

**BUS DRIVERS**  
**MASTER AGREEMENT**  
**BETWEEN**  
**THE BOARD OF EDUCATION**  
**OF THE**  
**HOLT PUBLIC SCHOOLS**  
**AND LOCAL UNION NO. 580**  
**OF THE**  
**TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN**  
**AND**  
**HELPERS OF AMERICA**

2008-2010

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THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of May, 2008, by and between the Board of Education, Holt Public Schools, party of the first part, and hereinafter termed the Board, and Local Union No. 580 of the Teamsters, Chauffeurs, Warehousemen and Helpers of America, party of the second part, and hereinafter termed the Union:

Whereas: The Board is required by law to negotiate with the Union on wages, hours and terms and conditions of employment of school bus drivers. The parties, through negotiations in good faith, have reached an agreement on all such matters, as reflected in this Agreement.

## ARTICLE I RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining representative as defined in Section II of Act 379 of the Public Acts of 1965, for all school bus drivers, excluding therefrom the Transportation Supervisor, Administrative Assistant for Transportation, probationary bus drivers and substitute bus drivers to the extent required by Act 379 of the Public Acts of 1965, and for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

### Section A.

When the Board needs additional bus drivers it shall give the Local Union opportunity with all other sources to provide suitable applicants, but the Board shall not be required to employ those referred by the Local Union.

### Section B. Agency Shop.

Membership in the Union is not compulsory. Bus drivers have the right to join, or not join, as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

1. Accordingly, each bus driver in the bargaining unit shall pay his/her own way and assume his/her share of the obligation of being represented by a collective bargaining agent and receive the grant of equal benefits contained in this Agreement.
2. The Union is required under this Agreement to represent all of the bus drivers in the bargaining unit fairly and equally without regard to whether or not a bus driver is a member of the Union. The terms of this Agreement have been made for all bus drivers in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Board after certification by the Michigan Labor Mediation Board that the Union is the choice of the bus drivers in the bargaining unit.

### Section C.

In accordance with the policy set forth under Section (B) of this Article, all bus drivers shall pay to the Union, the bus driver's exclusive collective bargaining representative, a Representation Benefit Fee in an amount not to exceed that paid by other bus drivers in the bargaining unit who are members of the Union.

### Section D.

The Board agrees to deduct from the pay of each bus driver who becomes a member of the Union all regular dues of Local No. 580 and pay such amount deducted to said Local for each and every such member bus driver, provided however, that the Union presents to the Board authorization signed by such bus driver, allowing such deductions and payment to the Local Union, which indicates such bus driver intends to be a member of the Union. During the life of this Agreement, the Board agrees to deduct Union dues from the second pay of each month for each bus driver who submits a properly prepared authorization for checkoff of dues form to the Payroll Department. The Board shall rely solely upon the information appearing on this form. It is the responsibility of the Union and each individual bus driver to inform the Board in writing of any change in an employee's Union membership status. Deductions shall begin the month after the form is received but shall not supersede any legally required deductions nor be required if the bus driver's pay is less than the amount of the dues. Deductions for each calendar month shall be remitted to the Treasurer of Local No. 580 within two (2) weeks after the second payroll of each month. The Union agrees to indemnify and hold the Board harmless from any claim, suite, cause of action or judgment,

including attorney's fees, which may result from the Board's deduction of Union dues or fees. The Board will not collect any Representation Benefit Fees nor shall the Board enforce compliance with the Agency Shop provision.

1. A new employee shall work under the provisions of this Agreement but shall be employed only on a thirty (30) working day trial basis, during which period he/she may be discharged without further recourse; provided however, that the Board may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. However, a thirty (30) working day extension shall be granted upon request by the Board to the Union. A new employee shall not acquire any seniority until after successful completion of the trial basis period. After successful completion of the trial basis period, the employee shall be placed on the regular seniority list with seniority granted for the trial basis period. In case of discipline within thirty (30) working days, the Board shall notify the Union in writing.
2. Union Jurisdiction. The Board agrees to respect the jurisdiction of the Union regarding the assignments of members of the unit to drive regular, field and special trips, except that qualified employees other than members of the unit may drive if no member of the unit is available and desires to drive. The Board further agrees that a member of the unit shall be utilized for the transporting of pupil luggage or equipment together with pupil transportation on field trips.

## **ARTICLE II** **WAGES AND HOURS**

Attached hereto and marked "Schedule A" is a schedule showing the classification and wage rates of the bus drivers covered by this Agreement.

All bus drivers covered by this Agreement shall be paid for all time spent in the service of the Board except as modified below. Rates of pay provided for by this Agreement shall be minimums.

Hours and Overtime. Bus drivers on regular assignments (two morning and two afternoon runs) or the equivalent, shall be guaranteed a minimum of four (4) hours pay for each regularly scheduled working day. Five (5) days shall constitute a normal workweek, commencing Monday a.m. through Friday p.m.

All employees shall have a regular reporting time for each day, which shall be made known to them.

Bus drivers to be paid at an hourly rate for all paid time as follows:

Actual route time, including the break between morning runs, as scheduled.

One-half (1/2) hour daily for preparation time (to include but not be limited to warm up, safety check, daily servicing and interior cleaning of the vehicle); except that bus drivers assigned to morning, noon or afternoon runs only shall receive fifteen (15) minutes daily.

Call-in Time. Any regular bus driver called in to substitute for another shall be paid the actual time worked, with a minimum pay per call-in of one hour.

Bus drivers shall not be paid extra on days when all students go home early, since this does not result in an extra call-in or extra time worked; merely a rescheduling of a part of the day's work.

Bus drivers who are called in to take a part of the students home early, but still have a part or all of their regular afternoon runs to drive, will be paid extra for the actual working time of the extra call-in, with a minimum pay of two (2) hours per call-in. Such time shall be submitted on and be paid from a time sheet.

In order to be eligible for a call-in for a special run as described above, bus drivers shall not have a conflicting regular assignment.

Bus drivers will be considered on working status during preparation time, while driving on a regular or special run, while waiting for the return of a regular run, or during such other times as the Board shall designate. All time on working status shall be computed against the guaranteed minimum daily hours.

Field trips and time spent substituting for another bus driver on an extra call-in basis shall not be computed against the guaranteed minimum daily hours.

Breakdown Time. Bus drivers shall be paid for breakdown time, when required to stay with the bus. Such payment for bus driver's time when not driving should be at the hourly rate.

Overtime. Bus drivers who work more than eight (8) hours per day (exclusive of field trips), or forty (40) hours per week shall be entitled to overtime pay for the additional time at one and one half (1 ½) times their hourly rate.

Time and one half shall be paid for all work performed on Saturday. Double time shall be paid for all work performed on Sundays and holidays except the day following the last student day of each school year.

Holidays. Bus drivers shall receive the following holidays with pay: Labor Day; Thanksgiving; the day after Thanksgiving; Memorial Day; and the Friday before Spring Break, when school is not in session.

In order to qualify for holiday pay, the bus driver must work the last regularly scheduled workday before the holiday and the first regularly scheduled work day after the holiday, unless his/her absence is covered by the paid leave provisions of this Agreement. For the Friday before Spring Break holiday, a bus driver may also qualify if he/she is on a non-paid leave, approved in writing by the Transportation Supervisor.

Bonus Pay. All bus drivers shall receive an annual bonus equal to three (3) times their daily rate of pay. In addition, bus drivers shall receive an additional bonus equal to their daily rate after three (3) years experience in the Holt Public Schools. After six (6) years experience in the Holt Public Schools, bus drivers shall receive a total annual bonus equal to five (5) times their daily rate of pay. This bonus is to be determined as of the end of the bus driver's work year and will be paid the first pay in January in which bus drivers do not receive pay because of the holiday break period. Insurance and union dues will not be deducted from this pay.

### **ARTICLE III** **SUBCONTRACTING**

The Board has the right to subcontract in line with the statutory rights given the Board under Public Act 112 of the Public Acts of 1994, and other legal rights given the Board. Should Act 112 of the Public Acts of 1994, be amended as it pertains to the subcontracting of services, the parties will meet to renegotiate this Article of this Agreement.

