

**AGREEMENT**

between

**LANSING SCHOOL DISTRICT**

and

**THE BUS DRIVERS UNIT**

of Local Union # 1390

affiliated with Council 25

of the

**INTERNATIONAL UNION OF THE**

**AMERICAN FEDERATION OF**

**STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

**AFL-CIO**

**2008-2010**

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## **AGREEMENT**

This Agreement entered into between Lansing School District, a Michigan municipal corporation (hereinafter referred to as the "Employer") and the Lansing School District Bus Drivers, Chapter of Local Union #1390 affiliated with Michigan Council 25 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

(NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning but are for reference only.)

### **PURPOSE AND INTENT**

The general purpose of the Agreement is to set forth terms and conditions of employment. It is the philosophy of the Employer and the Union that this Agreement will promote amiable and orderly labor relations for the benefit of the community, the Employer, the employees, and the Union.

The parties recognize that an effective educational system is indispensable to the preservation of our free society and agree that, within the scope of their power, they will work to the end that the people of the Lansing School District will have the best educational system in the State of Michigan.

The Board and the Union recognize the significance and priority of racial and ethnic integration to approximate the racial and ethnic composition of those students served by the Bus Drivers' Unit. The Board and the Union shall continue an aggressive effort to recruit members of minority groups for employment in this unit.

### **1. RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965 of the State of Michigan, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below.

All bus drivers and food truck drivers, excluding supervisory and executive personnel as well as any other certified and non-certificated personnel employed by the Board.

## **2. RIGHTS OF THE EMPLOYER**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as abridged by the terms of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its business, its equipment, and its operations.
  - 2. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
  - 3. The right to direct the working forces, including the right to hire, promote, discipline, transfer, and determine the qualifications of employees and the size of the work force.
  - 4. Determine the services, supplies, and equipment necessary to continue its operations.
  - 5. Adopt reasonable rules and regulations.
  - 6. Determine overall goals and objectives as well as the policies affecting the educational programs.
- C. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

## **3. AID TO OTHER UNIONS**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining for bus drivers or make any agreement with any such group.

## **4. UNION SECURITY—Requirements of Union Membership**

- A. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition to continue employment, to become members of the Union or pay to the Union each month a service charge in the amount not to exceed the regular monthly dues for the duration of this Agreement on or before the thirtieth (30th) day following each effective date.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of the Agreement on or before the thirtieth (30th) day following the beginning of their employment in the unit. The Union shall provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.
- D. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
- E. Employees who fail to comply with the requirements of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- F. The parties recognize that a union wishing to collect agency shop service fees must adopt constitutionally adequate procedures. The Union agrees, upon request from the Board, to provide the Board for its review a copy of the Union's current procedures regarding objections to political/ideological expenditures together with a copy of the materials distributed by the Union to bargaining unit members who choose not to join the Union or object to the representation service fees. The parties agree to meet, discuss and exchange information regarding the Union's collection and objection procedures upon the request of either party. Said fees include those amounts permitted by the contract and by law.
- G. The Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's compliance with this section of the Agreement.
- H. The District will notify the Union Chapter Chairperson when drivers are hired so that they may apprise the new member of their obligations to the Union and the District.

## 5. UNION DUES

### A. Payment by Check-off

Employees shall authorize deduction of biweekly membership dues by signing the Authorization for Check-off of Dues form.

### B. Check-off Form

During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct only Union membership dues from the pay of each employee who executes or who has executed the following Authorization for Check-off of Dues form and filed the same with the Employer. The Employer shall be entitled to rely solely on the written notice of the Financial Officer of Michigan Council #25, AFSCME, AFL-CIO and countersigned by the Chairperson of the Lansing School Bus Drivers' Unit, as to the amount to be deducted from the employee's wages and the employees from whom such deductions are to be made provided that authorization shall be given to the Payroll Department at least three weeks prior to the pay day on which deductions are to be made and provided deductions for check-off of Union dues shall not supersede any legally required deductions, and the Employer shall not be required to make any check-off for Union dues if the employee's pay is not sufficient to cover the dues in any pay period.

### C. When Deductions Begin

Check-off of deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the authorization is signed by the employee and shall be deducted from each biweekly pay period thereafter. Membership in good standing begins with the date on the check from which first dues deduction is made.

### D. Remittance of Dues to Financial Officer

Deductions shall be remitted monthly to the designated Financial Officer of AFSCME, Michigan Council #25, with a list of employees from whom dues have been deducted between the fifteenth (15<sup>th</sup>) and thirtieth (30<sup>th</sup>) day of the current month.

Check-off Form described:

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings one of the following:

- An amount established by the Union as biweekly dues.  
OR  
 An amount not to exceed biweekly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local 1390.

By: \_\_\_\_\_ (PLEASE PRINT )

\_\_\_\_\_  
FIRST NAME MIDDLE INITIAL LAST NAME

\_\_\_\_\_  
STREET NUMBER STREET NAME AND DIRECTION

\_\_\_\_\_  
CITY ZIP CODE

\_\_\_\_\_  
AREA CODE TELEPHONE

\_\_\_\_\_  
SIGNATURE DATE

E. Termination of Check-off

An employee shall cease to be subject to check-off of dues for this unit beginning with the biweekly pay period immediately following the pay period in which the employee is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

F. Disputes Concerning Union Membership

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representatives of the Employer, the employee, and a representative of the Local Union, and if not resolved, may be decided at the final step of the grievance procedure.



## G. PEOPLE Deduction

The Employer agrees to deduct from the wages of any Employee who is a member of the Union a PEOPLE deduction as provided for in written authorization. Such authorization must be executed by the Employee in accordance with applicable state and federal regulations and may be revoked by the Employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision to the Union together with an itemized statement showing the name of each Employee from whose pay such deduction is made and the amount deducted. The Union will provide all necessary forms and make all contacts with the Employees to notify them of this optional deduction and will assume responsibility for compliance with applicable state and federal laws regarding notification and authorization of deductions.

## 6. UNION BARGAINING COMMITTEE

It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation. Toward this aim, the bargaining committee of the Union shall include three (3) employees who are members of this Bargaining Unit. At least ninety (90) days prior to the expiration of this Agreement, the Unit Chairperson shall furnish to the chief administrator for personnel matters/designee the names of three (3) committee members and no more than three (3) alternates who are to represent the unit in bargaining sessions.

## 7. STEWARDS AND ALTERNATE STEWARDS

- A. The Bargaining Committee shall serve as Stewards. Alternate Committee members shall act in the absence of the designated Committee members.
- B. It is agreed that the Employer will permit a combined total of not to exceed five (5) hours per month released time with pay for the service of all Stewards on grievances during regular working hours. Time spent on grievances will be recorded and reported by the Steward. Additional time will be allowed without pay as may be necessary.
- C. Before leaving the job to perform any duties under this contract, the Steward or any unit official must notify the Supervisor. In proper cases, released time may be denied.
- D. It is agreed that the employer will permit an amount not to exceed five (5) hours per month release time with pay for the service of all stewards on grievances or new employee orientation during regular working hours. Time spent on release

time will be recorded and reported by the steward. Release time for orientation must be provided in writing to the transportation supervisor and the orientation must be held with a group (where applicable) of new employees on a single occurrence each month. Additional time will be allowed without pay as may be necessary. Time for orientation shall not exceed 30 minutes.

## **8. SENIORITY**

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, by accumulating sixty (60) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except probationary employees who are discharged or disciplined for other than Union activity.
- C. Seniority shall be on a unit-wide basis in accordance with the employee's last date of hire into the unit. Seniority will not be prorated except as specifically provided in Article 15.
- D. Regardless of their position on the seniority list, Bargaining Committee Persons shall head the seniority list in the event of layoff only provided they can perform the work available. The list shall be headed by the Unit Chairperson, then Vice Chairperson, and Committee Persons.

## **9. SENIORITY LISTS**

- A. Seniority shall not be affected by race, sex, handicap, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles and last date of hire into the unit of all employees within the system entitled to seniority (unless an employee has had his/her seniority prorated pursuant to Article 15).
- C. The Employer shall keep the seniority list up to date at all times and will provide the employees with up-to-date copies at least every six (6) months.
- D. The Employer shall notify the chapter chairperson in writing within three (3) days when a new driver is hired.

## **10. LOSS OF SENIORITY**

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
- C. The employee is absent for three (3) consecutive days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer shall send written notification to the employee at the last known address that the employee has lost seniority and employment has been terminated.
- D. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leave of absence. (Shall be treated the same as (C) above.)
- G. The employee is laid off for two (2) years or length of seniority in the District, whichever is shorter.

## **11. ROUTE PREFERENCE**

- A. Opening of School Year
  - 1. Prior to the opening of the school year, routes will be available for bidding on a seniority basis, provided the driver meets the qualifications necessary. The District shall designate which buses may be used for athletic trips and to leave the Lansing area based on the information available at the time of bidding. Management will determine which routes will have a noon run. No route will be planned to exceed eight (8) hours per day without Union concurrence. Drivers may express a preference for a specific bus at the time of the annual route bidding, and stated preferences will normally be granted in seniority order.
  - 2. This method shall be reviewed annually at a special conference to determine its feasibility relative to approved transportation operations.

3. Any employee on a leave of absence or on worker's compensation may proceed to bid on a bus route at the regular scheduled bid period if there is a reasonable likelihood that the driver will return to work as a driver within thirty (30) working days. The bus route shall remain with the driver for thirty (30) working days. Extension of this time period shall be a proper subject for special conference.

B. During School Year

1. When a route is established and becomes open during the school year, the employees may bid for this route and the senior employee who meets the requirements (including good attendance and performance record) shall be granted preference for this route.
2. Should the senior employee be denied the route, reasons for this denial shall be given in writing to said employee. If said employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure.
3. Route vacancies will be posted within two (2) working days on a bulletin board for a period of two (2) working days setting forth the minimum requirements for such vacancies or new positions. All interested employees must apply in writing within this two- (2-) day period. After a qualified driver has bid on a run, the driver has only two (2) working days to decide whether or not the driver wants to remain on it. If the driver wants to return to the previous run, the driver must do so within the two- (2-) day period. The driver who bids on and accepts a run after two (2) days of trial period is not eligible to bid on any more runs for the balance of the school year except as noted in section B5 below. After a driver accepts a run within the two- (2-) day trial period, the driver's previous run or a run of like nature will be advertised within two (2) working days. A driver must also be assigned to a run within two (2) working days after bids have been closed. When a route is changed from a non-benefit status to benefit status at any time, it will be posted and re-bid.
4. During the two- (2-) day trial period, the employee shall have the opportunity to revert back to the former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
5. A driver may have additional bid(s) on bus route(s) if the posted route(s) would allow the driver to transfer from a non-benefit route to a benefit route. Once a driver is offered a benefit route under this section, the driver will not be eligible to bid on any more routes for the balance of the school year.

## **12. LAYOFF DEFINED**

- A. The word layoff means a reduction in the work force.
- B. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees will be laid off first. Seniority employees will be laid off according to seniority as defined in Section 8. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for a special conference and if not resolved, it shall then be submitted to the third step of the grievance procedure.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The Unit Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- D. Employees on layoff shall not be entitled to receive wages or fringe benefits for the duration of such layoff except as otherwise provided for in this Agreement.

## **13. RECALL PROCEDURE**

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority and qualifications. Notice of recall shall be sent to employees at their last known address by registered or certified mail.
- B. If employees fail to notify the district of their intent to return to work within five (5) working days from date of receipt of notice of recall, they may be considered as a quit, thus terminating their employment. It is expected that recalled employees will return to work within two (2) weeks of receiving notice of recall. Exceptions may be made only by agreement between the Employer and the Union.
- C. Employees shall be held responsible for keeping the Employer notified as to their current mailing address by written form to the Personnel Office.
- D. When recalled, employees shall return to the same salary step as that held at the time of layoff.

## **14. STAFF MEETINGS**

Except in emergency situations, mandatory staff meetings shall not be called by the Employer on regularly scheduled work days without at least two (2) working days' notice to employees that they are expected to attend such meetings.

For mandatory staff meetings to be held on nonscheduled work days, the Employer will provide employees with three (3) weeks' notice in non-emergency situations that they are expected to attend.

Failure to attend mandatory staff meetings may result in disciplinary action.

