

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE  
LOWELL AREA SCHOOLS  
AND THE  
LOWELL AREA EMPLOYEES ASSOCIATION  
(BUS DRIVERS)**

**2015-16**

## TABLE OF CONTENTS

	<b><u>SUB</u></b>	<b><u>PAGE</u></b>
<b><u>ARTICLE I</u></b>	<b><u>ARTICLE</u></b>	
<b>RECOGNITION</b>		
Recognition	A	1
Bus Driver	A1	1
Board	A2	1
Exclusive Right	B	1
Negotiations	B1	1
<b><u>ARTICLE II</u></b>		
<b>EMPLOYEE RIGHTS</b>		
Law Pertaining to Negotiation	A	1
Access to Board Information	B	2
Use of School Facilities	C	2
Discipline	D	2
Files and Records	E	2
<b><u>ARTICLE III</u></b>		
<b>BOARD RIGHTS</b>		
Rights of the Board of Education	A	3
<b><u>ARTICLE IV</u></b>		
<b>SENIORITY</b>		
Seniority List	A	3
New Employees	B	4
Substitute Employees	C	4
Maintaining Seniority	D	4
Vacancy	E	5
Lay Off and Recall	F	5
<b><u>ARTICLE V</u></b>		
<b>LEAVES</b>		
Sick Leave	A	6
Death in the Immediate Family	B	7
Personal Leave	C	8
Misuse of Sick or Personal Days	D	8
Unpaid Leave Requests	E	8
Family and Medical Leave Act	F	9

**ARTICLE VI**

**GROOMING AND PERSONAL HABITS**

Appearance	A	9
Example	B	10

**ARTICLE VII**

**ROUTE ASSIGNMENTS**

Responsibility	A	10
Vacancies	B	10
Route Times	C	10
Faculty Personnel	D	10
Athletic Events	E	10

**ARTICLE VIII**

**EXTRA TRIPS**

Extra Trips	A	11
Categories of Extra Trips	A1	11
Eligibility	A2	11
Exceptions	A3	11
Food Allowance	A4	12
Cooperation	B	12
Driver Responsibility	C	12

**ARTICLE IX**

**EMPLOYEE RESPONSIBILITY**

Requirements	A	12
Physical	B	12
Good Physical and Mental Health	C	12
Bus School	D	13
Records	E	13
Discipline	F	13
Notification of Absence	G	13
Bus Maintenance	H	14
Routes	I	14
Tickets and Accidents	J	15

**ARTICLE X**

**GRIEVANCE PROCEDURE**

16

**ARTICLE XI**

**LONGEVITY**

Amount	A	17
Severance/Retirement	B	17

<b><u>ARTICLE XII</u></b>			
<b>INSURANCE: DUES</b>			
Insurance	A		17
<b><u>ARTICLE XIII</u></b>			
<b>STRIKES AND WORK STOPPAGES</b>			
			19
<b><u>ARTICLE XIV</u></b>			
<b>WAGES</b>			
Wages	A		19
Overtime	B		20
<b><u>ARTICLE XV</u></b>			
<b>OTHER FINANCIAL MATTERS</b>			
Longevity Eligibility	A		20
Jackets	B		20
CDL/Drug Test/Physical Reimb	C		20
Holidays	D		20
Unexpected School Closings	E		21
<b><u>ARTICLE XVI</u></b>			
<b>DURATION OF AGREEMENT</b>			
Effective Dates	A		22
Expiration Limits	B		22
<b><u>APPENDIX A</u></b>			
Bus Driver Seniority List for Route Bidding			23
<b><u>APPENDIX B</u></b>			
Guidelines – Pooled Sick Days – Purpose and Intent			24
<b><u>APPENDIX C</u></b>			
Grievance Form – Level II			25
Grievance Form – Level III			26
<b><u>APPENDIX D</u></b>			
FMLA Fact Sheet			27
<b><u>APPENDIX E</u></b>			
Bus Driver Attendance Guidelines			32
<b><u>APPENDIX f</u></b>			
Bus Driver Bid Meeting Guidelines			33

**LOWELL AREA EMPLOYEES ASSOCIATION  
(BUS DRIVERS)**

**ARTICLE I  
RECOGNITION**

**A. Recognition**

The Board hereby recognizes the Lowell Area Employees Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, as amended, for all bus drivers under contract.