### **ARTICLE IV** **EXTRA CONTRACT AGREEMENTS**

The Board agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement, or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

**ARTICLE V**  
**SENIORITY**

Section 1. Strict seniority shall prevail in the layoff, recall and earnings opportunities of employees, provided that skill, ability and experience in performing scheduled work are relatively equal. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired, subject to the conditions noted above.

Section 2. The Board shall provide a list of the employees arranged in order of their seniority. Such list shall be revised as changes occur, and shall be made available to the Union and individual employees.

Section 3. Seniority shall be broken only by discharge, voluntary quit, or layoff for a period of more than one (1) year.

Section 4. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of recall to work, mailed to his/her last known address. In the event the employee fails to make herself/himself available for work at the end of said two (2) weeks, she/he shall lose all seniority rights under this Agreement.

Section 5. One (1) steward shall be granted super seniority for purposes of layoff and recall.

Section 6. Any employee employed in a classification covered by this Agreement, who is or has been promoted or transferred to a non-unit position shall not accumulate seniority while he/she works in the non-unit position. If the employee is returned to a bargaining unit classification, he/she shall commence work in a job generally similar to the one held at the time of the promotion or transfer and shall maintain the seniority rank he/she had at the time of promotion or transfer out of the unit. However, employees promoted to supervisory positions within the transportation department shall continue to accrue seniority while in the supervisory position, and in the event of later return to a bargaining unit position shall be considered to have been continuously employed within the bargaining unit for the purpose of computing seniority, provided that such return must take place within one (1) year from date of promotion.

**ARTICLE VI**  
**DISCHARGE OR SUSPENSION**

The Board agrees not to discharge or suspend any bus driver without just cause.

As a general rule, progressive discipline shall be applied and in general may include oral warning[s], written reprimand[s], suspension[s] and discharge. However, the Board reserves the right to bypass the concept of progressive discipline in cases such as: when the nature or severity of the offense warrants a deviation from the normal progression; where circumstances suggest that progressive discipline would not rehabilitate the employee; where the employment history of the employee involved warrants a deviation from the normal progression.

No warning notice or other action need be given to a bus driver before he/she is discharged if the cause of such discharge or suspension is dishonesty, recklessness, conviction of a felony, a charge involving moral turpitude, falsification of his/her application for employment, sabotage of school property, or under the influence of alcohol or possession or using drugs or controlled substances while on District premises or in District vehicles, in the course of District business or while being paid by the District. The terms "drugs", "controlled substances" and "under the influence" shall have the same meaning as the letter of understanding covering the Drug Free Work Place and drug testing which is part of this Agreement.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

It is mutually agreed that all grievances (defined as an alleged violation, misapplication or misinterpretation of this Agreement) arising under and during the terms of this Agreement shall be settled in accordance with the procedure

herein provided, and that there shall at no time be any strike, tie-ups of equipment, slow-downs, walk-outs or any other cessation of work or lockouts. There shall be no legal proceeding of any kind before all means of settlement provided herein are exhausted.

An employee with a grievance shall report same to his/her supervisor within ten (10) days of the alleged infraction. No action shall be required of the Board concerning any grievance not reported within the time limit.

Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Board and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

Should any grievance, disputes or complaints arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort of the parties to settle such promptly with the following steps:

1. Formal Grievance Procedure:

A. All grievances shall be in writing and shall contain the following information:

- (1) A concise statement of the facts alleging the violation, including the date when said violation occurred.
- (2) The specific section of this Agreement, which is alleged to have been violated.
- (3) A relief requested.
- (4) The signature or signatures of all of the grieving parties.
- (5) The date upon which the grievance is filed.

B. Steps to be followed:

- (1) Any bus driver or group of bus drivers believing there to be a violation as stated above shall file a written grievance with the Transportation Supervisor, within ten (10) days from the alleged violation. If the grievance results from either the claimed action or inaction of the Transportation Supervisor, the grievance shall be filed at Step 2.

Within five (5) days of receipt of a grievance, the Transportation Supervisor shall schedule a hearing thereon. Within five (5) days of the hearing on the grievance, the Transportation Supervisor shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving bus driver or bus drivers.

- (2) If the decision of the Transportation Supervisor is unsatisfactory to the grieving bus driver or the Union, he/she or they shall file a written grievance with the Assistant Superintendent for Human Resources and Support Services within ten (10) days after the decision of the Transportation Supervisor.

Within ten (10) days of receipt of the grievance, the Assistant Superintendent for Human Resources and Support Services shall schedule a hearing thereon. Within ten (10) days of the hearing on the grievance, the Assistant Superintendent for Human Resources and Support Services shall render a decision in writing, transmitting a copy thereof to the Union and to the grieving bus driver or bus drivers.

- (3) If the decision of the Assistant Superintendent for Human Resources and Support Services is unsatisfactory to the grieving bus driver or the Union, he/she or they may file an appeal for mediation with the Michigan Employment Relations Commission, in



accordance with the Michigan Employment Relations Commission's procedures and law. Such appeal to mediation shall be filed within ten (10) days after the decision of the Assistant Superintendent for Human Resources and Support Services. This mediation step may be waived by either party upon written notice.

- (4) Should it be impossible to resolve the grievance in a mutually acceptable manner via mediation, either the Board or the Union may, within ten (10) days of the conclusion of the mediation, appeal to arbitration. The Secretary-Treasurer and/or Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. The Union and the Board shall join in asking the Federal Mediation and Conciliation Service to submit a panel in accordance with the procedures of the Federal Mediation and Conciliation Service.

The arbitrator shall give both parties full opportunity to present evidence and to argue the grievance orally, or in writing, and shall be bound by the transcript of the testimony and exhibits. In the event of a refusal by either party to submit or to appear at the arbitration hearing, the arbitrator shall have jurisdiction to proceed ex parte and make an award. In any event, he/she shall make a written decision, and his/her award shall be binding upon the Board, the Union, and the aggrieved. The arbitrator shall not alter, add to or subtract from this Agreement. The cost of arbitration shall be divided equally between the Board and the Union, except that each shall pay the cost of its own representative.

- (5) Failure to institute a grievance or appeal a decision within the time limit specified shall be deemed acceptance of the decision at that level. Should a bus driver or group of bus drivers or the Union withdraw a grievance at any level, or should a bus driver or a group of bus drivers leave the employ of the Board, all further proceedings on said grievance shall be barred.
- (6) The term day or days used herein shall mean regular working.

### **ARTICLE VIII** **STEWARDS**

The Board recognizes the right of the Union to designate job stewards and alternates from the Board's seniority list. The authority of the job stewards and alternates so designated by the Local Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances with the Board or the designated Board representative in accordance with the provisions of the collective bargaining Agreement;
2. The collection of dues when authorized by appropriate Local Union action;
3. The transmission of such messages and information, which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
  - A. have been reduced to writing, or
  - B. if not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Board's business or right to manage. Job stewards and alternates have no authority to take strike action, or any other action interrupting the Board's business, except as authorized by official action of the Union. The Board recognizes these limitations upon the authority of the job stewards and their alternates, and shall not hold the Union liable for any unauthorized acts. The Board in so recognizing such limitations shall have

the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow-down or work stoppage in violation of this Agreement. Stewards shall be permitted reasonable time to investigate, present and process grievances on school property without loss of time or pay during his/her regular working hours. Such time spent in handling grievances during the steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

#### **ARTICLE IX** **PICKET LINE**

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through or work behind a primary picket line of the Union and bargaining unit party to this Agreement.

However, the Union agrees that on any day on which any children are transported to school, such children shall be transported home at their regularly scheduled time before any picket line will be honored.

#### **ARTICLE X** **MAINTENANCE OF STANDARDS**

The Board agrees that all conditions of employment relating to wages, hours of work, and overtime differential shall be maintained at not less than the minimum standards in effect on the effective date of this Agreement, and that conditions of employment shall be improved whenever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this Article shall not apply to inadvertent or bona-fide errors made by the Board or the Union in applying the terms and conditions of this Agreement if such error is corrected within 90 days from the date of error. This Article is not to be construed as a guarantee of hours of overtime.

#### **ARTICLE XI** **GENERAL**

Section 1. The Board agrees that it will allow the proper accredited representatives of the Union access to school property at any time for the purpose of policing the terms and conditions of this Agreement provided that such business shall not interfere with normal operations. Such Union representatives, not employed by the District, shall immediately announce their presence to the building or facility administrator.