## **15. TRANSFERS**

If an employee is transferred to a position outside the bargaining unit and returns to a position within the bargaining unit within eight (8) weeks, seniority shall be considered to have accumulated while working in the non-unit position to which the employee transferred. However, an employee who transfers back into the bargaining unit after eight (8) weeks may recapture the seniority earned when formerly employed in the unit. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

## **16. CORRECTIVE ACTION/DISCIPLINE**

### **A. Counseling Statements**

The parties agree that any formal counseling shall be put in the form of a counseling statement. Management will be asked to use the counseling statement form when possible. It is also understood, however, that in more complex situations the form may not be adequate, so a memo or letter incorporating the subjects listed on the form may be substituted for the form. Finally, the parties agree that it is appropriate for the Union to be provided a copy of counseling statements, which are issued to Union members, unless the affected employee specifically designates otherwise.

### **B. Reprimands**

In case of a reprimand which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, the reprimanded employee shall be notified in writing. After a period of two (2) years from the date of occurrence, if there have not been recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the employee in matters of promotion, transfer, or job status. Should the disciplined employee or the Steward consider the reprimand to be improper, a complaint shall be presented in writing through the Steward to the Director of Transportation within three (3) regularly scheduled working days of the discipline. The Director will review the discipline and give a written answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the third step of the grievance procedure within

five (5) days after the response to the Union from the Director.

C. Suspensions without Pay

The Employer will only suspend employees for just cause. An employee being suspended shall have the right to meet with a Steward or Committee Person of his/her choice selected from the official list of Stewards and Committee Persons before leaving the Employer's property. Should the suspended employee or the Steward consider the suspension to be improper, a complaint shall be presented in writing through the Steward to the chief administrator for personnel matters or designee within three (3) regularly scheduled working days of the suspension. The chief administrator for personnel matters or designee will review the suspension and give an answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within ten (10) working days.

D. Discharge

1. The Employer will only discharge employees for just cause.
2. An employee being discharged shall have the right to meet with a Steward or Committee Person of his/her choice selected from the official list of Stewards and Committee Persons before leaving the Employer's property.
3. Should the discharged employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the chief administrator for personnel matters or designee within three (3) regularly scheduled working days of the discharge. The chief administrator for personnel matters/designee will review the discharge and give an answer in writing within three (3) regularly scheduled working days after receiving the complaint. If this decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within ten (10) working days.
4. It is agreed that just cause for discharge includes, but is not limited to, any employee who:
  - a. is convicted of any felony or circuit court misdemeanor;
  - b. is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer;
  - c. is absent for three (3) consecutive days without notifying the

Employer (in proper cases exceptions shall be made);

- d. does not return to work when recalled from layoff as set forth in the recall procedure (in proper cases exceptions shall be made);
  - e. does not return from sick leave or leave of absence [shall be treated the same as (c) above];
  - f. has or accepts another position or responsibility which conflicts with scheduled work time;
  - g. is under the influence of intoxicants or drugs;
  - h. brings intoxicants or illegal drugs (controlled substances), consumes or sells illegal drugs or intoxicants on Board property;
  - i. steals Board and/or employee property;
  - j. falsifies records;
  - k. fails to meet State requirements;
  - l. fails to report to the Employer any known medical condition which, to the best of the employee's knowledge, impairs or has the potential to impair the driver's ability to operate a bus safely;
  - m. fails to report to the Employer the use of a prescribed or over-the-counter medication which, to the best of the employee's knowledge, impairs or has the potential to impair the driver's ability to operate a bus safely;
  - n. is found to have abused or neglected any child with whom he/she is in contact as an on-duty employee of the district;
  - o. duplicates school district issued keys;
  - p. commits an aggravated assault or battery;
  - q. carries a lethal weapon onto Board property; and/or
  - r. sexually harasses a student.
5. In case of discharge, the Employer shall send written notification to the employee at the employee's last known address that seniority has



been lost and employment has been terminated.

6. In case of discharge for any of the foregoing reasons, such discharge can only be reviewed by special conference mutually agreed to by the Union and the Employer within three (3) days.

E. Personnel Records

1. An employee's personnel records shall be subject to view upon the request of the individual to whom such records pertain. The Human Resources Office may require some reasonable advance notice.
2. There shall be only one (1) official personnel file maintained by the Human Resources Office for each employee. Where an unofficial file is maintained at a department, the Human Resources Office shall maintain the original copy at the central office. Where dual files are kept, the information concerning discipline and job performance in each shall be identical.

For purposes of this Article, notes kept by a supervisor shall not be considered a personnel file. Such notes shall be kept in a confidential manner and shall be considered the property of the maker of such notes. A supervisor may place such notes in the employee's personnel file only if the employee has been given a copy of such notes. However, supervisory notes not kept in the employee's personnel file shall not be used in any disciplinary action against the employee.

Information not related to the employment relationship shall not be placed in an employee's personnel file without the employee's knowledge.

**17. SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Local Unit Chairperson and Employer or its designated representatives, upon the request of either party. Such meetings shall be between no more than four (4) representatives of the Employer and no more than four (4) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.

Matters to be taken up in special conferences shall be confined to those included in the agenda.

Whenever possible, conferences shall be held outside of regular working

hours. If conferences are called by the Employer at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding a meeting with the representatives of the Employer.

## **18. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. A "grievance" is a claim by an employee alleging that there has been a violation, misinterpretation or misapplication of any provision of the Agreement. Any such grievance shall be submitted to the grievance procedure as hereinafter provided:

Step 1 The Union steward, with or without the aggrieved employee shall take up the grievance or dispute with the department head or designee within ten (10) calendar days of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the steward within three (3) working days. In order to be considered a grievance meeting, the employee or Union steward must so state.

Step 2 If the grievance has not been settled, it shall be reduced to writing, signed by the employee and/or the steward and presented to the department head within five (5) working days after the Step 1 response is due. The department head shall respond to the steward, in writing, within five (5) working days.

Step 3 If the grievance has not been settled and if, after review, the Union wishes to carry it further, it shall be presented to the chief administrator for personnel matters or other designated administrator not including Transportation Department head in writing within five (5) working days after the response of the department head is due. The chief administrator for personnel matters or designee shall schedule a meeting with the Union to discuss and attempt to resolve the grievance. The meeting may be attended by three (3) representatives selected by the Union and three (3) representatives selected by the Employer. If the parties are unable to resolve the grievance, the chief administrator for personnel matters or designee shall place the district's final response in writing and return it to the Union within five (5) working days of the date of the meeting.

Step 4 If the grievance is still unsettled and the Union wishes to carry it

further, the Employer and Union shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, the Union shall file a "Demand for Arbitration" to the American Arbitration Association within thirty (30) days after receipt of the answer of the chief administrator for personnel matters/designee. Thereafter, it shall be handled in accordance with the American Arbitration Association's Rules and Regulations. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

Either party may initiate a settlement conference, no later than thirty (30) days before a scheduled arbitration hearing.

**B. Power of the Arbitrator**

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Board.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish or alter salary schedules.
3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
4. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
5. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms or a policy document or an action by the insurance company.

**C. In the event that a case is appealed to an arbitrator on which the arbitrator**

has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.

- D. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Union, its members, the employee(s) involved, and the Board.
- E. Miscellaneous
1. A grievance may be withdrawn at any level without prejudice or record.
  2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
  3. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
  4. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.
  5. No grievance shall be filed for or by any employee after the effective date of his/her resignation, except in cases of severance benefits.
  6. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
  7. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
  8. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
  9. Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a situation occurs the Union shall be notified and the answer directed to the Unit Chairperson.
  10. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

11. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement by the parties involved.

## **19. EMPLOYEE RESPONSIBILITIES**

- A. Employees are responsible for reporting to work fit to perform (physically, mentally, and emotionally) the essential functions of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.

When the employer has reason to believe that an employee is reporting to work in an unfit condition, and/or when an employee is seeking an accommodation for a physical or other disability, the employee shall comply with requests to provide appropriate medical documentation.

An employee may be required to undergo examination by an employer selected medical professional for purposes of evaluating the necessity for disability accommodation.

Additionally, when it is appropriate to evaluate an employee's physical, mental, and/or emotional fitness for work, the employee may be required to undergo an examination by a medical professional.

The medical professional will determine what tests and/or procedures are necessary to determine abilities and fitness. (Appendix C contains more detailed information regarding evaluation for fitness.)

- B. Employees are responsible to return district property upon request and upon termination of employment. Failure to turn in district property will result in the holding of the employee's check until the property is returned, disciplinary action, and/or docking of the employee's check for the value of property which the employee cannot or will not return.

## **20. HOURS OF WORK**

- A. The work week shall consist of 40 hours per week, Monday through Sunday, inclusive. A work day shall not be scheduled to exceed approximately twelve (12) hours of driving time. No driver shall be scheduled for a trip when it can be reasonably anticipated that the driver will be off duty for less than six (6) hours from one day to the next. (NOTE: If a driver is disqualified from a trip under this provision, the driver will be offered the next available trip on the applicable board.)
- B. The regular hours of work shall consist of a regular route as assigned to a

driver. Regular routes shall be driven by qualified school bus drivers. Regular routes may be driven by qualified substitute school bus drivers.

- C. Routes with two runs or less will be paid a minimum of two hours, so long as the drivers are available and accessible (by phone and/or radio) for additional assignments for the entire assignment period.

Drivers may request permission to park their assigned buses at their homes between routes. Permission may be denied for any good business reason, including by way of example: maintenance of or other use of the bus; failure to respond to calls during scheduled assignment period; damages to bus while parked at residence; or record of tardiness or absences. Denial is not subject to the grievance procedure unless the denial is arbitrary or capricious.

- D. Except for emergency situations, changing of route schedules during the school year shall be a proper subject for a special conference if requested by the Union.

- E. **Unscheduled School Closings**

1. On days when schools must be closed because of inclement weather, drivers shall be paid for their regularly scheduled hours but not to exceed eight hours in any one day.
2. Effective with the 1987-88 school year, those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days if such days must be rescheduled. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees who report to work on days that schools have been closed shall be given a minimum of a two hour work assignment.
3. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have

earned for the school year had there not been scheduled days of instruction canceled for such reasons.

- F. A one day (6 hours) in-service workshop shall be scheduled for drivers each year. Additional in-service workshops may be scheduled as needed. Such workshops shall require mandatory attendance, shall be for a duration of at least two hours each and shall be paid for at Step 3 of the salary schedule if scheduled outside the driver's regularly scheduled scholastic run times.
- G. In order to be paid for regular assignment periods on "conference days," the driver must perform other duties, such as:
  - a. cleaning interior of bus
  - b. washing buses
  - c. obtaining parts
  - d. assignment to other run
  - e. inservice training
  - f. preventative maintenance
  - g. paperwork
- H. Drivers may be assigned up to 16 hours of work prior to the school year to notify elementary students' parents of the bus pick up schedule, and other similar duties.

**21. CALL TIME**

Any employee called to work on an emergency run shall be paid for a minimum of two (2) hours at the established rate of pay. An emergency shall be defined as an unforeseen incident over which an Employer has no control.

**22. OVERTIME**

An employee in the bargaining unit shall be paid at the rate of time and one-half for all work in excess of 40 hours in a one week period.

**23. EXTRA WORK**

A. Trips

- 1. Definitions: The following definitions shall be used in composing and assigning driving opportunities:
  - a. Route: An established schedule and combination of runs which begin and end at the vehicle maintenance facility.

- b. Run: An established schedule and path which may be either:
  - 1. Pick up or return home schedule for students of a particular school [scholastic];
  - 2. Shuttle for students between school buildings or other facilities during their school day. [shuttle]
  - 3. Travel to and from Vehicle Maintenance Facility or between runs defined above in a) or b). [deadhead]
- c. Route Assignment: A route as defined that has been bid on and awarded to a driver.
- d. Homeless Transportation: Temporary transportation for a homeless student to and from school that may be added on a temporary basis to a run or route.
- e. Extra Work: Additional work or duties over and beyond scheduled route assignment and/or scheduled hours of work. Includes, but is not limited to field trips, athletic trips, or other trips. Work shall be distributed by the use of Boards as outlined in Article 23 subsection 3.
- f. Scholastic trip: Transporting eligible students (and/or other passengers) between vicinity of their residence and an instructional program site. Such trips are not subject to this (Extra Work) article.
- g. Non Scholastic Trip: [trip] Trip from an instructional program site to another site for activities and returning to the instructional program site if scheduled to do so.
- h. Emergency Trip: A trip which must be covered on the same day as the trip is scheduled or with very little notice.
- i. Scheduled Event: Trip that by nature of it's scheduling does not allow a person on the trip board to gain chargeable trip hours. These are scheduled at management's discretion and not part of the trip board. (teen court, nurses, AP testing as examples)

2. Compensation for Extra Work

Drivers shall be paid for extra work, above and beyond scheduled work hours at the Step 3 hourly rate.

