chief Steward within five (5) working days of the name of regular full and part-time Para-Professionals hired into the bargaining unit.
- N. The Employer may, in its sole discretion, require the direct deposit of pay checks in a manner consistent with law.
- O. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.

ARTICLE XII - LEAVE WITHOUT PAY

Leave of absence without pay or other benefits provided under this Agreement may be granted by the Employer. Employees will not accumulate seniority during such leaves of absence but shall return with the seniority accumulated at the commencement of the leave of absence.

A. Health Leave -

1. Health leave, when recommended by a physician, may be granted up to a maximum of one (1) year commencing after sick leave has been used.
2. Notice of intention to return from a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to his return to work.

B. Maternity Leave -

1. A maternity leave of absence may be granted, to an employee electing not to use personal illness leave for childbirth, for the purpose of childbirth and subsequent childcare, for a duration of up to one (1) year.
2. A member of the bargaining unit adopting a child may receive a similar leave, which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent

C. Military Leave - Military leave of absence is covered under the National Selective Service Act, as amended, 1970.

D. Other Unpaid Leaves - Other unpaid leaves of absence may be granted by the Employer for reasons deemed appropriate by the Superintendent of Schools.

ARTICLE XIII - LEAVE WITH PAY

A. Paid Time Off- Full time seniority employees will be granted ten (10) days of paid time off (PTO) per school year, cumulative to a total of sixty (60) days of PTO. Regular part-time seniority employees will be granted three (3) days of PTO per school year, cumulative to a total of twelve (12) days of PTO.

Paid leave days may be used for personal illness, injury, family illness or attending to personal business which cannot be taken care of outside of normal work hours.

B. Jury Duty - Any employee with more than one (1) year seniority who is summoned for jury duty shall notify the Employer no less than seventy-two (72) hours prior to the reporting date. An employee reporting for jury duty other than Grand Jury duty shall be paid for each day on jury duty less the jury duty fee. To be eligible for jury duty pay the employee

must submit a statement from the court listing the dates served. The employee's benefits shall continue during this period including accrual seniority. If the employee is not required to serve a full day of jury duty, on any day, she/he shall report for work at the earliest possible time.

- C. Funeral Leave - An employee shall be entitled to three (3) days of paid funeral leave as a result of death in employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparents, grandchildren, brother or sister. Said days shall not be cumulative. An employee may use an additional up to two (2) days of PTO as is necessary for funeral-related activities, such as travel or assisting with funeral arrangements.

ARTICLE XIV - WORK SCHEDULE

- A. Work Year - As a general rule, Teacher Para-Professionals work only on those days when students are in attendance. In the event of curriculum days or other situations where students are absent, but the staff is present, the employment of Teacher Para-Professionals will be at the discretion of the administration. Each Paraprofessional will be scheduled (and paid for) one-half day of work among the first three (3) teacher workdays before the first student day, and will be notified in advance of this half-day of work in writing. Each Para-Professional may be scheduled for an additional up to one (1) full day of work among the first three (3) teacher workdays before the first student day, and, if scheduled, will be notified in advance of this up to one (1) full day of work in writing by Central Office by August 18. Only Para-Professionals who are scheduled and who attend the additional up to one (1) full day of work referred to in the preceding sentence will be paid for their time.
- B. Work Day - A library Para-Professional's regular workday shall not be less than six (6) hours. A minimum of twenty-five (25) minutes unpaid lunch period will be provided.
- C. Once the District establishes the calendar each year, the Superintendent will meet with the Union Steward, and the Superintendent, with input from the Union, will set the work schedule for Para-Professionals for that year.
- D. Unless by mutual agreement, the workweek will consist of at least thirty (30) hours for each Bi-Lingual Facilitator. Daily schedules will be set by the School District.
- E. Any member of the bargaining unit who works bus duty shall receive his/her regular, hourly rate of pay for those services. These hours shall be counted for computing amounts owed as vacation pay, sick leave pay, personal days' pay, holiday pay and longevity pay. If sufficient volunteers for such duty cannot be obtained, the building administrator may order employees to perform such duty in reverse order of seniority.