Section 2. The Union shall have the right to examine payroll records pertaining to the computation of compensation of any employee covered by this Agreement whose pay is in dispute, or any other public records of the Board pertaining to a specific grievance. The employee involved shall give his/her consent in writing to the Union for opening of his/her confidential file.

#### **ARTICLE XII** **PAY PERIOD**

##### General guidelines

1. By the second payroll of October, each bus driver will have his/her standard hours of pay established for the school year as soon as practicable after bus routes are known and established for that school year.
2. Bus drivers will be paid twice a month via direct deposit, with a pay period lag between the time the pay is earned and the time it is paid to the bus driver.

3. When there are changes in the bus driver's route or hours, such changes will be made as soon as practicable to the bus driver's standard hours. Any over payment or under payment will be made retroactive to the date the change became effective.
4. Any extra hours, such as field trips, shall be submitted by the bus driver on a timesheet as in the past.
5. As a general rule, absent a request in writing as specified below, bus drivers will receive their pay in nineteen (19) paychecks during the school year.
6. Bus drivers who elect to have more than nineteen (19) paychecks during the school year, shall notify the Payroll Department in writing of that intent within two (2) weeks of the establishment of the standard hours, mentioned in paragraph one above. Such bus drivers will also need to establish and identify in writing for the Payroll Department the amount of their pay that he/she wishes to have deducted for payment beyond the normal nineteen (19) paychecks. Tax and other required withholding will not be made until the bus driver receives the pay in a paycheck.

Example: Bus driver A elects to receive twenty-three (23) paychecks rather than nineteen (19) paychecks and notifies the Payroll Department of that election within two (2) weeks of bus driver A's routes and hours being established for the year. Bus driver A also calculated how much he would need to deduct from each of the nineteen (19) paychecks. Bus driver A elected to have \$50.00 gross deducted. This means that in total \$1,000.00 (\$50.00 x 19 pays]) will be deducted and each of the four (4) paychecks over the summer will have a gross amount of \$250.00 (\$1,000.00/4 paychecks) paid to bus driver A. It should be noted that bus driver A will actually receive an amount less than \$250.00 each paycheck because taxes and other required withholding on that \$250.00 will be taken from each check.

7. Such bus drivers may change this amount, including stopping the deduction, only by providing such a change to the Payroll Department in writing by the first of each month.
8. This deduction will be made from each subsequent check of a bus driver and banked by the District. This bank will normally be paid in equal installments over four (4) paychecks after the normal nineteen (19) paychecks.
9. Bus drivers may borrow against this bank at which point, payment will be made, less taxes and any required withholding. Any remaining banked funds will be paid equally over four (4) paychecks as set forth above. Bus drivers shall provide a request for a withdrawal from their bank in writing to the Payroll Department by the first of each month.
10. Bus drivers with health insurance deductions will have that deduction made every paycheck for the first ten (10) months of the school year. These deductions will be calculated to be deducted out of the first nineteen (19) paychecks of the bus driver whether the driver elects nineteen (19) or twenty-three (23) paychecks.
11. Bus drivers who elect cash in lieu of health coverage shall receive these cash payments over nineteen (19) paychecks with the last payment being made in the 19<sup>th</sup> paycheck for the school year.

### **ARTICLE XIII** **LOSS OR DAMAGE**

Employees shall not be charged for loss or damage unless clear proof of negligence is shown. This Article is not to be construed as applying to charging employees for damage to equipment.

**ARTICLE XIV**  
**UNIFORMS**

The Board agrees that if the drivers are required to wear any kind of uniform, such uniform shall be furnished free of charge, at the standard required by the Board.

The District will be providing a winter jacket in the fall of even numbered years and a spring jacket in the spring of odd numbered years.

**ARTICLE XV**  
**EQUIPMENT, ACCIDENTS AND REPORTS**

Section 1. The Board shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

Section 3. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. The employee shall report the accident to the Transportation Office in writing on forms furnished by the board before starting his/her next shift. (The accident report shall contain the names and addresses of all witnesses including all students on any vehicles involved in the accident.) Failure to comply with this provision shall subject such employee to disciplinary action by the Board.

If the bus driver has sustained an injury in the accident, the bus driver shall immediately report the injury to the District's Human Resources Office, where the bus driver may be referred for an evaluation by a District-authorized doctor. After any such evaluation, the bus driver shall report back to the Human Resources Office for a return to work form or to discuss any needed absence from work.

Section 4. Employees shall immediately, or at the end of their shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Board and shall be made in multiple copies, one (1) copy to be retained by the employee. The Board shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the Bus Mechanic.

When the occasion arises where an employee gives a written report on forms in use by the Board of a vehicle being in unsafe operating condition and receives no consideration from the Bus Mechanic, he/she shall take the matter up with the Transportation Supervisor.

**ARTICLE XVI**  
**WORKER'S COMPENSATION**

Bargaining unit members are covered by Worker Compensation benefits for work-related injury or illness. Prior to the commencement of compensation, during the seven (7) calendar day waiting period, the bargaining unit member shall be paid at his/her regular rate of pay, but time lost from work is chargeable against the bargaining unit member's accumulated sick leave. After the seven (7) calendar day waiting period, the bargaining unit member shall be eligible for Worker Compensation benefits.

**ARTICLE XVII**  
**MILITARY SERVICE**

The District shall follow the requirements of state and federal laws, including the federal Uniformed Services Employment and Reemployment Act, for employees returning from service in the armed forces or National Guard.

**ARTICLE XVIII**  
**MANAGEMENT RIGHTS**

The Board reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the provisions of this Agreement, including by way of illustration but not limited to the determination of policies, operations, assignments, schedules, discipline, and layoff, for the orderly and efficient operation of the District.

**ARTICLE XIX**  
**NO-STRIKE CLAUSE**

The Union and the Board agree that there will be no strike or lockout during the course of this Agreement.

**ARTICLE XX**  
**SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Agreement, or of any Riders thereto, should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained pending a final determination as to its validity, the remainder of this Agreement and any Rider thereto, or the application of such Article or Section to person or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

**ARTICLE XXI**  
**INSURANCE**

The Board shall provide insurance benefits for eligible bus drivers as follows:

- A. Life Insurance. \$10,000 group term life insurance coverage for each bus driver employed on a regular basis.
- B. Health Insurance: The Board will provide the following premium contributions for health coverage (coverage is subject to the terms and conditions of the master policy applicable to such benefit), to be bid by the Board for each bus driver employed on a regular basis:

- (1) Fifty percent (50%) of the monthly premium for bus drivers who work 4 to 4.99 hours per day;

- (2) Seventy-five percent (75%) of the monthly premium for bus drivers who work 5 to 5.99 hours per day;
- (3) Eighty percent (80%) of the monthly premium for bus drivers who work 6 hours or more per day.

Effective September 1, 2002, when spouses of District bus drivers are eligible to enroll in health plan coverage through the spouse's own employer for \$600.00 or less per year, then the spouse must enroll in their employer's coverage in order to also be enrolled in health plan coverage through the District. District bus drivers with a spouse enrolled in a District health plan will be required to complete an Affidavit concerning the above.

Effective September 1, 2008, the Board will provide the following premium contributions for health coverage as the base to which the above percentage figures will be applied:

Single person coverage	\$352.78
Double or 2 person coverage	\$846.56
Full family coverage	\$950.42

Starting with September 1, 2009 the cost of the 2008-09 base rates for full family, two persons and single subscriber will be automatically increased by five percent (5%). In the event the TriMed health plan rate increase exceeds ten percent (10%), the percentage increase above ten percent (10%) will be split and will serve to further increase the base rate [i.e., if the TriMed premiums increase by twelve percent (12%), the base rate will increase by six percent (6%) rather than five percent (5%)].

C. Dental Insurance. The Board will provide the following premium contribution for each bus driver employed on a regular basis:

- (1) Fifty percent (50%) of the monthly premium of the following coverage as appropriate for bus drivers who work 4 to 4.99 hours per day;
- (2) Seventy-five percent (75%) of the monthly premium of the following coverage as appropriate for bus drivers who work 5 to 5.99 hours per day;
- (3) Eighty percent (80%) of the monthly premium of the following coverage as appropriate for bus drivers who work 6 hours or more per day.