**1. Bus Driver**

The term "bus driver" when used hereinafter in this Agreement shall refer to both part-time and full-time bus drivers represented by the Association in the bargaining or negotiating unit as above defined.

**2. Board**

The term "Board" shall include its officers and agents.

**B. Exclusive Right**

The Board agrees not to negotiate with any organization other than the one designated as the representative pursuant to Act 379, Public Acts of 1965, as amended, for the duration of this Agreement.

**1. Negotiations**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or any matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon request and a mutual agreement of both parties.

**ARTICLE II  
EMPLOYEE RIGHTS**

**A. Law Pertaining to Negotiation**

The Board and the Association agree to abide by Act 379 of the Public Acts of

1965, as amended, and to all the applicable laws and statutes pertaining to employee rights and responsibilities.

**B. Access to Board Information**

The Board agrees to make available to the Association information requested (as current as possible) concerning transportation budgets, allocations, and future plans concerning budgets and any such public information as will assist the Association to process any grievance, complaint, or for negotiations.

**C. Use of School Facilities**

The Association shall have the right to use school buildings at all reasonable hours for meetings, providing a facility use form has been completed and approved. Last-minute requests will be handled on an individual basis by the Superintendent or his/her designee. Such facilities shall not be used for political campaign purposes or other local ballot issues. Designated bulletin boards, telephones, and employee mailboxes shall be available for the Association's use for posting or placement of materials of the Association by the Association.

**D. Discipline**

1. Employees (excluding probationary employees) shall not be disciplined, warned, reprimanded, suspended, discharged, reduced in rank, or occupational advantage, without just cause. A verbal warning will be followed by a memo, shown to and initialed by the employee and kept in the transportation office. Disciplinary action more severe than a verbal reprimand, shall be in writing with a copy forwarded to the employee and placed in the employee's personnel file.
2. When an employee is given a written reprimand or more serious discipline, he/she shall have the right to be accompanied by an Association representative.

**E. Files and Records**

1. An employee will have the right to review the contents of his/her personnel file, in accordance with the Bullard-Plawecki Employee Right to Know Act, and to have a representative of the Association present, if desired.
2. No evaluative material, including complaints from students, parents, or school personnel, will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and said complaint shall be attached to the material indicating awareness of and not necessarily in agreement with the material.

**ARTICLE III**  
**BOARD RIGHTS**

**A. Rights of the Board of Education**

The Board of Education, on its own behalf and on behalf of the electors of the School district, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan, and of the United States, including, but without limiting, the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its employees, properties, and facilities.
2. To hire all employees and, subject to the provisions of the law, to determine his/her qualifications, classification for position and salary, conditions of his/her dismissal or demotion, and to promote and transfer all such employees.
3. To exercise the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws of the State of Michigan, the Constitution and laws of the United States.
4. The Board of Education hereby recognizes the Lowell Area Employees Association as the exclusive bargaining representative as defined in applicable Michigan statutes for bus driving personnel, but excluding all supervisory and office personnel.
5. The Board of Education agrees not to negotiate with any employee organization other than the employees represented by the Lowell Area Employees Association.

**ARTICLE IV**  
**SENIORITY**

**A. Seniority List**

There shall be a seniority list maintained for bus drivers establishing the effective date of the employee's most recent date of employment on a regular basis (driving at least ten (10) hours per week). "Employment" means the first day of work on a regular route qualifying for seniority. Seniority lists shall be maintained by the personnel office for drivers and updated annually by September 30 of

each year.