3. Selection of Drivers for Trips:



Drivers shall be selected for trips based upon seniority and hours of trips previously assigned or refused. By the end of the school year (or summer, if applicable) all trip hours will be distributed relatively equally on each trip board.

Trip boards will be maintained for: (1) all scheduled workday trips during the regular school year, excluding weekend trips, (2) Non-scheduled work day (weekend, holiday and non-scheduled work days) during the regular school year, (3) winter break trips, (4) spring break trips, and (5) summer trips.

Mid-day trips (usually 9:00 a.m. to 2:00 p.m.) will be offered to drivers who have no mid-day assignment including lunch aide or other non-bus scheduled work hours within the school district, or drivers with regular noon runs which will not be impacted by the trip. Substitute drivers may be given mid-day trip assignments only after all other alternatives have been exhausted, with the exception of disrupting noon runs. All such trips will be recorded on the trip board (1). Drivers that are bypassed for a mid-day trip due to a conflict with a regular noon district work assignment shall not be charged any hours or with a refusal. Bypassed Drivers will receive offers for trips they are eligible to take.

Eligible drivers must express their interest (in writing) in being on one or more trip boards no later than the August route bidding day. Similarly, eligible drivers may provide notice of interest in being assigned trips on the winter break, spring break, or summer trips by writing a request to be placed on the board no later than five (5) days prior to the applicable holiday scheduling period or by June 1 for summer assignments.

Drivers with mid-day work assignments within the school district (9am to 2 pm) must provide the days and hours of that assignment to management. Failure to provide schedule or accepting a trip in conflict with other scheduled work will result in an additional charge of ten (10) hours to the trip board as penalty.

Drivers will generally be asked to take trip assignments two to three days before a scheduled trip, but no later than 5:00 p.m. the day before the trip except in the case of an emergency. Once a driver is asked to take any trip, he/she shall have a reasonable period of up to two (2) hours to make a decision on accepting the trip in non-emergency situations. Drivers will have up to one (1) hour in urgent situations.

Drivers who enter or re-enter the trip board after Labor Day, are

returned at the highest number of hours plus one currently on the appropriate trip board.

4. a. Special Terms for Extra Work during the Winter and Spring Breaks

All regular drivers that have signed for extra work during the school break periods will be offered extra work in seniority and equalization order. (Eligibility for vacation pay during these break periods does not exclude a driver from being considered for work during a school break; however, a driver may not be assigned both vehicle washing and driving during the same school break period.)

Drivers who are not eligible to use vacation (Article 38) during winter break will be offered vehicle washing assignments in seniority order.

If there are insufficient drivers without vacation eligibility during winter break to wash vehicles, the most senior vacation-eligible drivers will be offered vehicle washing assignments, with the understanding that they will not be allowed to use vacation time on the same days they wash vehicles.

Drivers will meet prior to winter break to select available driving assignments during winter break in seniority order if they volunteer to drive and they have not already been assigned vehicle washing. Additional trips will be offered in seniority rotation

Drivers who have volunteered to work spring break will meet prior to spring break to select available trips on a rotating basis, by seniority. Drivers who drove or accepted and later refused a trip or vehicle washing assignment during winter break shall not be eligible to drive during spring break until the list of drivers desiring work has been rotated once. Additional trips will be offered in seniority rotation.

Drivers who perform work on a day they have elected to take vacation pay shall receive vacation pay for the balance of their regular work day hours only.

b. Special Terms for Overnight Trips

Overnight charter trips will generally be posted, individually, a month in advance (if known) for expression of interest. Each will be posted as a separate list, rather than as part of the

charter trip board. An overnight trip is 8 hours per day minimum, unless the actual driving time is in excess of 8 hours for the day.

Such postings will list the expected duties to be required of a driver and advise the number of drivers needed for the trip. Drivers will not be required to monitor or supervise students, except where the posting has specifically noted such a requirement.

The Transportation office will offer the trip to interested drivers in seniority order, unless an interested driver has already had an overnight charter trip assignment during that school year. Overnight trip assignments during the summer will be offered in accordance with Section B, Summer Assignments.

Drivers on overnight trips will have sleeping quarters which are separate from the students.

5. Trip Refusals:

Drivers will be charged for trip refusals. However, if a Union officer refuses a trip because of official Union business, that trip shall not be charged to the officer. Similarly, a driver attending a job-related meeting called by an administrator can refuse a trip without being charged. A driver will not be charged for a trip which s/he refused because it conflicted with a mandatory military obligation.

If a trip becomes available the day before it is to be driven, and if the driver eligible to be offered that trip is absent, s/he will be bypassed for that trip and the offer will be made to the next eligible driver. Such bypasses will not be considered as refusals. However, if a driver has been absent for at least five (5) days, s/he will return to the trip board with the average number of hours or their previous total, whichever is greater.

A driver will not be charged for refusing a trip scheduled on the same day the trip offer is made. A driver that accepts any trip, on an emergency basis, will be charged their total trip hours, minus 2 hours. If the trip overlaps a driver's regular scheduled route hours, the route hours will also be deducted from the total trip hours.

If a driver accepts a trip and then calls in sick for any portion of the day of the trip, the trip will be re-assigned and the driver will be charged the hours of the trip and a trip refusal.

If a driver has accepted a trip on a weekend, holiday, school break or

other unscheduled work day, and the driver is absent, other than an approved day, on the last scheduled work day before the trip, the trip will be reassigned and the absent driver will be charged accordingly.

6. Disqualification from Taking Trips:

When a driver refuses more than (8) non-scholastic weekday trips, more than two (2) unscheduled workday trips or more than two (2) school break trips, he/she will be assigned the highest number of hours plus one currently on the appropriate trip board.

7. Automatic Refusals (Bypass):

Automatic refusals (bypass) will not be counted for the purpose of disqualifying a driver from trip assignments. Food truck drivers, driver-trainers, drivers with lunch aide or other district work assignments and others specifically identified in this agreement are eligible for automatic refusals (bypass). Bypassed drivers will receive offers for trips they are eligible to take.

8. Trading of Trips:

No trips will be traded unless the trade has been approved by department management. Under no circumstances will drivers that trade away a trip claim the hours for payment and then personally compensate the driver that takes over his/her trip.

9. Meal Reimbursement:

When a trip involves a minimum of four (4) hours and includes any hours between 11:30 and 12:30 and/or 5:30 and 6:30, the driver will be reimbursed for the cost of his/her meal(s). On an overnight trip, the driver will be eligible for reimbursement for the cost of breakfast, also. Claims for meal reimbursement shall be paid following the submission of the claim form and receipt(s), and will be limited to the lesser of the driver's actual meal cost or the standard district meal reimbursement rates.

10. Trip Report Form Completion:

Drivers who take trips are responsible to complete the trip report form accurately and to submit it on time (8:00 a.m. on the next scheduled work day), and in the designated location. Drivers that fail to submit a trip report form will be charged with five additional hours.

11. Trip Charges:

All trips shall be charged by the hours worked beyond scheduled work hours. Trip refusal charges shall be applied for the total hours of the trip plus the charge of refusal. Trip boards will be averaged (by number of trips or hours) when a driver is absent from work five (5) or more consecutive days.

12. Responsibility for Trip Route:

A driver who takes a trip is responsible for knowing the directions for the trip destination and must plan the route before leaving on the trip.

13. Drivers who accept a trip and then cancel before the day of the trip will be charged the number of trip hours. Drivers who accept a trip and then cancel the day of the trip will be charged the number of trip hours plus five(5) additional hours. Extenuating circumstances will be given special consideration.

B. Summer Assignments

All regular drivers may volunteer in writing for summer driving assignments by June 1 of each year. Selection of summer assignments will be made in seniority order before the regular school year ends. Drivers will be paid at Step 3 of the salary schedule for all summer assignments, unless their regular assignment during the previous school year (i.e. bid-on route) is intended to and does continue during the following summer.

1. All known assignments will be divided into units of two (2) weeks and listed on the summer assignment board. Exceptions to the two (2) week assignments shall be mutually agreed to by the District and the Union. Examples of these assignments may include:
  - a. MSU Upward Bound Program (2.5 weeks = 48 hour assignment)
  - b. Assignments within an assigned 2 week block.
  - c. Back-up driver for assigned 2 week block.
2. Drivers may bid in seniority order on driving and vehicle washing assignments until all driving assignments are awarded. In other words, insofar as there are insufficient drivers to assign to all of the two week assignments, interested regular drivers may select additional two week period(s) to work, in seniority order.

The parties may mutually agree whether Bus Drivers will be allowed to bid on a route or trip assignments *along with* a bus washing assignment, depending on the amount of work available. Absent this mutual agreement, the terms of this paragraph shall apply.

3. Additionally, the drivers may bid on vehicle washing assignments in seniority order, and shall not be precluded from doing so because they have also bid on driving assignments.
4. The parties will assign a maximum number of drivers that may sign up to work trip assignments during each two calendar week period.

Drivers who have volunteered to do summer work will meet after summer bidding, but prior to the beginning of summer break to select available trips on a rotating basis, by seniority. Drivers who selected field trip driving will meet on a scheduled day in the week prior to their driving assignment to select available trips on a rotating basis, by seniority. The schedule for the summer trip bidding will be determined and communicated prior to the beginning of the summer break. Additional trips will be offered in seniority rotation first to drivers scheduled for the trip session then by drivers in seniority order from remaining trip sessions upcoming followed by previous sessions. If the trips still remain uncovered, then drivers who signed up for bus washing will be offered to drive followed by drivers who have already had a bid route assignment. If still unable to cover trips, then any regular driver may be contacted in seniority order. If after all regular drivers have been offered trips and there are still trips available, management may fill the trips at their discretion.

5. Any new trip assignments arising after the initial choices have been made will be offered to the affected trip drivers, by seniority.
6. Additional route driving assignments that arise after summer bidding shall be offered:
  - A) To the driver who could improve upon the total work hours of the assignment, provided the improvement is at least an additional thirty (30) minutes or more per day; a driver may then assume the new route driving assignment, giving up the conflicting work assignment that will then be given to the next eligible person, by seniority order.
  - B) To the next driver who did not have the opportunity to bid a route driving or vehicle washing assignment other than trip driving, by seniority order.

## **24. TEMPORARY ASSIGNMENTS**

- A. Temporary assignments will generally be made in a manner which is least disruptive to the regular route assignments. When reasonable to do so, the most senior, qualified and interested driver will be given the temporary assignment.

Reasonable may mean the driver can get to the assignment on time, without driving excessive miles and by taking the assignment does not result in overtime.

- B. Homeless transportation shall be assigned to the runs/routes as reasonable. The driver's interest and/or ability to perform the work will be considered. In case of a dispute, a special conference will be held.
- C, When an employee is placed temporarily in such a position, the employee and the Union shall be notified, in writing, as to the effect concerning the position and the employee.

## **25. STAND-BY DRIVERS**

- A. A Stand-by Driver's position shall be filled in accordance with Article 11, Sections A and B. Fringe benefits shall be paid according to the terms of the Agreement.
- B. Food truck stand-by assignments will be made in the following order: (1) Stand-by Drivers who are qualified to drive the food truck, and have given written notice of their interest in these assignments; (2) school bus drivers who are qualified to drive the food truck, and have given written notice of their interest in these assignments; and (3) stand-by drivers who are qualified to drive the food truck but have given written notice of their preference not to drive the food truck.

## **26. SUBSTITUTE DRIVERS**

Substitute drivers shall not be members of the Union. Their rate of pay shall be established by the Board, but shall not exceed the beginning rate of pay for bus drivers.