The dental insurance will be MESSA Delta Dental Plan E, with orthodontic rider 0-2, subject to the terms and conditions of the master policies applicable to such benefits, or comparable coverage to be bid by the Board.

D. For each bus driver not taking either health insurance or dental insurance, the Board will pay in cash a monthly amount (twelve (12) months per year), in lieu of health benefits, according to the following schedule:

- (1) For the period of time beginning September 1, 2008 and ending August 31, 2009:

\$88.00 per month for bus drivers who work 6 hours or more per day.

\$78.00 per month for bus drivers who work 5 to 5.99 hours per day.

\$65.00 per month for bus drivers who work 4 to 4.99 hours per day.

(2) For the period of time beginning September 1, 2009, and ending August 31, 2010:

\$90.00 per month for bus drivers who work 6 hours or more per day.

\$80.00 per month for bus drivers who work 5 to 5.99 hours per day.

\$67.00 per month for bus drivers who work 4 to 4.99 hours per day.

Bus drivers may elect to apply the cash toward an annuity as defined by Section 403(b) of the Internal Revenue Codes and may do so by entering into a salary reduction agreement with the Board.

E. New employees hired at the beginning of a school year shall be covered effective September 1st of that year.

New employees hired in mid-year shall be covered as follows:

For those whose beginning date of regular employment is prior to the 16<sup>th</sup> day of a month, coverage shall begin on the first day of the next month.

For those whose beginning date of regular employment is on the 16<sup>th</sup> day or after in any month, coverage shall begin on the first day of the second succeeding month.

Once coverage is designated, it shall not be altered except as birth or adoption, change in marital status, social security eligibility, death, or change of dependent status is involved, or until the next open enrollment period. Employees are required to notify the Human Resources office in writing of any such changes within thirty (30) calendar days of the change. Employees failing to do so must reimburse the school district for any unnecessary premiums paid on the employee's behalf.

Except for the annuity benefit for bus drivers not taking either health insurance or dental insurance, failure to make use of all or any part of the maximum possible Board-paid premium contributions available shall not make any funds transferable to cash or other form of benefit for the bus drivers or others.

Insurance premiums for the full year to be paid by a bus driver, will be spread over the bus driver's payroll year on a monthly deduct basis.

F. In order to receive cash in lieu of benefits, bus drivers must complete a cash in lieu certification, indicating that they are aware of coverage and have coverage elsewhere.

## **ARTICLE XXII** **BID PROCEDURES**

Before the opening of each new school year and as soon as regular routes and schedules have been completed, a meeting shall be called by the Transportation Supervisor to which all bus drivers on the then current seniority list shall be invited, for the purpose of bidding on route assignments.

Bus drivers shall bid in order of seniority. Bus drivers who cannot be physically present at the bid meeting may submit a sealed written bid in advance to the Transportation Supervisor, which will be opened and read at the meeting when the bus driver's turn comes.

Bus drivers who are neither present at the meeting when their turn comes, nor submit a written bid shall be considered to have failed to bid. Such bus drivers, and any bus driver whose written bid has been pre-empted by a more senior driver, may be assigned at the Transportation Supervisor's discretion after the bid procedure has been completed.

The addition, deletion or rescheduling of routes, or vacancies during the school year shall not result in blanket re-bidding of route assignments. However, if a route is changed from a double run to a triple run after the annual bidding of routes, the bus driver on the route changed may elect to keep the route or bump any less senior bus driver. A bus driver bumped from a route may then bump any less senior bus driver.

If a vacancy occurs during the school year, or when new routes are created during the school year, the Board will post such vacancies or routes for three (3) days. The vacancy or route will be filled with the most senior non-probationary bus driver applying for the posting. The Board reserves the right to fill such vacancies or new routes on a temporary basis pending the outcome of the posting procedure. Should the position not be filled by a bargaining unit member, the Board may then proceed to hire and assign a new bus driver or a current bus driver with less than a four (4) hour route. Vacancies or new routes occurring after May 1<sup>st</sup> shall be filled by a substitute for the remainder of that school year and shall not be posted.

When a bus driver takes a leave of absence after the beginning of a school year, the vacancy created by his/her absence shall be filled on a temporary basis for the remainder of that school year; and if the bus driver returns from leave during the same school year during which the leave was taken, he/she shall be entitled to return to the same route assignment which he/she left, provided such route assignment remains in existence at the time of return. Bus drivers not returning from leave until a subsequent school year shall be subject to the return provisions of Article XXIII, Absences and Leaves.

After bus routes have been established, additional stops shall not be added until first informing the bus driver affected. In the event that additional students have to be picked up after routes are bid and this change would necessitate bus drivers going out of their general area, the Transportation Supervisor shall consult with other bus drivers who may be available to pick up the students. After consultation with the bus drivers, the Transportation Supervisor will make the assignment. "Late runs" from a secondary building shall not be considered "additional stops," but shall be considered as part of a route when routes are bid.

Whenever a regular bus driver is absent from his or her route, it is the intent of the Board to replace that regular bus driver with a qualified substitute bus driver. Doubling of a route will occur only after all available substitute bus drivers have been used.

Whenever a regular bus driver is absent from part or all of either his/her a.m. or p.m. route:

1. A regular bus driver without a route may replace the absent bus driver if the regular bus driver can complete the route and be on time for their own route.
2. A qualified substitute will replace the absent bus driver for part or all of his/her p.m. route.
3. A regular bus driver may double or split a route if needed by neighborhood area/seniority.

After every effort has been made to cover a route with a qualified substitute, or doubling of a route by area with a regular bus driver, the Holt Transportation Supervisor, Holt Administrative Assistant for Transportation or Holt Bus Mechanic may drive the route.

Field trips shall be in addition to the bus driver's regular route assignment. The procedures for assigning field trips are found in Schedule B, Section 1.

For field trip coverage, a substitute bus driver will cover part or all of a route for a bus driver taking a field trip. In the case that all routes are doubled where a bus driver by seniority would prefer that he/she drive their own route, and the field trip is within a ten mile radius, the Holt Transportation Supervisor, Holt Administrative Assistant for Transportation or Holt Bus Mechanic may drive the field trip, drop the students and return to the bus garage. The bus driver would complete his/her regular route and then finish the field trip, without any monetary loss to the bus driver.



**ARTICLE XXIII**  
**ABSENCES AND LEAVES**

Section 1. Absences from the regular work assignment which are considered as time worked and are paid the regular daily rate. Days will be provided based upon the employee's hours of work at the time, rounded to the nearest hour. Days granted will be used in hours up to a ¼ day minimum.

- A. Conference attendance and expenses. A bus driver shall request permission from the Transportation Supervisor in advance of attending any conference within the State of Michigan. Conferences outside the State of Michigan require Board approval.
- (1) Permission will be governed by the availability of a substitute, special situations, and the Transportation Supervisor's judgment as to the needs of and/or benefits to the bus driver and the programs or activities concerned.
  - (2) Expenses will be allowed as follows: The Board adopted mileage (presently \$.505 per mile for automobile); the salary of a substitute if necessary; lodging, actual cost (not to exceed \$59 per night); meals at cost (not to exceed \$25 per day); registration fee; and if transportation is by public carrier, the most economical means.
- B. Appearance in court necessitated by a school related incident.
- C. Attendance at a particular function when requested by the Board.
- D. Jury Duty. Leave will be granted for jury duty and while on jury duty, the Board shall pay the bargaining unit member's regular pay provided the bus driver remits any pay or stipend [not including mileage reimbursement] received for jury duty to the Business Office.

Section 2. Paid Absences Chargeable Against Leave

- A. Leave of absence days (illness, death, funerals).

Ten (10) leave of absence days to be used for purposes described in paragraphs (1), (2), (3), (4), and (5) below shall be granted per school year with an unlimited maximum accumulation.

Bus drivers who work an extended school year (190 days) shall be entitled to an additional one half (1/2) sick day.

- (1) Personal illness. The illness shall be attested to by the bus driver through the completion of a sick-leave form furnished by the school, upon the return of the bus driver to school. The Transportation Supervisor shall endorse the card. A written statement may be required from the attending physician or the bus driver may be referred to a doctor of the Board's determination if the Board requests either such a statement or referral, notwithstanding the period of absence of a bus driver. Also, such a statement shall be mandatory in all cases of absence covered by Worker's Compensation and absence requiring hospitalization regardless of the length of the absence.