**B. New Employees**

All new drivers shall be considered probationary employees for thirty (30) work days. Drivers benefits will start to accumulate after the thirty (30) work day period. This probationary period may be extended, in any length of increments, for a reason that is not arbitrary or capricious, for no more than one hundred and eighty (180) days. During the probationary period, the employee shall be assigned at the discretion of the Transportation Supervisor.

**C. Substitute Employees**

A list of substitute drivers shall be maintained by the transportation department. Substitute employees are not eligible for seniority, nor covered under this master agreement.

**D. Maintaining Seniority**

1. A driver shall be considered a regular driver and maintain his/her seniority as long as he/she is available for his/her regular scheduled driving assignment. Frequent absences (as defined by the Excessive Absence Guidelines) may result in disciplinary action and a loss of full time status. A driver shall not accrue seniority during substitute driving status, but shall retain previously accrued seniority upon return to regular driving status.
2. Employees shall maintain seniority when injured on the job. For extended injuries and/or prolonged absence, the employer may request the employee visit a doctor of the employer's choice to determine readiness to return to work or for an alternative assignment during the injury related disability. For extended job related injuries, the employee shall maintain seniority for twelve (12) months from the date of the first day of absence due to the injury, or until accumulated leave is exhausted.
3. The employee shall accrue seniority during an approved sick leave of six months or less, or until accumulated leave is exhausted. Thereafter, the employee shall not accumulate seniority but shall retain previously accrued seniority. If the employee is unable to work after one full year of approved medical leave, or after accumulated leave is exhausted they will be dropped from the seniority list. If the employee is rehired in a subsequent period after a medical leave, the previously accrued seniority date will be his/her seniority date.
4. Termination of employment, either through resignation or firing, shall result in termination of seniority. A driver who requests to have their hours reduced to less than 10 hours per week, or to relinquish all hours to be on sub status shall forfeit all seniority.



**E. Vacancy**

1. Seniority prevails when a position is vacated during the year. Open routes are available to all drivers on a seniority basis.
2. Regular routes, once bid, will remain that driver's route for one school year. If a route is terminated during the school year, the driver will have the right to bid back in at his/her seniority level.
3. **See Appendix F for the Annual Bid Meeting procedures.**
4. Any new or additional runs (KCTC, KTC, or mid-day run) will be filled by seniority, through the bidding process and approved by the Transportation Supervisor. A new list of times will be sent to the payroll office.
5. All new non-driving positions lasting more than a month generated in the transportation department will be posted to the Association membership for 3 working days or membership will be notified in the summer by telephone by administration, to the best of their ability. Selection to these positions shall be at the discretion of the Transportation Supervisor who shall give consideration to the applicants' qualifications and seniority.
6. Mid-day runs, if any, shall be bid at the beginning of the year, and at the beginning of each trimester during the year if a mid-day run is dropped or added in the prior trimester (excludes time adjustments to an existing mid-day run). No re-bid of mid-day runs will take place due solely to the elimination of the CBI run during the second trimester. Third trimester will be re-bid if CBI is added back, or hours of any other mid-day runs are changed. Drivers must have their attendance in good standing (as defined by the Excessive Absence Guidelines) in order to bid on mid-day runs.
7. Short-term work, specific to the transportation department (excluding office and certified mechanical duties), shall be offered to Association members, based on seniority and qualifications, when sufficient time of notification exists. This additional short-term work will be created at the discretion of the Transportation Supervisor and shall not be offered to members if it will interfere or disrupt the member's regularly scheduled duties.

**F. Lay Off and Recall**

1. Voluntary Reduction in Forces  
Layoff shall be defined as necessary reduction in the work force. Prior to engaging in a layoff, the Board shall attempt to reduce the work force by attrition, voluntary layoff, early retirement and/or unpaid leaves of absence and voluntary reduction in hours.