## **27. COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned in normal working hours.

## 28. RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification rate structure. In the event the Union does not agree that the rate is proper, it shall be the subject of negotiation. Such jobs may be filled on a temporary basis by a driver from the bargaining unit as provided in Article 24.

## 29. RIGHTS OF VETERANS

- A. Employees who have been inducted or enlist for military duty in any of the armed forces of the United States shall be granted leaves of absence for a period not to exceed three (3) months beyond their honorable discharge date. Full credit toward advancement on the salary schedule shall be granted. This credit shall not be extended beyond the initial enlisted or induction period. A dishonorable discharge from above services does not obligate the Board for future employment. At Board discretion a certification of physical and/or mental capability may be required as a condition of reemployment. Employees shall be offered reemployment in their previous position or a position of like status and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so, in which event they will be offered such employment in line with seniority as may be available which they are capable of doing at the current rate of pay for such work.
- B. A probationary employee who enters the armed forces and meets the foregoing requirements, and who is reemployed and completes the probationary period, upon completing it will have seniority equal to the time spent in the armed forces, plus ninety (90) days.
- C. Veterans' Law. Except as hereinbefore provided, the reemployment rights of employees and probationary employees will be limited by applicable laws and regulations.
- D. Educational Leave of Absence. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence without pay for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. When reinstated, the employee shall return to the same salary step as that held upon time of leaving.
- E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active



duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency which does not exceed thirty (30) days. Further extension of this benefit may be granted at the discretion of the Employer.

### **30. LEAVES OF ABSENCE**

- A. Leaves of absence without pay shall be granted for a period not to exceed one (1) year, or a period equivalent to the employee's seniority, whichever is shorter, upon written request to the Human Resources Office without loss of seniority for:
1. Service in a governmental agency, state or nationally recognized professional, labor, or fraternal organization which the employee has been formally designated to represent.
  2. Illness leave (physical or mental) shall be granted if a written statement is available from doctor.
  3. Prolonged illness in immediate family—spouse, children, parents, grandparents, brothers, sisters, parents-in-law, foster parents, and any other person for whom the employee is physically or financially responsible.
  4. An educational leave of absence may be granted to any regular full-time employee upon presentation of an approved course of study which will lead to a degree. Notification shall be at least one (1) month before leave is to begin.
  5. Maternity leave to any female employee upon request of the individual.
    - a. If an employee desires a leave of absence, she must file a written request with the Human Resources Office at least 30 days prior to anticipated date of such leave.
    - b. Any leave of absence shall be for the duration of the pregnancy and extended no longer than through the post-natal examination period (usually six weeks after termination of the pregnancy).
    - c. After the termination of pregnancy the employee shall be permitted to return from leave at any time. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the

employee must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the employee examined by the Board's physician prior to the employee's return to work.

d. Pregnant employees may continue to work provided they continue to meet all physical requirements of the Michigan Department of Education.

6. Pursuant to the provisions of the Family and Medical Leave Act of 1993, eligible employees shall be granted unpaid leave for the purposes and to the extent required by law, subject to all of the terms and conditions of the law and its implementing regulations. Any paid or unpaid leave which is otherwise available under the provisions of this agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and shall be credited toward fulfilling the leave entitlement of the eligible employee, to the extent permitted by the law and its implementing regulations.

If an employee takes advantage of the benefits of the law, s/he may use her/his accumulated compensable leave, accumulated and accrued vacation leave and/or accumulated personal leave during the family and medical leave. Similarly, the board may require the employee to use her/his accumulated compensable leave bank in excess of thirty (30) working days during the family and medical leave.

If an eligible employee fails to return from an unpaid leave, during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the district, so long as the law and regulations allow the district to require such repayment. Repayment shall be made within thirty (30) days after a demand for payment or according to a repayment plan agreed upon between the employee and the district. Any amount, or portion thereof which is owing for repayment shall be deducted from any wage or other payments owing to the employee. Any remaining deficiency owing for repayment shall be collectible by initiating legal action against the employee for repayment, if not remitted within thirty (30) days after the demand for repayment is made upon the employee or as otherwise previously agreed in a repayment plan.

- B. Leaves of absence with full or partial pay (as specified below) shall be granted for temporary periods, upon written request to the Human Resources Office without loss of seniority, under the following, limited circumstances:
1. A driver who receives notice of required appearance for jury duty must notify the Transportation office within one (1) school day of such notice. If the driver is summoned and reports for jury duty, the driver shall be paid the difference between the amount received as a juror and the normal week's pay, provided the driver is available for work within the regular work schedule when not occupied for jury duty. The driver shall be required to report to work on any and all days when not sitting as a juror. The driver shall furnish the Transportation Department with a written statement from the appropriate public official listing the amount and the dates for which the driver was paid for jury duty. Any driver found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
  2. A leave of absence with full pay (regular schedule) not chargeable against the driver's sick leave shall be granted for a court appearance when subpoenaed as a witness in any case connected with the driver's employment, provided the driver is not a plaintiff in the suit, is found not to be the responsible party, and provides to the department a copy of the subpoena and any sums received as subpoena fees. The driver may retain all mileage reimbursement fees.
- C. An employee returning from a leave of absence must notify the Human Resources Office at least one month before the expiration of the leave of the date of return in order to permit planning, scheduling and placement. (The district may accept notice of less than one month when it finds the circumstances of the individual case cannot reasonably allow the one month notice requirement to be fulfilled.) For all medical leaves, medical documentation regarding fitness to return to work shall also be provided to the Human Resources Office prior to the employee's return to work.
- Employees will be returned to the first available vacancy for which they are qualified and eligible. Drivers on leave from benefit-level assignments shall be eligible for the first available vacancy in a benefit-level assignment; drivers on leave from non-benefit-level assignments shall be eligible for the first available vacancy in a non-benefit-level assignment.
- When reinstated, the employee shall return to the same salary step as that held at the time of leaving. Leaves of absence shall be reflected in the employee's anniversary date.
- D. Leaves may be extended upon written request by the employee for a period up to one (1) year.

### **31. LEAVE FOR UNION BUSINESS**

- A. Members of the Union elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence without pay for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority. When reinstated, the employee shall return to the same salary step as that held at time of leaving.
- B. Members of the Union elected to attend a function of the International Union such as conventions or educational conferences shall be allowed time off without loss of time or pay to attend such conferences and/or conventions. Total combined time shall not exceed five (5) days per year to Union members. Not more than two (2) members can be absent at the same time on scheduled work days during the school year.
- C. When reinstated, the employee shall return to the same salary step as that held upon time of leaving.

### **32. SICK LEAVE**

All members covered by this Agreement shall be granted one (1) sick leave day<sup>1</sup> per month worked not to exceed twelve (12) days per year<sup>2</sup> with unlimited maximum accumulation. An employee while on 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.<sup>3</sup>

Sick Leave with full pay may be taken for:

- 1. personal illness or injury;
- 2. illness or serious injury to members of the immediate family;<sup>4</sup>
- 3. death in the immediate family (limit five (5) days);
- 4. to attend the funeral of a close friend or relative (limit one (1) day per occurrence);
- 5. when exposure to contagious disease might create a health hazard for students or other employees; or
- 6. when unforeseen emergencies<sup>5</sup> arise calling for the immediate presence of the employee.

Any employee absent due to illness shall notify the supervisor or office at least one hour before his/her scheduled shift, or as soon thereafter as the employee knows s/he will be absent. In proper cases exceptions may be made.

A medical verification of illness is an excuse for an absence that is signed by a physician or other appropriate documentation verifying time away from work, including care provider in accordance with the FMLA laws (if applicable).

Verification may be requested upon return to work when an employee is absent for illness or there are patterned absences, an employee reaches a zero balance in his/her paid time bank (excluding workers comp & Article 36), excessive absences, questionable absences, etc.

Occurrences are defined as contiguous work days off work for the same reason. Unverified absences/occurrences are absences where a physicians excuse or appropriate documentation, as described above, has not been provided upon return to work. In such cases, employees may be subject to progressive disciplinary action up to including discharge as indicated below (over a 10 month period).

4	Unverified Absences/Occurrences	=	Verbal Reprimand
5	Unverified Absences/Occurrences	=	Written Reprimand
6	Unverified Absences/Occurrences	=	3 day Suspension
7	Unverified Absences/Occurrences	=	Possible Termination

When an occurrence takes place and any level of discipline has been previously given, the employee will progress to the next level of reprimand up to possible discharge within a 10 month period. In cases of extended illness, an employee may request a leave of absence for illness in accordance with Article 30.

Absence tracking will be for a school year only and the count will be reset each year.

Sick Leave Incentive Pay:

Employees shall receive sick pay incentives as follows:

Two or less sick days used = \$200.00

Three sick days used = \$100.00

Sick Leave incentives are to be computed on an annual basis and will be paid in July for the preceding fiscal year.

Personal day(s) and Funeral Leave shall not count as missed days for the purpose of calculating the bonus days. Sick days used under the terms of Article 36 also do not count as "sick days used."

### 33. PERSONAL LEAVE

One (1) personal leave day, with pay, shall be granted annually to each employee. Employees may take a second personal leave day annually that shall be charged against the employee's accumulated sick leave.

The personal leave days shall not be utilized during an absence for sick leave, or during any other leave of absence.

An employee taking a personal leave day shall file a notice of the intent to take such day with their immediate supervisor at least five (5) days prior to the date of such leave except in the case of emergency as approved by the department head or designee<sup>6</sup>. Such notice shall include a statement of the reason for such leave.

Personal Leave shall not be used for:

1. The day before or the day after a holiday, holiday related day or vacation.
2. Recreational pursuits, shopping, or pleasure trip with spouse (including accompanying spouse on business trip).
3. Other employment or seeking new employment.
4. Child care.
5. Any other leave provision in this Agreement.

In the event an employee does not use the personal leave day, it shall be transferred to the employee's regular cumulative sick leave balance. Personal Leave shall not be cumulative from year to year.

<sup>1</sup> A sick leave day shall be defined as the number of hours in the employee's regular work day.

<sup>2</sup> The amount of sick leave time accumulated during June, July and August (not including the regular school year work schedule) shall be prorated, based upon actual hours worked during the summer, using the proration schedule, below. Such time shall be credited to employees the first payroll period each October.

<u>Summer Hours Worked</u>	<u>Hours of Sick Leave Granted</u>
0 - 59	0
60 - 139	4
140 - 219	8
220 - 299	12
300 or more	16

<sup>3</sup> In cases of absence, it is expected that an employee notify the appropriate supervisor or office.

<sup>4</sup> Immediate family shall include the driver's spouse, children, parents, foster parents, parents-in-law, brothers, sisters, and any other person for whom the driver is financially or physically responsible.

<sup>5&6</sup> An emergency is an unforeseen incident over which the individual has no control and requires immediate attention. The individual should and will have made every effort in their power to resolve the situation without taking time off from work. Each case will be decided on its own merits.

### **34. WORKER'S COMPENSATION (On-the-job Injury)**

In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer will augment the payment the employee receives through worker's compensation in the following manner:

If an employee is injured while on duty, resulting in loss of time, he/she shall be paid the full day's pay at his/her regular rate for the day on which the injury occurred and any part of the day in which an employee returns to work upon release from the doctor. The employee shall receive from the Board the difference between the worker's compensation payment prescribed by law and his/her regular salary for the first seven (7) consecutive calendar days following the date of injury.

Beyond the seventh day, employees shall receive from the Employer the difference between the Worker's Compensation payment prescribed by law and the employee's regular weekly income to the extent and until such time as such employee shall have used up any accumulated sick leave. Sick leave shall be charged on a pro-rata basis computed on the relationship of the differential pay to the regular weekly pay until the sick leave is exhausted.

### **35. HOLIDAYS**

- A. The following days shall be recognized and observed as paid holidays with premium pay or overtime pay if worked.

New Years Day  
M.L. King, Jr. Birthday<sup>7</sup>  
Presidents Day<sup>8</sup>  
Memorial Day  
Independence Day (for employees scheduled to work the week of July 4<sup>th</sup>)  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

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7 The Martin Luther King, Jr. Birthday holiday will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

8 Presidents Day will be observed as a paid holiday in any year in which it is not a scheduled day of instruction.

Eligible employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above shall fall on a Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on a Sunday, then the succeeding Monday shall be observed as the holiday.