When a bus driver has exhausted compensated leave days and is still unable to return to work for health reasons, the bus driver shall be placed on health and hardship leave as provided in Article XXIII, Section 3, A. (2) c.

- (2) Pregnancy. A bus driver who becomes pregnant shall provide written notification to the Assistant Superintendent of Human Resources and Support Services of such pregnancy as soon as possible after medical confirmation. Such written notification shall include a written statement from her physician verifying the fact that she is pregnant, that she is physically able to perform all of the duties and functions of her position, and the estimated date of delivery.

The bus driver shall furnish periodic written statements from her physician indicating her well-being and ability to perform all of the duties and functions of her position. Such written statements by the physician shall be provided upon request.

The bus driver may continue in her position as long as her physician continues certification of her well-being and ability to perform the work required of her assignment, subject to the conditions of (a.) below.

The bus driver shall be eligible to use any accumulated sick leave, as provided in Section 2, A. above, for any physical disability connected with the pregnancy.

In the event a bus driver exhausts her accumulated sick leave before regaining her physical fitness to fully perform her duties, she is eligible for health and hardship leave as provided in article XXIII, Section 3, A (2) c.

After delivery, the bus driver is eligible to resume her duties upon certification by her physician of her physical fitness to fully perform her duties, or she may have elected to request a general leave for child care purposes as provided in Article XXIII, Section 3, B. (1). Once a bus driver has been so certified by her physician as physically fit to return to work, this shall terminate her access to sick leave benefits in connection with pregnancy.

As an alternative to the procedure outlined above, the bus driver may request an unpaid general leave of absence for maternity purposes for a period of not to exceed one year, at any stage of the pregnancy.

The bus driver requesting such leave of absence shall apply in writing to Human Resources at least thirty (30) days prior to the anticipated date of the commencement of the leave and at the same time, set forth the anticipated date of return after the termination of the pregnancy.

Prior to return from a general leave of absence for maternity purposes, the bus driver shall present certification by her physician of her physical fitness to fully perform her duties, subject to Section 5. Other conditions for reemployment are as specified in Section 3, b. 1.

A bus driver selecting either alternative may request a general leave of absence for child care purposes for a period not to exceed one year. All provisions of the general leave of absence as stated in Section 3, b. 1. shall apply.

- (3) Illness in the Employee's Household. (A person for whom the bus driver principally is responsible for financial and physical care.)

Five (5) days per period of illness of a member of the employee's family shall be granted. The intent of this provision is to provide the employee time to make arrangements for the care of the sick members of his/her household; otherwise the school does not assume responsibility for family illness. The school reserves the right to require a certified report by the doctor in attendance. In emergencies as defined by the approving administrator, additional leave days will be granted if available.

In the event of a serious illness of a parent or parent-in-law, the bus driver's first recourse shall be to take individual business leave as defined in (6) below. Should the bus driver's individual business leave be exhausted, one day per period of illness of a parent or parent-in-law may be granted as provided in this section.

- (4) Death in the Immediate Family. A maximum of up to ten (10) days may be granted at the time of death when needed in case of a death in the immediate family. The term "immediate family" is defined as follows: husband, wife, parents, grandparents, parents-in-law, brother, sister, brother-

in-law, sister-in-law, child, grandchild, son-in-law, daughter-in-law, step-parent, step-sister, step-brother, step-child, or a person for whom the bus driver principally is responsible for financial and physical care.

(5) Funerals outside the Immediate Family. One day may be granted for attendance at funerals outside the immediate family. If additional time is needed, it may be requested as individual business leave.

(6) Individual Business Leave. Two (2) days a year beyond the leave of absence allowance may be used for individual business. Individual business leave shall be used only for the purpose of conducting business which is difficult to transact outside of normal working hours.

Bus drivers shall be granted business leave on written notification to the Assistant Superintendent for Human Resources and Support Services at least three (3) working days in advance of the anticipated absence. In cases of unanticipated need for business leave, the bus driver shall apply as soon as possible but prior to the leave. It is understood that such leave shall not be used for recreation purposes or to extend a holiday and/or vacation.

In the event of an emergency requiring leave prior to or following such holiday and/or vacation, the bus driver shall state the reason.

Individual business days not used during the school year will be added to and accrued as illness leave days at the beginning of the following year.

### Section 3. Unpaid Absences

A. Unpaid absences during which seniority accrues; salary increments accrue; reinstatement in position is guaranteed.

(1) Extended Leave for Military Leave. A leave of absence shall be granted a bus driver who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States. Regular salary increments shall accrue.

(2) Family Medical Leave. Bus drivers who have been employed for at least twelve (12) months and who work at last half time, shall be eligible for twelve (12) weeks of a family medical leave during each fiscal year, July 1 to June 30.

Any health and/or dental insurance shall be continued, with the premiums paid by the District, at the level and under the conditions the same would have been provided if the bus driver had continued in employment during the leave period. If the bus driver does not return to work after the expiration of the leave, the bus driver shall reimburse the District for the cost of the premiums paid by the District for his/her insurance or the District may deduct such amounts from any pay due the bus driver unless the bus driver did not return to work due to circumstances beyond his/her control.

A bus driver, upon return from a leave, shall receive salary schedule credit and accumulation of seniority and shall be re-employed in the same position from which the leave was taken if such a position exists, or if such a position has been eliminated, to an equivalent position for which the bargaining unit member is qualified. In case of reduction in staff during the leave period, the provisions of Article V shall prevail. The Board reserves the right to fill the position during the leave with a long-term substitute.

The terms and provisions of this leave section shall be construed in light of the Federal Family and Medical Leave Act of 1993.

a. Medical Leave

1. A bus driver may take a combined total of twelve (12) work weeks of family medical leave for the care of a serious health condition of the bus driver's spouse, child or parent, or the bus driver himself/herself where the condition results in the bus driver being unable to perform the functions of his/her position.
2. For purposes of a family medical leave, child includes biological and adopted children, foster children, step-children and legal wards who are under eighteen (18) years of age or who are incapable of self-care because of a mental or physical disability.
3. For purposes of a family medical leave, parent includes a biological parent or an individual who stood in a "loco parentis" to the bargaining unit member when the bargaining unit member was a child.
4. For purposes of a family medical leave, a serious health condition is defined as an illness, injury, impairment or physical or mental condition which involves inpatient care in a hospital or medical care facility or continuing treatment by a health care provider.
5. If the need for a family medical leave is foreseeable based on planned medical treatment of the bus driver, the bus driver's child, spouse or parent, a bus driver shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the regular operations of the District, subject to the approval of the health care provider. The bus driver shall provide the Assistant Superintendent for Human Resources and Support Services with thirty (30) calendar days written notice prior to the date the leave is to commence. However, where the need is not foreseeable or if the date of the planned medical treatment requires the leave to begin in less than thirty (30) calendar days, the bus driver shall provide such notice upon his/her receipt of the requisite information.
6. A bus driver shall have the right to take the leave intermittently or on a reduced leave schedule when medically necessary, subject subsection 9 below. A reduced leave schedule means a leave schedule that reduces the bus driver's regularly assigned hours in a workweek or workday. The use of a leave intermittently or on a reduced leave schedule shall reduce the twelve (12) week leave period only by the amount of leave actually taken.
7. When leave on an intermittent or reduced leave schedule is for planned medical treatment, the Board reserves the right to require a certification from the health care provider of the bus driver, or of the bus driver's spouse, child or parent, as the case may be. All certifications shall state: the dates treatment is expected to be given, the duration and schedule of the treatment and the medical necessity for the intermittent or reduced leave schedule. When the leave is for a bus driver's spouse, child or parent, the certification shall also state that leave on an intermittent or reduced schedule for the bus driver is necessary for the care of the spouse, child or parent, and will assist in their recovery.
8. The bus driver may elect to use his/her accumulated sick leave, business leave and/or any combination thereof for all or any part of the leave.