ARTICLE XV - HOLIDAYS

All full-time seniority employees shall receive his/her daily rate of pay for the following days provided that he/she works on the scheduled workday before and after the holiday:

1. Thanksgiving Day
2. Day after Thanksgiving
3. Monday after Easter Day
4. Memorial Day
5. Independence Day*
6. Friday before Labor Day
7. Labor Day
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day
11. New Year's Day
12. Martin Luther King Day
13. Good Friday

*Independence Day will be paid only for those members of the bargaining unit who work during summer school.

If school closes in addition to the above listed holidays to recognize another holiday, the District may, at its discretion, pay for the holiday.

Any employee who is hospitalized on his/her scheduled workday before or after the holiday will be considered to have worked on that day, provided that he/she produces documentation of such hospitalization acceptable to the District or has taken a scheduled pre-approved day of PTO for hospitalization.

ARTICLE XVI - INSURANCE

- A. Eligibility for Insurance - Employees to be eligible for enrollment for insurance programs or benefits must work a minimum of fifteen (15) hours per week, as restricted for eligibility by the insurance carriers, and any employee who is concurrently working for another employer, where insurances are provided, shall not be eligible for insurance programs or benefits from the School District which are provided by another employer.

- B. Life - The Board shall provide at no cost to any Teacher Para-Professional with seniority a term life insurance policy in the face amount of:
 1. Full-time Employees \$10,000
 2. Part-time Employees \$ 5,000

- C. Health Insurance - The Employer shall pay the premiums as set forth herein to provide health insurance to regular, full-time seniority employees. Effective September 1, 2006, the current Blue Cross PPO Plan shall be changed to Community Blue 1 PPO with a \$10 generic/\$20 brand prescription drug rider with MOPD 2-X and the PCCM, PCD Riders. Effective as soon as practicable after ratification of this Agreement, increase in-network deductible to \$250/\$500 and out-of-network deductible to \$375/\$750 with a \$20 Office Visit, including Chiropractic and a \$5 generic/\$30 brand prescription drug rider.

For regular part-time seniority employees, who enroll in the District's health plan, the District shall pay one-half (1/2) the applicable Employer-required premiums.

The District may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking health insurance through the School District shall make the following monthly contributions toward the cost of that health insurance: \$82.00 for single coverage, \$106.00 for two-person coverage, and \$130.00 for family coverage. All payroll deductions for health care costs will be prorated so as to be made over the period September to June.

Eligible employees may elect reimbursement in lieu of medical insurance as provided in Paragraph 1 below.

1. Reimbursement - All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those employees electing reimbursement shall receive payment at the end of the school year if they have worked the full school year. The amount of reimbursement shall be:
 - (1) Full-time Employees \$400
 - (2) Part-time Employees \$200

2. Dental - Coverage for dental benefits shall provide eights (80%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for orthodontics with a One Thousand Dollar (\$1,000.00) calendar year maximum on routine and major treatment and a One Thousand Twelve Hundred (\$1,200.00) Dollar lifetime maximum for orthodontics, each per member of the family. The plan to cover the employee and all dependents, dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

3. Vision –

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
<u>Examination</u> Once Every 12 Months	Covered 100%	(Reimbursed Amounts) Up to \$55
<u>Lenses</u> Once Every 12 Months	Standard Glass or Plastic Covered 100%	Single Vision Up to \$73 Bi-Focal Up to \$84 Tri-Focal Up to \$100 Lenticular Up to \$124
<u>Frame</u> Once Every 12 Months	Covered Up to \$50 Retail Allowance (20% Discount Off Remaining Balance Over \$50 Allowance)	Up to \$50
<u>Contact Lenses</u> Once Every 12 Months	(In lieu of Lenses/Frames)	(In Lieu of Lenses/Frames)
1. Elective	Covered Up to \$100 Retail Allowance (15% Discount (Conventional) or 10% Discount (Disposable) Off Remaining Balance Over \$110)	Up to \$110
2. Medically Necessary	Covered 100%	\$200