B. In addition the following holiday-related time off with pay will be granted:

New Year's Eve  
Good Friday  
Christmas Eve

If worked, payment at the rate of time-and-one-half will be granted for the days covered in this provision.

C. Eligibility Requirements:

The employees shall be eligible for holiday pay under the following conditions:

1. The employee should have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, or sick leave.
2. The employee drove his/her full route on his/her last scheduled work day prior to and the employee's next scheduled work day following the holiday, unless excused by the Employer or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon whether the purpose is reasonable in each case. Illness should be construed as a reasonable purpose, and need not be mutually agreed upon.
3. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.
4. If an employee works on any of the paid holidays listed above, the employee shall be paid in addition to the holiday pay a sum computed by multiplying his/her current hourly rate of pay by twice the number of hours the employee works on said paid holiday.
5. There shall be no holiday pay for an employee on unpaid suspension unless the suspension is reversed through the grievance procedure. Lost paid holiday or holiday related days shall count as a suspension day, or days. If such suspension day(s) end during a multiple day holiday or holiday period, the remaining days will resume as paid days.



- D. If any other District employee group is granted a paid holiday on Presidents' Day holiday during the term of this agreement, the Union may seek to reopen this agreement to negotiate the same paid holiday(s) in exchange for a savings offset elsewhere in the contract.

**36. VACATION PAY IN LIEU OF SICK LEAVE**

Vacation pay may be received by the use of the following options:

- A. All employees who are on the payroll at the time spring vacation begins and who have accumulated sick leave day(s) shall have the option of receiving a sum not to exceed five days' pay for a five day period when schools are closed during the spring vacation.
- B. All employees who are on the payroll at the time Christmas vacation begins and who have accumulated sick leave day(s) shall have the option of receiving a sum not to exceed six days' pay for a six day period when schools are closed during the Christmas vacation.
- C. If using A or B, a balance of two (2) sick days shall remain in the sick leave bank after the deduction of days.

**37. VACATIONS**

- A. All employees covered by this Agreement working on a regular basis shall receive vacation pay based on the following schedule:

After five years of service - 5 days

- B. Vacation pay shall be based on regularly scheduled hours of work as of the first pay day in December. Vacation time may be used by employees:
  - 1. With prior approval of department management;
  - 2. Only on days or at times when students and mandatory training are not scheduled and a substitute employee is not required; and
  - 3. In increments of not less than two (2) hours.

Vacation time may also be used by drivers during the winter and spring breaks, and snow days, for which the employee is not otherwise receiving pay. Vacation time may not be used in place of sick time or during the summer months.

- C. Years of service shall be determined by the number of years of service completed by September 1 of a given year.

- D. To be eligible for vacation pay, the employee must have been in active employment for 140 days in the preceding school year. This paragraph (D) shall not apply to employees receiving workers' compensation benefits with the following exceptions:
  - 1. Employees who do not return to work shall not accrue further benefits after their absence;
  - 2. This 140 day eligibility threshold shall be in effect for leaves of absences that continue into a second year (the year after the 140 day threshold has been waived).
- E. Employees will record all vacation time used on the regular time sheet for the period that the vacation time was used.
- F. Vacation balances not used by the end of the school year will be carried over into the succeeding year, but carryover will be limited to ten (10) days. Any vacation time in excess of the ten (10) day carryover will be forfeited on June 30.

**38. LIFE INSURANCE**

The Employer shall provide a \$20,000 group term life insurance benefit including accidental death with a waiver of premium provisions to all full and part-time employees who regularly work twenty (20) or more hours per week. Coverage will become effective on the first day of the month following hire. It is the employee's responsibility to enroll at the Employee Benefits Office within 30 days of hire.

**39. HEALTH INSURANCE**

- A. The Board agrees to provide each eligible employee MESSA Tri-Med health and hospitalization insurance, with a \$5.00 Generic and \$10.00 Brand prescription drug card. If during the duration of this agreement, MESSA Tri-Med offers the option of a \$10.00 Generic and \$20.00 Brand prescription card, the employee agrees to contribute up to the following amount per month for the above coverage. Employees can elect to have the insurance premium co-pays be made through the District's section 125 pre-tax salary reduction plan.

Effective January 1, 2007:

Single	\$ 25.00
Two Person	\$ 35.00
Full Family	\$ 45.00

Effective July 1, 2007:

Single	\$ 30.00
Two Person	\$ 40.00
Full Family	\$ 50.00

- B. Employees eligible for hospitalization coverage through the Employer, who are covered by an alternative source (example: spouse's employer), must elect to do either of the following:
1. Drop the coverage of the alternative source and retain coverage through the Employer, or
  2. Drop the coverage through the Employer, and retain through the alternative source, and receive the applicable monthly cash benefit.
- C.
1. Employees not receiving benefits as set forth in section a may elect to invest in cafeteria benefits, on a pre-tax basis (subject to IRS rulings).
  2. Effective upon ratification of the 1995 agreement, employees not receiving benefits as set forth in Section A, will receive additional compensation based upon regularly scheduled work hours. Employees scheduled to work at least 30 hours per week will receive \$100.00 per month additional compensation. Employees scheduled to work between 20 and 30 hours per week will receive \$50.00 per month additional compensation.
  3. Employees electing either health insurance (Section A), cafeteria benefits, or the additional compensation may purchase additional tax exempt options on a payroll deduction basis.
- D. It is the employee's responsibility to enroll at the Employee Benefits office within 30 days of becoming eligible or during re-enrollment periods.
- E. Each employee shall execute the following form and return it in to the Employees Benefits Department within one month of employment.

#### HEALTH INSURANCE COVERAGE

The undersigned, a member of the bargaining unit represented by the AFSCME Local #1390, affirms as a condition of continued employment by the Lansing School District, that he/she has no other insurance coverage provided under the collective bargaining agreement between the LSD and AFSCME Local #1390, pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the LSD Plan or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this Agreement shall be prompt reimbursement to the Employer of all premiums paid by the District for coverage from the effective date of such coverage or May 1, 1990, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse is terminated at any time, for layoff, or termination of employment, coverage under the LSD plan/or plans will be immediately granted, provided the employer is notified within 30 days of the event and the employee provides written verification of cancellation from the spouse's employer or insurance carrier.

Signature \_\_\_\_\_

- F. Employees scheduled to work 30 hours per week shall be considered full-time, regular employees for the purpose of the benefit set forth in Section A, above. Full-time, regular employees not electing hospitalization insurance pursuant to Section A shall receive a monthly cash benefit.
- G. Employees regularly working four (4) or five (5) hours per day who choose to be covered by the hospitalization plan in A, above, agree to pay one-half the premium. Otherwise, if they elect not to be covered by a hospitalization plan, they shall receive a monthly cash benefit.

#### **40. DENTAL INSURANCE**

The Board shall provide single subscriber/employee dental insurance or a reimbursement plan as follows: 50/50/50/\$500 policy without an orthodontic rider for each full-time regular employee covered under this agreement. The Board shall pay 50% of the premiums toward this dental plan for those employees regularly scheduled to work less than six (6) hours per day (or provide 50% of the reimbursement rates). Each covered employee has the option of purchasing two person or family coverage subject to any enrollment/waiting period provisions established in the applicable plan.

#### **41. VISION REIMBURSEMENT PLAN**

Effective upon ratification of the 1995 agreement, the Board agrees to provide the Lansing School District self-funded vision reimbursement plan to all full-time employees and eligible family members, with employees being eligible for benefits once every fiscal year period. The Board will pay 50% of the reimbursement plan rates for employees working less than six (6) hours per day.

**42. INSURANCE COVERAGES**

- A. Upon acceptance of written application by the insurance carriers, employees shall become eligible for insurance benefit programs beginning the first day of the month following employment. The employee must be actively on payroll the day that the coverage becomes effective. Board contributions for coverage shall cease the end of the month during which the employee is terminated or retires. Changes in family status shall be promptly reported by the employee to the Employee Benefits office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
  
- B. Should the Board wish to initiate a change in the hospitalization insurance program which would be equivalent to or better than the coverage now specified, it may do so after review by a joint committee composed of three members of the Unit and three members of the Administration. As an alternative to the health insurance coverage described, above, the Board may initiate during the term of this agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the Agreement. Participation in such new program(s) by bargaining unit members shall be voluntary. Upon implementation of such program(s), a special conference may be initiated by the Board or the Union to explore its terms.
  
- C. Employees, their spouses, or dependent children who cease to be eligible for Board medical insurance shall have the right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months except for termination of employment or reduction in hours. In those cases maximum extension is 18 months.

**43. LONGEVITY PAY**

- A. Employees hired prior to September 1, 1980 shall receive longevity according to the following schedule based on the years of service with the Employer.

After 5 years through 9 years	2%
Beginning 10 years through 14 years	4%
Beginning 15 years through 19 years	6%
Beginning 20 years and over	8%

- B. For all employees scheduled to begin longevity during this Agreement, longevity will be paid in one lump sum on the first pay period in December of each year. Employees presently receiving longevity may have the option of a lump sum payment, or as now provided, payment added to the regular bi-weekly pay of the employee. Should the employee elect the option of a lump sum payment, it must be requested prior to the employee's anniversary date. Once the option has been exercised, employees may not revert back to bi-weekly payments.
- C. Employees hired after September 1, 1980 shall receive longevity according to the following schedule based on the years of service with the Employer:

	2009-2010
After 5 years through 9 years	\$225.00
Beginning 10 years through 14 years	\$450.00
Beginning 15 years through 19 years	\$676.00
Beginning 20 years and over	\$902.00

Longevity payments shall be paid in a lump sum on the first pay period in December to those employees who are actively employed. Eligible employees on unpaid leaves of absence shall receive such longevity payments upon return to work active employment status provided they return to work within one year from the effective date of their leave of absence. Longevity will be pro-rated only in cases of MPSERS eligibility or death.

#### **44. TERMINAL LEAVE**

Having reached the age requirement of the Michigan School Employees Retirement Plan and having completed at least ten (10) years of service with the Lansing School District, or upon death, the employee or beneficiary shall receive a lump sum payment of \$100.00 for each year of service.

#### **45. JOB DESCRIPTIONS**

It is agreed that the parties will review existing job descriptions for the purposes of clarification, revision, or both.

#### **46. EVALUATION**

The District and Union agree that all drivers should receive periodic feedback regarding the quality of their work by their supervisors. Drivers will be reviewed on an annual basis beginning with the 2003-04 school year using the agreed upon evaluation format:

The District will use the evaluation format developed in June 1999. Any changes to the form will be mutually agreed to by the District and the Union through an issues meeting(s) prior to making any changes.

Staff will receive a copy of their job description and the evaluation format by October 30.

In sharing the evaluation results, the supervisor must meet with the driver personally to review the evaluation results. A copy of the final evaluation must be given to the driver, who signs the form indicating receipt of the copy. If the driver declines to sign the evaluation, a union representative may sign indicating that the driver has received a copy of the evaluation. A copy of the evaluation is then placed in the driver's personnel file.

Drivers who disagree with the evaluation may 1) file a written attachment explaining or disagreeing with the evaluation within twenty (20) work days of receipt of the evaluation or 2) grieve the evaluation through the grievance process as contained in Article 18. A fourteen(14) day automatic extension will be granted for the filing of the grievance upon written notification to the Human Resources Office.

All regular evaluations are to be completed on or before June 16 of each school year.

This employee evaluation system does not affect any other employee rights or any District rights under the contract.

#### **47. PROTECTION OF DRIVERS**

- A. When emergency school closings occur or when a group of potentially hostile pupils create a problem on the school bus, a driver shall receive assistance from the school and/or the Transportation Department office. Additional school bus drivers may be assigned to assist the driver only in extenuating situations.
- B. If the Transportation Department becomes aware of a physical or mental condition of a student which may affect the safe transportation of that student, the driver of the affected route will be advised.
- C. Any case of employment-related assault and/or battery upon a driver shall be immediately reported to the immediate supervisor. Upon written request to the Human Resources office, the Board will provide appropriate advice to the driver regarding any rights and obligations s/he has in connection with the handling of the incident by law enforcement and judicial authorities.
- D. The Board will repair, reimburse or replace for employees the current value of clothing or personal property damaged or destroyed as a result of an

accident, act of vandalism, assault and/or battery upon them suffered in the good faith performance of their employment. Limitations upon this right include: (A) A maximum recovery of \$200.00 per incident; (B) The loss is covered by insurance; (C) Reimbursement can be obtained from other sources; (D) The loss is associated with particularly valuable property, relative to the nature of the job assignment (Examples: designer suits, lost diamonds, heirloom jewelry, etc.); (E) Vandalism to an automobile which is associated merely with its presence on school property, as opposed to some job-related action by the employee; (F) The claim is not made within a reasonable period of the loss; and/or (G) The employee fails to cooperate with the investigation of the loss.