9. The Board reserves the right to require a certification from the health care provider of the bus driver, or of the bus driver's spouse, child or parent, as the case may be. All certifications shall state; the date on which the serious health condition commenced, the probable duration of the condition, and the diagnosis and intended treatment of the condition. When the leave is for a bus driver's spouse, parent or child, the certification shall also state that the bus driver is necessary for the care of such an individual and an estimate of the amount of time that the bus driver is needed for such care. When the leave is for a bus driver, the certification shall also state that the bus driver is unable to perform the functions of his/her employment. The Board may require that the bus driver obtain subsequent recertifications on a reasonable basis.
10. The Board reserves the right to require, at its expense, the opinion of a second health care provider designated by the Board concerning any certified information provided under subsection 7 or 9 above. Where the second opinion differs from the opinion in the original certification, the Board reserves the right to require, at its expense, the opinion of a third health provider designated or approved jointly by the Board and the bus driver, whose opinion shall be final and binding.

b. Family Leave

1. Upon request, a bus driver may take a combined total of twelve (12) work weeks of family medical leave for the birth of a child, the placement of a child for adoption or foster care and for the first year care of a child.
2. A bus driver shall notify the District in writing of his/her desire to take such a leave and his/her intent to return, no less than thirty (30) calendar days prior to the date on which the leave is to begin, where the necessity for leave is foreseeable based on an expected birth or child placement. If the date of the birth or placement requires the leave to begin in less than thirty (30) calendar days, the bus driver shall provide such notice upon receipt of the requisite information.
3. A pregnant bus driver may commence leave before or after the birth of her child. In the latter case, the leave is available to the bus driver at the termination of her disability. In the event of the child's death and upon the bus driver's request, the parties to this Agreement may mutually agree to terminate the leave.
4. The bus driver and the District may mutually agree that a leave may be taken on either an intermittent or reduced leave schedule basis. A reduced leave schedule means a leave schedule that reduces the bus driver's regularly assigned hours in a workweek or workday.

- c. Health and Hardship Leave. Any bus driver whose personal illness extends beyond the period covered by accumulated sick leave shall request in writing a health and hardship leave. The bus driver shall be placed on health and hardship leave for the period of time necessary for complete recovery, but not to exceed one (1) calendar year from the date of inception of the illness or disability.

Upon recovery, the bus driver shall be required to submit a physician's statement attesting to the bus driver's ability to fully perform the duties of his/her position, subject to Article XXIII, Section 5 below.

- B. Unpaid absence during which seniority does not accrue; salary increments do not accrue; reinstatement in position for the following year is guaranteed.

- (1) General Leave. The following conditions apply to general leaves under this Article and unless otherwise indicated also shall apply to all other extended leaves covered under this Article.
  - a. Requests for leaves shall be in writing. Bus drivers requesting general leave shall indicate the reason for which the leave is requested.
  - b. A bus driver must have two (2) years seniority to be eligible for general leave in case of maternity or military leave or health reasons.
  - c. All general leaves shall be limited to one (1) year. Extensions may be granted by the Board.
  - d. Leave of absence days shall not accrue but unused leave of absence days held at the start of the leave shall be retained.
  - e. Written notice to the Assistant Superintendent for Human Resources and Support Services of intention to either return or resign shall be given by March 1<sup>st</sup> of the year in which the leave expires.
  - f. Re-employment during the school year shall be at the discretion of the Board. A bus driver who gives timely notice of intention to return for the following year and meets the other qualifications of the leave procedure shall be re-employed.

Section 4. Emergency School Closings. On days which weather or mechanical conditions force the closing of schools:

- A. Notification of such closing will be a “fan-out” procedure which would include the Transportation Supervisor notifying three (3) designated members of the bargaining unit fifteen (15) minutes after decision has been made on emergency closings.
- B. On emergency closing days when school is not held, bus drivers are not required to work and bus drivers will not be paid.

Section 5. Physical and/or Mental Examination.

In any situation where the physical or mental fitness of the bus driver to perform is in question, to include but not be limited to situations of pregnancy, return from sick leave, or return from health and hardship leave, the Board may require a statement from the bus driver’s physician.

The Board reserves the right, at its option, to have the bus driver’s physician’s findings and recommendation reviewed by a Board designated physician, who may make an independent examination of the bus driver at the Board’s expense. If the Board’s physician’s recommendation as to the bus driver’s fitness differs from the bus driver’s physician’s recommendation, the Board’s physician will consult with the bus driver’s physician in an effort to produce a uniform recommendation. Should they be unable to agree, the bus driver will be referred to a third physician, mutually acceptable to both the Board’s and bus driver’s physicians, and the third physician’s recommendation shall be controlling.

**ARTICLE XXIV**  
**IN-SERVICE DAYS**

Bus drivers shall have two (2) paid days of in-service (three [3] hours each day) each school year. These days will be scheduled during one of the teacher in-service days.

**ARTICLE XXV**  
**GENDER CLAUSE**

It is understood that wherever gender is referred to in this Agreement, that it refers to both sexes equally.

**ARTICLE XXVI**  
**TERMINATION OF AGREEMENT**

Section 1. This Agreement shall be in full force and effect from July 1, 2008, to and including June 30, 2010, and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to the date of expiration.

Section 2. It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in the Agreement, either party may serve upon the other a notice, at least sixty (60) days prior to June 30, 2010, or June 30 of any subsequent contract year, advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. It is further agreed by the parties hereto that upon receiving proper cancellation notice or amendment notice to this Agreement the parties agree to start negotiations at least forty-five (45) days before the expiration or amendment date of this Agreement.

Section 4. In the event of an inadvertent failure by either party to give the notice set forth in Section 1, 2, or 3 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the 61<sup>st</sup> day following such notice.

Section 5. In the event of war, declaration of emergency, or imposition of civilian controls, during the life of this Agreement, either party may reopen the same upon sixty (60) days written notice and request renegotiation of matters dealing with wages and hours. Upon the failure of the parties to agree in such negotiations, either party shall be permitted all lawful economic recourse to support their request for revisions. If government approval of revisions should become necessary all parties will cooperate to the utmost to attain such approval. The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable law, so as to permit economic action at the expiration thereof.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

SCHOOL DISTRICT  
HOLT PUBLIC SCHOOLS  
INGHAM AND EATON COUNTIES

UNION  
LOCAL UNION NO. 580  
AFFILIATED WITH THE INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN, AND  
HELPERS OF AMERICA

BY \_\_\_\_\_

BY \_\_\_\_\_

## SCHEDULE A

1. The salary schedule for the period July 1, 2008 through June 30, 2009 is:

Base rate: \$17.45 per hour

Probationary rate: \$14.79 per hour

2. The salary schedule for the period July 1, 2009 through June 30, 2010 is:

Base rate: \$17.80 per hour

Probationary rate: \$15.09 per hour

3. Longevity. Bus drivers shall be eligible for a longevity increment added to their base rate, including any applicable cost of living adjustment, as follows:

<b>Seniority</b>	<b>% of base rate add</b>
After 4 years	4%
After 9 years	8%
After 14 years	10%
After 19 years or more	12%

## SCHEDULE B

Field trips. Field trips are defined as the transportation of students and/or other authorized passengers to special activities, whether during the school day or outside it and either within or outside the school district on an occasional or irregular basis, as distinguished from regular routes as defined in Article II, "Wages and Hours".

### 1. Assignment of Field Trips.

The Transportation Supervisor shall maintain three rosters of all regular bus drivers requesting field trips, in order of seniority.

- a. One roster for trips held on Monday through Friday shall start from the first day of the school year and carry through to the last day of the school year.
- b. A second roster, which continues from year to year, shall be for Saturday, Sunday and holiday trips. This roster will start with the employee next up on the seniority list and when the rotation comes back around to that bus driver, hours will be equalized and the next trip will be given to the bus driver with the least amount of hours. New bus drivers shall be put on this second roster after successful completion of their trial basis period at the highest number of hours. In order to be eligible to be on the second roster, a bus driver must also be on the first roster above.
- c. A third roster shall be for field trips, which occur during the summer vacation break, the winter break, and the spring break. Bus drivers wishing to be on this roster must sign up on a sign-up sheet which will be available on the announcement table ten (10) days prior to each of the three (3) breaks.
- d. If a bus driver requests in writing to be off one roster, that bus driver will remain off all rosters for the remainder of the semester. All such written requests shall be in effect only for one (1) semester.