4. Coverage and benefits under the above plans shall be effective the beginning of month following attainment of seniority. Plans are subject to the terms and conditions contained in the contracts between the District and carrier/provider. Except as otherwise provided under COBRA, the insurance coverage's listed above shall be discontinued at the end of the month in case of layoff or unpaid leave (except otherwise as provided under FMLA leaves). It is the responsibility of the employee to notify the Business Office of any change in his/her status with respect to eligibility for coverage, including dependent coverage.

ARTICLE XVII - RETIREMENT

The Board may adopt a mandatory retirement policy, which requires the retirement of employees at the minimum age permitted by law.

WAGE SCHEDULE A

Employees will be compensated according to the following hourly wage rate. Part-time employees will start on step 3 of the wage schedule.

A.

	<u>2017-2018</u>	<u>2018-2019</u>
Step 1	\$11.31	\$11.36
Step 1.5	\$11.58	\$11.64
Step 2	\$11.84	\$11.90
Step 2.5	\$12.06	\$12.12
Step 3	\$12.29	\$12.35
Step 3.5	\$12.51	\$12.57
Step 4	\$12.73	\$12.80
Step 4.5	\$12.96	\$13.03
Step 5	\$13.19	\$13.25
Step 5.5	\$13.38	\$13.44
Step 6	\$13.57	\$13.64
Step 6.5	\$13.78	\$13.85
Step 7	\$14.34	\$14.41

Employees with eight (8) or more years' service will receive on their anniversary date of hire a payment equal to one week's wages at the prevailing rate of pay. Such payment to be payable on the last pay date following the anniversary date of the calendar year

All employees at steps other than Step 7 on the Wage Schedule receive a full step on the salary schedule at the commencement of the 2017-2018 school year.

All employees at steps other than Step 7 on the Wage Schedule receive a full step on the salary schedule at the commencement of the 2018-2019 school year.

All employees who are at Step 7 at the start of the 2017-2018 school year shall receive a one-time, off schedule payment of \$500 in the first pay period in June 2018.

All employees who are at Step 7 at the start of the 2018-2019 school year shall receive a one-time, off schedule payment of \$500 in the first pay period in June 2019.

- B. Library Para-Professional \$650.00 annual stipend payable in June. In the event the Library Para-Professional is not employed by the District at the commencement of the school year, this stipend shall be prorated based on his or her first date of employment.

ARTICLE XVIII - NON-DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or Union activities. Provided, however, an alleged violation of this Article shall not be processed in arbitration.

ARTICLE XIX – BI-LINGUAL FACILITATORS

The terms of this collective bargaining agreement shall apply to the Bi-Lingual Tutors, with the exception of the following: Article V (Layoff and Recall). Rather, the following shall apply:

- A. Layoff Procedure - In the event the School District elects to lay off employees in the classification of Bi-Lingual Facilitator, then probationary employees in that affected classification shall be laid off prior to seniority employees. Thereafter, seniority employees in that affected classification shall be laid off according to their District-wide seniority.
- B. Recall Procedure - When positions within the Bi-Lingual Facilitator classification are declared vacant by the School District, the highest District-wide seniority employee laid off from that classification shall be the first employee recalled.
- C. Notification - No employee shall be laid off due to a reduction in staff, unless she has been notified in writing at least two (2) weeks prior to that layoff. Non-operation of schools due to conditions beyond the control of the Employer, such as, but not limited to natural disaster, mechanical failures or strikes, shall not hold the Employer liable for notice of layoff.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall be effective on the date of Board ratification and shall continue in effect until June 30, 2019 and thereafter from year to year, unless either party requests at least sixty (60) days prior to June 30, 2019 to terminate the Agreement provided this Agreement.

CRESTWOOD BOARD OF EDUCATION

TEAMSTERS, LOCAL 214

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____

By: _____

By: _____

Its: _____

Its: _____