Disputes arising from this section shall be resolved by an ad hoc committee, comprised of the Union president/designee, the claimant, a representative from the Personnel office and a representative of the Employee Benefits office.

- E. A student who is suspended for physically assaulting a driver will not be returned to any bus route during the same school year without prior notification to the driver(s) affected.

#### **48. MISCELLANEOUS**

- A. Nondiscrimination and Equal Employment Opportunities

The provisions of this agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, disability, marital status or other illegal basis.

In light of the parties' mutual obligation to apply the terms of this agreement in accordance with employment laws related to equal employment opportunity, each party agrees to advise the other of equal employment opportunity problems of which it is aware. The Employer and the Union will jointly seek solutions to such problems through the procedures and programs provided in this agreement.

- B. Disability Accommodations

The District and the Union understand their mutual obligations to comply with state and federal laws related to the employment rights of disabled employees, and each will act in good faith to fulfill its obligations.

- C. Complaints Against Drivers

In the event a parent, pupil or other person not employed by the Lansing



School District lodges a complaint against a driver, such complaint may be made part of the driver's personnel file only in accordance with the following procedure:

1. A copy of the complaint will be provided to the affected driver;
2. If the driver requests a meeting to discuss the complaint within five (5) work days of receipt of a copy of the complaint, such a meeting will be held following the general guidelines of a special conference;
3. If appropriate after the above meeting, additional investigation will be performed into the facts alleged in the complaint; and
4. If additional investigative work is done, the driver will be provided with a copy of any report which is generated.

The driver retains the right to file a statement in his/her personnel file in response to the complaint, consistent with state law.

D. Training

If the Employer introduces new equipment or procedures or requires training of employees in a specific area, the Employer will arrange for such training in a timely manner. The Employer will also provide periodic updates if deemed necessary.

**49. UNION BULLETIN BOARD**

The Employer shall provide a bulletin board in the Vehicle Maintenance Center which may be used by the Union for posting dated Union notices of the following types:

1. Notice of Union recreational and social events;
2. Notice of Union announcements of elections;
3. Notice of Union results of elections;
4. Notice of Union meetings.

**50. NO STRIKE CLAUSE**

- A. The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of employees from their positions, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment) to occur during the life of this Agreement for any purpose whatsoever.

- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Union will not directly or indirectly take reprisals against employees who continue, or attempt to continue, their duties, or who refuse to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

**51. SALARY SCHEDULE**

A. Primary Route Assignment Rates

The salary schedule for 2008-2009 school year will be increased by 1.5% retroactive to September 1, 2008 for all hours paid. On September 1, 2009, the salary schedule will increase by .5%.

	2008-09 (1.5%)	2009-10 (0.5%)
Step 1 (beginning base)	11.08	11.14
Step 2 (end of 1 <sup>st</sup> year)	11.99	12.05
Step 3 (end of 2 <sup>nd</sup> year)	12.56	12.62
Step 4 (end of 3 <sup>rd</sup> year)	13.23	13.30
Step 5 (end of 4 <sup>th</sup> year)	13.99	14.06

B. Extra Work Assignment Rates

1. Employees shall be paid at the Step 3 hourly rate to drive non-scholastic trips.
2. Employees shall be paid at the Step 3 hourly rate during the time they perform vehicle washing duties, unless such work takes place during regularly scheduled hours (e.g., part of the employee's run is canceled and the employee is assigned vehicle washing for the remainder of the scheduled work time).
3. Employees shall be paid at the Step 3 hourly rate for attending employer-required workshops or other training outside their regularly scheduled scholastic run times.

## **52. NEGOTIATIONS PROCEDURES**

- A. At least 60 days prior to the expiration of this Agreement, the Union and the Employer will begin negotiations for a new Agreement covering wages, hours and terms and conditions of employment.
- B. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.
- C. Either party may initiate discussion of alteration of economic terms of the current agreement during the contract term if it is in the mutual interest of the parties to do so. It is understood that the current contract will only be altered by mutual agreement.

## **53 DURATION OF AGREEMENT**

This Agreement shall become effective as of September 1, 2008, and shall continue in full force and effect until 11:59 P.M., August 31, 2010.

**UNIT NEGOTIATING COMMITTEE**

OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES OF COUNCIL 25, LOCAL UNIT 1390.

By: \_\_\_\_\_  
Unit Chairperson

By: \_\_\_\_\_  
Committee Person

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Committee Person

By: \_\_\_\_\_  
AFSCME Union Staff Representative

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**BOARD OF EDUCATION**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### **Memorandum of Understanding between the Lansing School District and AFSCME Bus Drivers Unit concerning Insurance Continuation**

When an employee goes on an unpaid leave (i.e. when sick or vacation leave is exhausted), the District ceases payment for benefits at the end of the month when the unpaid portion of the leave begins. Employees returning from unpaid leave shall be eligible for District paid insurance on the first day of the month following their return from leave.

Eligible employees as well as their spouse and/or eligible dependents shall have the right to continue such coverage on a monthly payment basis in accordance with federal regulations (COBRA). This is done through the District's Employee Benefits Office.

This Memo of Understanding is not precedent setting and does not bind either party for future agreements in this matter or in similar circumstances. This is a district practice and the District reserves the right to change or modify this practice with thirty (30) days written notice to the Union.

## **APPENDIX B**

### **Food Truck Driver**

#### Route Preference

Beginning in September of 1978 the Food Truck Driver positions shall not be available for bidding at the beginning of each school year as described in Article 11, Section A, paragraph 1.

#### Hours of Work

The Food Truck Drivers shall be eligible for charter trips; however, they shall not be eligible for trips that conflict with their normal, scheduled work days and hours as described in Article 23, Section A. They will be charged with an automatic refusal (bypass) for any charter trip which interferes with their Food Service Truck work schedule with the exception of their last scheduled hour. Whenever necessary, any or all Food Service Truck Drivers shall substitute for school bus drivers in the P.M.

#### Summer Hours of Work

Regular Food Truck Drivers shall be eligible for summer food service truck driving assignments. Food Truck Drivers will be eligible for summer driving assignments for the remainder of the summer period upon completion of the summer food truck driving schedule.

Regular Food Truck Drivers shall be available to wash and clean the food trucks. They shall not be eligible for summer school bus cleaning.

## APPENDIX C

### Memorandum of Understanding Concerning Determination of Fitness for Duty

#### Employee Responsibilities

Employees are responsible for reporting to work able to perform the essential functions of their jobs. All employees shall fully, faithfully, and properly perform the duties of their employment.

#### Medical Examination or Inquiry

All medical examinations and inquiries will be consistent with the Americans with Disabilities Act. The Employer may conduct an employee examination or inquiry only when job-related and necessary for the business. The parties agree to use properly licensed medical providers and laboratories able to perform under the contract.

Medical examinations or inquiries may be conducted when:

1. Evidence of a job performance or safety problem exists;
2. Determining current fitness to perform a particular job;
3. An employee requests an accommodation on the basis of disability;
4. Required by other federal or state laws (including pre-employment, post-accident, reasonable suspicion and random drug and alcohol testing); or
5. Allowed elsewhere in the collective bargaining agreement.

#### Establishing Existence of Performance Problems

An employee exhibiting genuine performance problems may be required to participate in a "Fitness for Duty" evaluation. Genuine performance problems may be established by:

1. A supervisor's written record of observing a pattern of performance-based problems followed by attempts to correct or improve employee performance before such problems become intractable; or
2. A written record prepared by or for a supervisor evidencing employee behavior posing an immediate danger to health or life, or risk to property. Such behavior would include the following:
  - a. Observed pattern of traffic violations;
  - b. On-premises or on-the-job possession of a controlled substance or alcohol;
  - c. Action or accident causing death, bodily injury or property damage where the driver is substantially at fault, and where there are no apparent mitigating conditions contributing to the event; or
  - d. Failure of standard field sobriety tests (currently used by the Department of Public Safety).

The record of performance problems must be presented to the medical provider as part of the fitness evaluation.

### Urinalysis for Controlled Substances

If appropriate to the evaluation, the medical provider may require a urinalysis to identify specified controlled substances, and/or a quantifiable blood-alcohol test. No such testing may be conducted without: (1) being required by federal or state law; or (2) both evidence of cause and properly executed medical release form. (Failure to consent to such evaluation may be considered insubordination.)

### Medical Reports and Recommendations

All fitness reports and recommendations will be consistent with the Americans with Disabilities Act. Medical opinion must be based on a job analysis which details the work environment and the work standard for the essential functions of the particular job. The physician or medical provider will determine the procedures necessary to determine fitness, subject to terms of this contract.

The physician's medical report and recommendations, other than test results for controlled substances and/or alcohol, should only focus upon two concerns:

1. Whether the employee is able to perform the specified job, with or without accommodation.
2. Whether the employee can perform the specified job without posing a direct threat to the health or safety of the person or others.

The Employer will be responsible for making employment decisions on whether it is possible to provide a reasonable accommodation for a person with a disability.

### Dignity and Rights

The Employer and its agents shall respect the dignity of the employees as persons and their rights under law at all times. Courtesy shall be encouraged, and discrimination, harassment, or disregard for an employee's rights under this contract and the law shall not be tolerated.

### Confidentiality and Medical Records

Confidentiality, as a right of the employee and a critical element of fitness and EAP systems, must be carefully protected at all times. A medical provider who breaches confidentiality of an employee can no longer provide evaluations or other services under this contract.

Information from all medical examinations and inquiries will be kept apart from general personnel files as a separate and confidential medical record available only under limited conditions specified under relevant law and this contract. Medical information, including diagnosis, prognosis, or drug test results, may not be requested, retained or used by the Employer unless the employee has properly executed a medical release form.

### Employee Assistance Program

Employees experiencing performance problems or personal difficulties are encouraged to use the confidential services of their Employee Assistance Program (EAP).



### Employer Responsibility for Examination Expenses

The Employer is responsible for all expenses incurred from a required medical examination or inquiry. An employee required to undergo medical examination will be compensated for his/her time at his/her regular rate of pay. Employees may seek additional medical examinations or inquiries at their own expense.

### Forensic Standard of Care

All drug testing shall conform in all respects to the forensic protocol found Department Of Health And Human Services laboratory licensure rules, as amended, hereafter referred to as " DHHS guidelines." The standard of care required by the DHHS guidelines may not be evaded or diminished, but specified elements may be modified by this contract.

[Reference: 53 Federal Register 69, pp. 11970-11989, 4/11/88.]

### Drug Screening

Urinalysis screening may be conducted for the five classes of controlled substances governed by the DHHS guidelines. These substances are: cannabinoids (marijuana metabolites), cocaine (metabolites), opiates, phencyclidine (PCP), and amphetamines.

Urine samples found to be "positive" under the guidelines in the initial screen indicate an increased probability of the suspected substance being identified, but are presumptive and under no circumstances may be used as evidence of drug use or exposure. There shall be no release of screening results to any party prior to positive identifications (confirmation) by a forensic laboratory.

### Positive Identification of Drug

Drug positive initial screens shall be routinely followed by an unambiguous positive identification of the suspected unknown substance by a forensic toxicology facility properly licensed and operating under DHHS rules, serving as an agent of the Employer.

Unambiguous positive identification requires a complete Gas Chromatography/Mass Spectrometry (GC/MS) establishing the presence of the substance at or above threshold (cutoff) levels.

Positive identifications shall include quantification, and shall be reported only to the medical provider conducting the fitness evaluation. The medical provider may include such information in the report to the Employer and employee.