- e. The Transportation Office will post field trips together with a list of field trip hours every two weeks and supplement as necessary with changes and additions at least twenty-four [24] hours in advance. The field trip selection will be every two weeks at the Support Service Building, unless an alternative place is also posted twenty-four [24] hours in advance.

Each bus driver shall select a field trip based upon their having the lowest number of charged field trip hours, until all field trips are covered. Bus drivers must either be present or leave a written notation of the field trip desired. If someone is not present and has not left a written notation, the Transportation Office shall assign the field trip.

Bus drivers who select a field trip which is then declined [“passed”] during this field trip selection time or who subsequently “pass” on the field trip will be charged the hours of that trip.

For field trips which arise after this field trip selection time, bus drivers who “pass” on a field trip will not be charged the hours of that trip. If no bus driver accepts such a trip and a bus driver is offered a second time, if the bus driver “passes” on the field trip, the bus driver will be charged for the hours of that trip.

An exception to the above provision is for field trips which arise after this field trip selection time and which are offered to a bus driver within twenty-four [24] hours of the time the trip is to occur. Under these circumstances, a bus driver who passes on a field trip shall not be charged the hours of that trip.

Individual bus drivers will be responsible for equalization of their hours worked as reflected in the majority vote of bus drivers held on 3/22/99.

As soon as possible after completing a field trip, a bus driver will place a completed field trip slip in the appropriate basket in the Transportation Office.

The Transportation Office will compute field trip hours and will record them. Bus drivers will be able to review their field trip hours upon request. For those trips for which bus drivers have not completed/submitted a field trip slip, the Transportation Office will use an estimate of the amount of the time for such a trip, [for purposes of picking trips only] which will be entered into the records and which will be used for field trip purposes until the slip is completed and submitted.

- f. In the event a bus driver refuses a field trip assignment or is otherwise unavailable for the assignment, including being on sick leave or an unpaid leave, they will be charged the hours as if they had taken the trip, provided that a minimum of twenty-four (24) hours prior notice of the field trip was given to the bus driver.

Field trip assignments with less than twenty-four (24) hours notice may be refused by the eligible bus driver and no hours will be charged to that bus driver.

- g. The Transportation Supervisor or his/her designee has the right to direct a bus driver to return from a field trip to complete the bus driver’s regular run, if there are not a sufficient number of bus drivers to complete regular runs.

Notwithstanding the foregoing, the Transportation Supervisor and his/her designee shall have the ultimate right to assign field trips.

Bus drivers will stay with their bus at all times on a field trip, unless released by the Transportation Supervisor, the Administrative Assistant for Transportation or by the individual in charge of the field trip at the field trip site. For meals, bus drivers may be released by the individual in charge of the field trip to leave the field trip site. However, for out-of-district field trips, the bus driver may travel for meals no greater than five (5) miles from the field trip site, and shall leave a number of a cell phone where they can be reached in case of an emergency. A bus driver must stay with the bus at the site if not released

2. Compensation for Field Trips. Field trips shall be compensated as follows:

All field trips shall be paid at the following rates:

2008-09	\$14.20 per hour
2009-10	\$14.48 per hour

except the trips which cause a bus driver to exceed 40 hours per week and all Saturday trips shall be paid at time and one half (1 ½) this field trip rate. Sunday and holiday field trips shall be paid at two (2) times this field trip rate.

- a. Trips taken on a day during which regular transportation is scheduled but which do not conflict with any portion of the bus driver's regular runs. The bus driver shall be paid for all actual time on the trip at the field trip rate with a minimum of two (2) hours [two and one half hours (2 ½) on Saturdays, Sundays and holidays] pay guaranteed if the field trip is an out-of-district field trip and a minimum of one (1) hour [one and one half (1 ½) hours on Saturdays, Sundays and holidays] pay guaranteed if the field trip is an in-district field trip. If a second trip involving the same school and same location is scheduled within that time block, it will not be considered an additional trip.

If the bus driver transports children to an event and then is required to return to pick up the children later [after two and one-half hours (2 ½) lapse] the bus driver will receive another two and one half (2 ½) hours pay guarantee.

- b. Trips taken on a day during which regular transportation is scheduled which do conflict with a part or all of the bus driver's regular runs, the bus driver shall be paid at his/her regular rate for that portion of his/her regular runs actually driven, and for field trip time at his/her regular rate for the amount of regular time missed. He/she shall be paid the field trip rate for the balance of field trip time not paid at regular rate.

However, in no case shall the bus driver be paid less than he/she would earn if he/she had remained on his/her regular daily driving assignment.

- c. Trips taken on a day when no regular transportation is scheduled: The bus driver shall be paid for the field trip as outlined in a., above. If such trips occur on weekends or holidays, the appropriate premium pay rates apply.

In the event of bus drivers transporting passengers to an overnight activity and being required to stay, the bus drivers involved shall be compensated for eight (8) hours per day or actual time spent if over eight (8) hours, at their regular rate of pay (including appropriate premium pay). In addition, they shall be provided with a separate room at the Board's expense, with meals as provided below.

- d. If a field trip is cancelled and the bus driver reports, the bus driver will receive a one (1) hour show up pay.

3. Meal Time Trips.

Bus drivers who are assigned an out-of-district field trip which are assigned duties that exceed four (4) continuous hours that span the meal times below shall be eligible for one (1) meal reimbursement of actual expenses up to the standard amounts specified below. Down time in the amount up to one half (1/2) hour will be counted in the foregoing four (4) continuous hours. A district voucher and a dated cash register receipt shall be required for reimbursement:

Effective July 1, 2006:

<u>Meal</u>	<u>Meal Time</u>	<u>Allowable Expense</u>
Breakfast	7:00-9:00 a.m.	up to \$3.86
Lunch	11:30-1:30 p.m.	up to \$5.46
Dinner	5:00-7:00 p.m.	up to \$8.76
Sack Meal	11:30-7:00 p.m.	up to \$4.64

Bus drivers on a field trip with a group which takes its lunch, and who are thus required to pack a lunch, will be reimbursed at the rates listed above upon submitting an expense voucher certifying to that fact. Also, bus drivers who are required to purchase a meal at a place which does not furnish a receipt (such as a concession stand, for example) shall be reimbursed for their actual expenses up to the stated maximums upon submitting an expense voucher certifying to that fact.

When bus drivers are required to buy gasoline, oil, etc., on a field trip the Board will either provide the bus driver with a Board credit card or sufficient funds in advance to cover the anticipated expense. Bus drivers are required to obtain sales slips for all purchases and to turn these in promptly to the Transportation Supervisor upon their return. In the event of unexpected emergency expenditures, bus drivers will be reimbursed promptly for out of pocket expenses, upon filing an expense voucher.

### SCHEDULE C

1. Training Rate. Bus drivers shall be paid for training time at their established hourly rate, including cost of living adjustments and longevity. Bus drivers will be paid in full within three (3) weeks after submitting proof of attendance.
2. Staff Meetings and Conferences. Bus drivers shall be paid for staff meetings called by the Board at established hourly rate.

Time spent by bus drivers for work related individual or group conferences, except for conferences concerning a bus driver discipline problem, approved in advance by the Transportation Supervisor, which occur outside of the bus driver's normal work time, shall be paid at the hourly rate.

3. Breaks. Bus drivers not having a fifteen (15) minute break during four (4) continuous hours of driving shall be entitled to a fifteen (15) minute break at the end of a shift.
4. Terminal Leave. Upon a bus driver's retirement, in accordance with the requirements of the Michigan Public Schools Employees Retirement Act, a terminal leave payment determined by the greater of 1 to 3 below will be paid if at least ten (10) years continuous employment in this school district has occurred.
  - (1) \$100.00 per year of employment in this school district, or
  - (2) A sum equal to 50% of the current wage for each accumulated leave of absence day. Two (2) is limited to a sum up to twice the amount calculated in one (1) or
  - (3) \$40.00 per unused sick day, with no limit on accumulation.

This terminal leave pay shall be paid in the form of a non-elective employer contribution to the District's 403b Special Pay Plan. The employee shall not have the option to direct the payments be contributed to another plan or to elect to receive the payments in cash. The contribution on behalf of an employee shall be made as soon as administratively possible.

5. Early Retirement Incentive. An early retirement payment of \$800 will be paid to a bus driver who retires and has been employed as a bus driver for Holt Public Schools for 20 years or more. This payment is

available only for a bus driver not eligible for the terminal leave payment described in Paragraph 4 above. No bus driver shall receive both the Terminal Leave payment and this Early Retirement Incentive payment.

6. Physicals. When required annual physical examination is given by a Board-designated physician, the full cost of the examination, including laboratory fees, shall be paid by the Board.
7. Drug Testing. The District will institute a drug and alcohol testing program for school bus drivers in compliance with the Omnibus Transportation Testing Act of 1991, which adheres to the rules established by the Department of Transportation for school bus drivers. Time required for the testing will be paid at the regular rate.
8. Student Control Procedure. On occasions where the usual corrective action as provided in the Student Conduct Code has been taken by bus drivers and principals and has failed to correct a student management problem, either the bus driver or the principal may request direct administrative supervision of the situation to determine other alternatives. Such direct supervision will be provided before the same run is taken again and will result in a recommendation of proposed corrective action being made to the Superintendent within seven days. Any procedures implemented shall not relieve the bus driver of any responsibility for student control on the bus.
9. License Reimbursement. Board will pay the price of the commercial bus driver's license on renewal licenses after a bus driver has been employed for one (1) year.
10. Student with Special Needs. Bus drivers of students with special needs, who have been assigned a paraprofessional in the classroom through the IEPC process, will receive training concerning any special adjustments which should be made during transportation. A bus driver who believes the transportation situation requires additional support, should request a review by the Transportation Supervisor, who will convene a committee of the bus driver, the principal and the Special Education Director to review the request and make a determination.

Letter of Agreement  
Holt Public Schools  
And  
Teamsters Local 580

Holt Public Schools and Teamsters Local 580 hereby enter into this letter of understanding and agreement, with the following provisions, in accordance with Schedule C, subsection 11 of the Master Agreement between the parties.

Policy A 4005 (Drug Free Work Place) of the Board of Education of the Holt Public Schools, the attached Drug Free Work Place Policy Statement, the attached Drug Free Work Place Rules and Regulations, including the drug testing protocol, and the Omnibus Transportation Employee Testing Act of 1991 Rules and Regulations applicable to Employees Required to obtain CDL and Drug Testing Protocol are subject to the provisions of the Master Agreement between the parties.

Employees required to undergo any examination or test pursuant to the aforementioned policy statement shall be entitled to a Union representative at the Employee's request at any point during any examination or test. However, such representation shall not be interpreted to permit direct access by a Union representative to the production and collection of a sample by an employee. An employee or Union representative shall not lose any time or pay as a result of cooperating with and abiding by the provisions of the policy statement during the employee's regular shift.

Employees who exercise the option of having the split sample tested pursuant to the applicable drug protocol may use accrued paid leave as provided by the Master Agreement while waiting for the results from the split sample test. If the split sample testing result is negative, such paid leave shall be restored to the employee and the employee shall not be charged any overtime for equalization purposes.

An employee who is required by the Substance Abuse Professional to undergo treatment that will cause the employee to be absent from work may use any or all leave credits he or she has accumulated as allowed by the Master Agreement.

Holt Public Schools

Teamsters Local 580

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **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. In accordance with this, the Board of Education adopted Policy A 4005 as a Drug-free workplace. The Holt Public Schools will not tolerate the illegal use of drugs, and now, by law, under the Federal Transportation Act of 1991, it cannot.

All Holt Public Schools premises, including work sites and all Holt Public Schools vehicles, are declared to be drug-free workplaces. This means:

1. All Holt Public Schools employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace.
2. Employees found to be in violation of this policy will be subject to disciplinary action or discharge.
3. Employees have the right to know the dangers of drug abuse in the workplace, the Holt Public Schools policy regarding the maintenance of a drug-free workplace will provide for a drug-free awareness program for all employees.

The Holt Public Schools 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 Holt Public Schools (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 Holt Public Schools 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 or 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 Holt Public Schools property, including, but not limited to, buildings, parking lots, driveways and Holt Public Schools 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 Holt Public Schools 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 Holt Public Schools 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 substances screening and confirmation tests. Applicants must agree that test results are to be released to those officials of the Holt Public Schools 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 Holt Public Schools is to pass the pre-employment screening and confirmation tests for illegal drugs and controlled substances. The Holt Public Schools 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 Holt Public Schools premises, work sites or facilities, including, but not limited to Holt Public Schools 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 Holt Public Schools.

ALL EMPLOYEES ARE REQUIRED TO ACKNOWLEDGE THAT THEY HAVE READ THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY THEM 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 Holt Public Schools 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 Holt Public Schools 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 Holt Public Schools employee shall perform a safety-sensitive function within four (4) 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 Holt Public Schools employee required to take 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 Holt Public Schools 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. Holt Public Schools employees 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. Holt Public Schools employees 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 Holt Public Schools 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 Holt Public Schools 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 Holt Public Schools shall be solely responsible for all costs incurred in conjunction with alcohol breath testing and reporting. The Holt Public Schools 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 a CDL, 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 Holt Public Schools 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 Holt Public Schools 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 five (5) years. The laboratory shall have the capability of timely providing hard copy reports of specimen analysis results.

The Holt Public Schools 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 (EVT) for both screening and confirmation tests. The confirmation test will produce three (3) hard copies of the testing results. The agency selected must also provide the ancillary services needed, including retention of hard copy printout 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 Holt Public Schools 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 reasonably 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 sixty percent (60%) of the average number of safety-sensitive positions for the first two (2) years. Random alcohol testing shall be administered at a minimum annual rate of twenty-five percent (25%) 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 Holt Public Schools shall have the right to approve or reject the selection of a laboratory to conduct the testing on urine specimens collected. It must be a DOT approved laboratory and any additional costs are to be paid by Holt Public Schools.
6. The employee shall cooperate with DOT procedures necessary to assure thorough documentation to positively link the employee's 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.

- a. 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.
- b. 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. Location for drug testing. 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 ID). The Collector should also provide the employee with his/her identification.
- b. The Collector will explain the testing procedure to the employee. The employee is required to empty his/her pockets.
- 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. 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 forty-five (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 sixty (60) ml.
- f. The collection site person, in the presence of the donor, shall pour thirty (30) ml of the urine into another bottle, to be used as the primary specimen. At least fifteen (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 one (1), two (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 Department of Health and Human Services (DHHS) certified laboratory for the presence of the drug(s). The MRO shall honor such a request if it is made within seventy-two (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 (C-MS) will be the test used for confirmation testing.

- k. Failure to provide a proper urine sample [forty-five (45) ml] after a three (3) hour time period and drinking up to forty (40) oz. of water is considered a refusal to test. See Safety Regulations 40.191. The employee incurs the same consequences as specified.

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 (confidentially) 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 twenty-four (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 seventy-two (72) hour period for making a choice on testing the split specimen. The cost of the split specimen is a fee charged by the MRO and is the responsibility of the employee.

9. Location for alcohol testing. 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) must be trained in proficiency in using Evidential Breath Test (EBT) and DOT alcohol testing procedures.

The Notice of Proposed Rule Making (NPRM) allows any Evidential Breath Test (EBT) device that has been approved by the National Highway Traffic Safety Administration (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 (3) consecutive identical) results, assign a sequential number to each test, distinguish alcohol from acetone at the 0.02 percent (%) 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/her to provide positive identification (photo ID). The BAT should also provide the employee with his/her identification.
- b. The BAT shall explain the testing procedure to the employee.
- c. The BAT shall complete Step one (1) on the Breath Alcohol Testing Form. The employee shall then complete Step two (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 six (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 three (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 logbook.
- 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 three (3) of the form. The employee shall sign the certification and fill in the date in Step four (4).
- i. If the employee does not sign the certification in Step four (4) of the form or does not initial the logbook 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 percent (%) 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 percent (%) 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 fifteen (15) to twenty (20) minute interval between the screening and confirmation test.

After the fifteen (15) minute interval, the confirmation test will be conducted.

- a. The BAT shall instruct the employee to blow forcefully into the mouthpiece for at least six (6) seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- b. 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 three (3) of the form.
- c. The BAT will record the EBT test number, date of the test, name of the BAT, location and quantified test result in the logbook.
- d. 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.
- e. The Holt Public Schools 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.
- f. The Holt Public Schools 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.

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