### Laboratory Records

Upon receipt of written request of the Union, accompanied by signed consent of the employee for release of record, a laboratory performing employee drug tests must furnish a completed record of the employee's identification assay(s) within three working days, unless the Union and lab make other arrangements. This record shall include evidence of a complete and unbroken chain of custody, all evaluable GC/MS data (including quality controls), and all reports furnished to the medical provider. The Union will provide a copy of all materials received pursuant to its request to the Employee Relations office.

### Quality Assurance

Results of all quality assurance tests required under the DHHS guidelines shall be requested by the Employer from the participating laboratory in a timely manner, and disclosed to the Union upon receipt. A laboratory cited for any "false positive" on a quality assurance test shall not be allowed to perform services under this contract until the cause of the "false positive" identification is identified and corrected.

### Medical Review Officer

Following forensic identification of a suspected unknown, all drug testing data relevant to that identification shall be evaluated by a Medical Review Officer (MRO) prior to becoming part of any fitness determination. In appropriate cases, the Employer may select a local forensic toxicologist or other expert to review the results of a drug test. The MRO shall follow evaluation procedures specified in appropriate federal guidelines.

### Medical Records

Required drug screen and identification assays used in evaluating fitness are medical records and must be used and stored in accordance with federal and state law and this contract.

### Employer Responsibility for Assay Expenses

The Employer is responsible for all expenses incurred from assays required for medical examination or inquiry, including any subsequent assays of their original urine samples. Employees may seek additional assays or inquiries at their own expense.

### Legal Requirements

This agreement shall be modified to reflect changing requirements in state and federal laws.

## APPENDIX D

### **Memorandum Of Understanding between the Lansing School District and AFSCME Bus Drivers' Unit Concerning Benefit Changes**

The parties agreed during the 2008-2010 negotiations to extend the agreement reached on June 17, 1993 regarding changes in insurance benefits associated with the changes in a driver's assignment hours during the last few weeks of school.

Specifically, the parties agreed that the District will not change the bus driver's benefit status for the summer if there is a change in hours in the last thirty (30) calendar days of the assignment (based on regular school bus routes).

This moratorium on benefit changes does not impact the regular practice of implementing changes associated with change of status, such as hire, leaves of absence, layoff, transfer or termination.

This Memo of Understanding shall expire at the end of this Master Agreement unless renegotiated to continue. This Memo of Understanding is not precedent setting and does not bind either party for future agreements in this matter or in similar circumstances.

## **APPENDIX E**

### **Memorandum of Understanding Concerning Vehicle Washing**

In the event that any District employees perform bus washing, the members of this unit will have the first opportunity to do so, as has occurred in the recent past.

The District will continue to wash all bus exteriors three times per year (winter, spring, summer) and interiors once each year (summer). Bus washing will be performed according to procedures established by the Transportation Director. It is the parties' intent that all buses will be washed as indicated herein each calendar year.

## APPENDIX F

### Memorandum of Understanding Concerning Safety Issues

During the course of the parties' negotiations for a renewal agreement between 1995 and 1998, the parties were not able to reach agreement on the best way in which to address several safety concerns. Inasmuch as both parties are committed to ensuring that drivers work in a safe and healthful environment, the parties will continue to meet to evaluate the following mechanisms:

1. The extent to which the District will include the Union in OSHA, MIOSHA and Department of Labor inspections.
2. The advisability of establishing one or more standing committees, such as a district-wide risk control committee, a district-wide collision review committee, and/or a department health and safety committee. Additionally, the parties will consider establishing jurisdictional guidelines for any committee that is developed and the appropriate size and representation for each such committee.

**APPENDIX G**

**Letter of Agreement  
Lansing School District and AFSCME Local 1390, Bus Drivers  
School Bus Driver Incentive Program**

Union and management are in agreement with the following plan.

A District employee recommends a citizen for a position as school bus driver. If the citizen is employed as a school bus driver and completes two full semesters of driving, the district employee receives a total stipend of \$500 and the new driver will receive \$250. Incentives will be paid out in two increments using the following time schedule. For drivers hiring in by the first day of school, The first check (\$250/\$125) will be after the end of first semester worked. The second check (\$250/125) would be paid with the last payroll check of the school year. For drivers hiring in during the second semester, the first check (\$250/125) would be paid with the last payroll check of the current school year. The second check would be paid during the fall semester of the next school year upon working nine consecutive months while school is in session.

These procedures are not precedent setting and would be concluded and evaluated at the end of the 2008-2010 labor contract. It shall not continue after the expiration of the master contract unless any extension is renegotiated.

\_\_\_\_\_  
Transportation Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson AFSCME 1390-03

\_\_\_\_\_  
Date

## APPENDIX H

### Drug-free Workplace Policy Statement

Illegal drugs in the workplace present a danger to all concerned. Drugs impair safety and health, promote crime, lower productivity and work quality and undermine public confidence. The Lansing School District will not tolerate the illegal use of drugs, and now, by Law, under the Federal Transportation Act of 1991, it cannot.

All Lansing School District, including work sites and all Lansing School District vehicles, are declared to be drug-free workplaces. This means:

- ❖ All Lansing School District employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace.

Employees found to be in violation of this policy will be subject to disciplinary action or discharge.

- ❖ Employees have the right to know the dangers of drug abuse in the workplace, the Lansing School District policy regarding the maintenance of a drug-free workplace, and that the Lansing School District will provide for a drug free awareness program for all employees.

The Lansing School District supports the purpose and goals of the Federal Transportation Act and by this policy announces its intention to comply with the Act and make continuing "good faith" efforts to provide a drug-free workplace. All employees are expected to cooperate and give this policy their full support.

ALL EMPLOYEES ARE REQUIRED TO ACKNOWLEDGE THAT THEY HAVE READ AND RECEIVED A COPY OF THE ABOVE POLICY AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

### Drug-free Workplace Rules and Regulations

It is the intention of the Lansing School District (also sometimes referred to as "Employer") to select the best method for controlling the use and possession of illegal drugs and alcohol in the work place thereby reducing the risks and attendant costs which result from the use and possession of illegal drugs and alcohol on the job. These Rules and Regulations set forth standards regarding the use of drugs or alcohol at work.

A. Fitness for Duty. All Lansing School District employees are expected to be in suitable mental and physical condition at work, able to perform their assigned duties satisfactorily and to behave properly. The use of alcohol, illegal drugs, or other intoxicants that interfere with such performance, will lead to disciplinary action of discharge.

B. Use, Sale, Transfer or Possession. The use, sale, transfer, or possession of alcohol, illegal drugs, drug paraphernalia, controlled substances without a physician's prescription or any combination thereof, on any Lansing School District property, including, but not limited to, buildings, parking lots, driveways and Lansing School District vehicles or any work site or facility will be considered grounds for discharge. Drugs and controlled substances include, but are not limited to, marijuana (THC), cocaine, opiates, phencyclidine (PCP) and amphetamines (including methamphetamines).

Entry upon Lansing School District property as described above, or being at work which shall include any period during which an employee is on call, while under the influence of alcohol, illegal drugs or controlled substances without a physician's prescription, or any combination thereof, will be considered grounds for discharge. "Under the influence" is defined as being unable to perform work in a safe and productive manner, being in a physical or mental condition which creates a risk to the safety and well being of the public, the

individual, other employees or Lansing School District property; or having a blood alcohol content of 0.02 or more, or having any detectable level of illegal drugs or controlled substances, or any combination thereof.

C. Pre-Employment Testing. All applicants for employment will be required to give consent to a physical examination including, but not limited to, the collections of urine to be submitted for, illegal drug and controlled substance screening and confirmation tests. Applicants must agree that test results are to be released to those officials of the Lansing School District who make employment decisions. Failure of the applicant to so consent in writing will result in elimination of the applicant's consideration for employment.

A qualification for employment by the Lansing School District is to pass the pre-employment screening and confirmation tests for, illegal drugs and controlled substances. The Lansing School District will not hire any applicant with a positive result.

D. Testing During Employment. An employee's refusal to submit to a lawful security exam, to a lawful search or inspection of his or her personal property located on Lansing School District premises, work sites or facilities, including, but not limited to Lansing School District buildings, parking lots, driveways and vehicles, or to physical examination, including but not limited to, the collection of urine or breath samples to be submitted for alcohol, illegal drug and controlled substances screening and confirmation tests, where the Employer has reasonable suspicion based on specific, contemporaneous, articulable objective evidence that the employee is in violation of the Employer's workplace policy shall be grounds for discharge. Such objective evidence may include observations concerning the employee's appearance or behavior indicating the chronic and withdrawal effects of controlled substances.

The Employer representative who makes the determination that reasonable suspicion exists to conduct a test shall be trained with at least sixty (60) minutes of training in alcohol misuse and receive at least an additional sixty (60) minutes of training in controlled substances use, which training shall cover the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the employee.

A written record shall be made of the observations leading to a reasonable suspicion test and signed by the Employer representative who made the observations within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.

A refusal to submit to such examination may result in discipline, up to, and including, discharge. Any positive result from a test which confirms the presence of alcohol, illegal drugs or controlled substances and which indicates any inability to satisfactorily perform may result in discipline, up to and including discharge. "Refusal to submit" to an alcohol or controlled substance test means that an employee (1) fails to provide adequate breath for testing without a valid medical explanation after he/she has received notice of the requirement for breath testing; or (2) fails to provide adequate urine for controlled substance testing without a valid medical explanation after he/she has received notice of the requirement for urine testing; or (3) engages in conduct that clearly obstructs the testing process.

E. Confidential Nature of Information. The medical records of individual employees with alcohol or drug dependency within the custody of the Employer will be treated with strict confidentiality and will be assessed only on a need-to-know basis or as required by law.

F. Over-the-Counter and Prescribed Drugs. An employee who is taking over-the-counter or prescribed medication and as a result is not able to perform his/her job safely and efficiently should request a leave of absence. In the event the Employer questions the employee's job performance and the employee believes the difficulties may be attributable to medication side effects, etc., the employee shall explain the use of the medication to the immediate supervisor. The immediate supervisor will then take the fact into consideration in deciding upon the appropriate action, i.e., sending the individual home, placing the individual on a medical leave of absence, requiring a drug test or other action.



G. Drug Testing Protocol. A drug testing protocol shall be developed by the Lansing School District.

ALL EMPLOYEES ARE REQUIRED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY IT IN ALL RESPECTS. BY LAW, THIS ACKNOWLEDGMENT AND AGREEMENT ARE REQUIRED OF YOU AS A CONDITION OF CONTINUED EMPLOYMENT.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**OMNIBUS TRANSPORTATION EMPLOYEE TESTING ACT OF 1991  
RULES AND REGULATIONS APPLICABLE TO EMPLOYEES REQUIRED TO OBTAIN CDL**

A. Definitions:

1. Commercial motor vehicle. "Commercial motor vehicle" means a motor vehicle or combination of motor vehicles used to transport passengers or property, if the motor vehicle (1) has a gross combination weight rating of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating of more than 10,000 pounds; or (2) has a gross vehicle weight rating of 26,001 or more pounds; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is of any size and is used in the transportation of hazardous materials.

2. On-duty time. "On-duty time" means all time from the time an employee begins to work or is required to be in readiness for work until the time he/she is relieved from work and all responsibility for performing work.

3. Performing a safety-sensitive function. "Performing a safety-sensitive function" means any period in which an employee is actually performing, ready to perform, or immediately available to perform any safety-sensitive function.

4. Safety-sensitive function. "Safety-sensitive function" means any of those on-duty functions including:

a. All time at a Lansing School District facility or other property, or on any public property waiting to be dispatched, unless the employee has been relieved from duty by the Employer.

b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.

c. All driving time which means all time spent at the driving controls of a commercial motor vehicle in operation. .

d. All time, other than driving time, in or upon any commercial motor vehicle.

e. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts loaded or unloaded.

f. All time spent performing employee requirements relating to accidents.

g. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

B. Alcohol or Controlled Substance Use or Possession. No Lansing School District employee who is required to obtain a CDL shall report for duty or remain on duty requiring the performance of a safety-sensitive function (1) while having an alcohol concentration of 0.02% or more, or (2) if the employee tests positive for a controlled substance, or (3) when the employee uses any alcohol or any controlled substance, or (4) if the employee is in possession of any alcohol or any controlled substance, except when the use or possession is pursuant to the instructions of a physician who has advised the employee that the substance does not

adversely affect the driver to safely operate a vehicle. The employee shall inform the Employer of any therapeutic drug use that has been indicated to have an effect on one's ability to operate a vehicle.

C. Pre-Duty Alcohol Use. No such employee shall perform a safety-sensitive function within four hours after using alcohol. Such employee who is called to duty during non-working hours shall advise the Employer of any alcohol use.

D. Alcohol Use Following An Accident. No such employee required to take a post-accident alcohol test as set forth herein shall use alcohol eight (8) hours after the accident, or until he/she undergoes a post- accident alcohol test, whichever occurs first.

E. Refusal to Submit to a Required Alcohol or Controlled Substances Test.

No such employee shall refuse to submit to (1) a post-accident alcohol or controlled substances test, (2) a random alcohol or controlled substances test, (3) a reasonable suspicion alcohol or controlled substances test, or (4) a follow-up alcohol or controlled substances test.

F. Employer Notifications. Before performing an alcohol or controlled substances test required by the Act, the Employer will notify the employee as required by law, that the alcohol or controlled substances test is so required.

G. Post-Accident Testing. As soon as practicable following an accident involving a commercial motor vehicle in which (1) an employee was performing a safety-sensitive function with respect to the vehicle and the accident involved a fatality. (2) Or an injured party is treated away from the scene, and the CDL employee receives a citation for a traffic violation or (3) a vehicle is required to be towed from the scene and the CDL employee receives a citation, the employee shall be tested for alcohol within two (2) hours following the accident, but no later than eight (8) hours following the accident, and tested for controlled substances within thirty-two (32) hours following the accident. An employee who is subject to post-accident testing shall remain readily available for such testing, or may be deemed by the employer to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured persons following an accident or to prohibit the driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or obtaining necessary emergency medical care.

The results of a breath test for the use of alcohol or urine test for the use of controlled substances, conducted by federal, state or local officials having independent authority for the test, shall be considered to meet the requirements of this section, provided that such test conforms to applicable federal, state or local requirements, and that the results of the test are obtained by the Employer.

H. Random Testing. Such employee shall be subject to random testing pursuant to the rules and regulations of the Federal Highway Administration as set forth at 49 CFR 382.305.

I. Reasonable Suspicion Testing. Such employee shall be subject to reasonable suspicion testing when the Employer has reasonable suspicion based on specific, contemporaneous, articulable objective evidence that the employee is in violation of Sections B, C, and D of these Rules and Regulations. Such objective evidence may include observations concerning the employee's appearance or behavior indicating the chronic and withdrawal effects of controlled substances.

J. Violations. Violation of these Rules and Regulations shall result in discipline or termination.

K. Drug Testing Protocol. A drug testing protocol developed by the Lansing School District follows this section and is made a part hereof.

THE UNDERSIGNED CERTIFIES THAT HE/SHE HAS RECEIVED A COPY OF THE ABOVE RULES AND REGULATIONS APPLICABLE TO EMPLOYEES REQUIRED TO OBTAIN A COMMERCIAL DRIVERS LICENSE.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## Drug Testing Protocol

1. This protocol applies to the Lansing School District request for submission of urine and breath specimens as required by the Omnibus Transportation Employee Testing Act of 1991 involving Drug & Alcohol testing for Commercial Driver License (CDL) employees.

2. The Lansing School District shall be solely responsible for all costs incurred in conjunction with alcohol breath testing and reporting. The Lansing School District shall be solely responsible for costs in conjunction with screening and confirmation testing of urine for drug analysis. The employee will have the option of testing the "split sample" at the same/or a different laboratory. In the event the split sample testing results in a positive result, the Employee will be responsible for all costs associated with the testing of the split sample. By signing the Omnibus Transportation Employee Testing Act of 1991 Rules and Regulations Applicable to Employees Required to Obtain COL, the employee authorizes the deduction, if necessary, from his/her bi-weekly wages, the amount of such cost. In the event the split sample testing results in a negative result, the Employer will be responsible for all costs associated with the testing of the split sample.

3. The Lansing School District shall insure that all alcohol and drug tests that are conducted are in compliance with all the requirements of the Department of Transportation (DOT).

The Lansing School District shall have the responsibility for selecting an agency that will properly conduct the drug test and furnish reliable results. The agency selected must also provide the ancillary services needed, including specimen retention of "positive" samples for 5 years. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis results.

The Lansing School District shall have the responsibility for selecting an agency that will properly conduct the alcohol breath test. This agency will utilize Breath Alcohol Technicians (BAT) and will use Evidential Breath Devices (EBT) for both screening and confirmation tests. The confirmation test will produce three hard copies of the testing results. The agency selected must also provide the ancillary services needed, including retention of "positive" hard copy print out of positive confirmation tests for five (5) years. The agency shall have the capability of timely providing hard copy reports of the testing results.

4. The Lansing School District shall make the necessary advance arrangements for DOT approved collection of the urine specimen to be tested for drugs, and a proper area for collection of the breath specimen. The employer shall ensure that random alcohol and drug testing are unannounced and spread reasonable throughout the calendar year.

Those employees falling under the Department of Transportation (DOT) "safety sensitive" positions will be tested at the following rates.

- ❖ Random controlled substances testing shall be administered at a minimum annual rate of 50 percent of the average number of safety-sensitive positions for the first two (2) years.
- ❖ Each year, after the first two (2) years of testing the Federal Highway Administration will publish in the Federal Register the minimum annual percent rate for the random alcohol and drug testing of drivers. The new rate will become applicable on January 1 of the following year.

5. The Lansing School District shall have the right to approve or reject the selection of a laboratory to conduct the testing on urine specimens collected.

6. The employee shall cooperate with DOT procedures necessary to assure thorough documentation to positively link the employees specimen to the ultimate test result. Documentation shall be required to include dates, times and signatures of the collector/and or Breath Alcohol Technicians (BAT) and the employee being tested.

7. Consequences to Drivers Engaging in Conduct Prohibited by the Federal Highway Administration's Drug Use and Alcohol Misuse Rules.

- ❖ Drivers who are known to have engaged in prohibited behavior, with regard to alcohol misuse or use of controlled substances, shall be subject to discharge.
- ❖ Drivers shall be advised by the employer of the resources available to them in evaluating and resolving problems associated with misuse of alcohol or use of controlled substances.

8. Drug Testing:

Testing Location for Drugs:

Any restroom can be utilized for the collection site for the individual employee to present themselves for the purpose of providing a specimen of his/her urine to be analyzed for the presence of drugs.

A. When the employee enters the drug testing location the COLLECTOR will require him or her to provide positive identification (photo 10). The COLLECTOR should also provide the employee with his/her identification.

B. The COLLECTOR will explain the testing procedure to the employee.

C. The COLLECTOR shall complete The Federal Drug Testing Custody and Control Form. The employee shall complete the information required in the Donor section of the form. This section shall be signed by the Donor and sent to the Medical Review Officer (MRO).

D. Both the COLLECTOR and the Donor will initial the security seals that are placed over the primary and split sample specimen containers.

The collection site person shall instruct the employee to provide at least 45 ml of urine under the split sample method of collection.

E. The donor shall urinate into a collection container or a specimen bottle capable of holding at least 60ml.

F. The collection site person, in the presence of the donor, shall pour 30 ml of the urine into another bottle, to be used as the primary specimen. At least 15 ml should remain in the original bottle or be placed into a third bottle, to be used as the split specimen.

G. Both bottles shall have the security seals placed over the closed caps by the COLLECTOR, in the presence of the employee.

H. The COLLECTOR will place both the primary and split specimens into mailing container, initial and date the Kit Box Seal, and attach the same over the mailer.

I. Both bottles shall be delivered in a single shipping container, together with copies 1, 2 and the split specimen copy of the chain of custody form, to the laboratory.

J. If the test result of the primary specimen is positive, the employee may request that the Medical Review Officer (MRO) direct that the split specimen be tested in a different DHHS certified laboratory for the presence of the drug(s). The MRO shall honor such a request if it is made within 72 hours of the employee having been notified of a verified positive test result.

The original screening test will be with an immunology test. All positive test results shall be confirmed by a second test using a method based on a different scientific principle than the initial test. Gas Chromatography-mass spectrometry (GC-MS) will be the test used for confirmation testing.

After a positive test has been confirmed, the testing laboratory will forward the information to the Medical Review Officer (MRO). The MRO is responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results together with the information. The MRO or staff member will contact the employee that has tested positive. The MRO will afford the employee the opportunity to discuss the test result.

Prior to verifying a positive result, the MRO shall make every reasonable effort to contact the driver (confidentiality) and afford him/her the opportunity to discuss the test result. If after making all reasonable efforts and documenting them, the MRO is unable to reach the driver directly, the MRO shall contact a designated management official, who shall direct the driver to contact the MRO as soon as possible (within 24 hours).

After discussion with the employee the MRO will determine if the test is to be reported as positive. If positive the MRO will contact the designated management official and report the positive test. The MRO will also advise the employee, who tested positive that he/she has a 72 hour period for making a choice on testing the split specimen.

#### 9. Alcohol Testing:

##### Testing Location for Alcohol:

The DOT rules call for a testing site that affords visual and aura privacy to the employee. The rules do not address the issue of a witness being present.

##### Breath Alcohol Technicians (BAT):

Breath Alcohol Technicians (BAT) must be trained in proficiency in using Evidential Breath Test (EBT) and DOT alcohol testing procedures.

##### EBT Technology:

The NPRM allows any Evidential Breath Test (EBT) device that has been approved by the NHTSA Compliance Product List (CPL) for use in screening testing for alcohol.

DOT Rules require EBT'S used for confirmation testing to be on the NHTSA CPL, have the capacity to print out triplicate (or three consecutive identical) results, assign a sequential number to each test, distinguish alcohol from acetone at the 0.02 alcohol concentration level, and have the capability for performing both air blanks and external calibration checks.

##### Preparation for Breath Alcohol Testing:

A. When the employee enters the alcohol testing location, the BAT will require him or her to provide positive identification (photo ID). The BAT should also provide the employee with his identification.

B. The BAT shall explain the testing procedure to the employee.

C. The BAT shall complete Step 1 on the Breath Alcohol Testing Form. The employee shall then complete Step 2 on the form, signing the certification. Refusal by the employee to sign this certification shall be regarded as a refusal to take the test.

D. An individually sealed mouthpiece shall be opened in view of the employee and attached to the EBT.

E. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.

F. The BAT will show the employee the result displayed on the EBT. The BAT will record the displayed result, test number, testing device, serial number of the device, time and quantified result in Step 3 of the form.

G. The BAT will record the EBT test number, date of the test, name of the BAT, location and quantified test result in the log book.

H. When the result of the screening test is a breath alcohol concentration of less than 0.02%, the BAT shall date the form and sign the certification in Step 3 of the form. The employee shall sign the certification and fill in the date in Step 4.

I. If the employee does not sign the certification in Step 4 of the form or does not initial the log book entry, it shall be considered a refusal to be tested. In this event, the BAT shall note the employee's failure to sign or initial in the "remarks" section of the form.

J. No further testing is authorized. The BAT shall transmit the result of less than 0.02% to the employer in a confidential manner, and the employer shall receive and store the information as to ensure that confidentiality is maintained as required.

Confirmation Breath Test Procedures:

When the EBT test indicates a reading of 0.02% or higher the employee will be advised that a second Confirmation Breath Test will be conducted. The BAT will advise the employee not to eat or drink anything for the 15-20 minute interval between the screening and confirmation test.

After the 15 minute interval the confirmation test will be conducted.

1.) The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least 6 seconds or until the EBT indicates that an adequate amount of breath has been obtained.

2.) The BAT will show the employee the result displayed on the EBT. The EBT will record the displayed result, test number, testing device, serial number of the device, time and quantified result in Step 3 of the form.

3.) The BAT will record the EBT test number, date of the test, name of the BAT, location and quantified test result in the log book.

4.) When the result of the screening test is a breath alcohol concentration of 0.02 percent or higher, the employee will be subject to termination.

5.) The Lansing School District shall treat the alcohol and drug test results as highly confidential information. It shall file drug test results in the same manner in which it files other confidential medical data about employees and/or applicants.

6.) The Lansing School District shall not divulge test results to third parties such as other employers without the express written consent of the employee/applicant, or as required by law.

Lansing School District

AFSCME COUNCIL 25, LOCAL 1390