2. Layoff will be decided based upon seniority, beginning with probationary drivers and proceeding from the least senior to the most senior.
3. Driver recall will be based upon seniority, with the most senior employee being recalled first.
4. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report to work. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address. A recalled employee shall notify the employer within five (5) days of receiving the notice of his/her acceptance or rejection and must report to work within ten (10) working days. The Board may fill the position on a temporary basis until the recalled employee can report for work. An employee offered a comparable position to the one previously held who declines recall to work is considered to have voluntarily resigned.
5. Laid off drivers shall have first opportunity to sub-drive a route, and/or a mid-day run when no regular driver is available.

## **ARTICLE V** **LEAVES**

### **A. Sick Leave**

- 1) All drivers shall earn seven (7) sick days per year which may accumulate without limit. Sick leave taken shall be calculated in one-half day increments, except for those drivers with mid-day runs which will be calculated in one-third-day increments. Individual calculations for one-third-day sick leave will be calculated after the annual bid meeting.
  - a) The first six (6) mid-day only absences will be paid with the use of a 1/3 absence charged to the appropriate leave bank (sick or personal day).
  - b) Beginning with the seventh absence for a mid-day only run, the mid-day absence only is unpaid. No time will be charged for the unpaid mid-day run.
  - c) If a driver of mid-day runs is absent more than ten (10) times, total absences of paid and unpaid missed mid-day run, the driver will not be eligible to bid a mid-day run for the upcoming (next) school year.

Employees belonging to the Lowell Area Employees Association may pool sick leave days and contribute them to any other Lowell Area Schools employee who has exhausted his/her accumulated sick leave days. However, an employee may not contribute more than one (1) day of sick

leave to an individual employee within a given school year. He/she may contribute to more than one (1) individual within a given school year. The maximum number of days a driver may receive from the pool is limited to days the driver had accumulated prior to illness or injury.

**Example**

If a driver has ten (10) accumulated sick days, drivers can donate up to ten (10) more. Exceptions may be made to extend the limit if unusual circumstances exist. For purposes of this section only, all days shall be equal regardless of hours worked or rate of compensation. (See Appendix B for sick pool committee guidelines.)

2. The District has the right to request a physician's statement on the necessity of any operation to be performed during the school year. The employee shall make every effort to schedule surgery during a time when school is not in session.
3. A physician's statement may be required to determine whether an employee is physically able to return to his/her duties. The Board has the right to require an examination to a physician of its choosing, with the Board assuming the cost of the examination.
4. A driver shall not receive worker's compensation in addition to sick leave in excess of the amount he/she receives as a regular salary.
5. Upon completion of an approved sick leave of up to twelve (12) work weeks, or upon return prior to accumulated leave being exhausted, the driver shall return to his/her regular route.
6. In the event of illness in the immediate family (spouse, child, parents or resident in the household), such use shall be limited to three (3) sick leave days. The Transportation Supervisor or designee may grant the continued use of sick days for family illness if he/she determines extenuating circumstances exist; i.e., cases where death is imminent or terminal illness exists.

**B. Death in the Immediate Family**

1. Up to five (5) days, as needed, shall be granted for bereavement per family member death. Such days will be deducted from sick leave. For the death of non-family members, personal leave or unpaid days must be used.
2. If extenuating circumstances exist, exceptions to this policy may be granted.
3. For purposes of bereavement leave, "family" shall be defined as: fiancé, spouse, child, parent, brother, sister, grandparent, grandchild, or spouse's

parent, brother, sister, or grandparent or a member of the employee's household.

**C. Personal Leave**

1. Four (4) days per year shall be provided each driver for personal business. All days are to be provided at the start of the school year. No more than two (2) days can be used during any one break period. Unused personal days shall accumulate as unused sick leave days, or may be used as floating holidays on non-school days during the regular school year. Not more than two (2) days can be used consecutively. If three (3) or more days are requested, the district has the right to request rationale for the leave and approve or deny the request based on circumstances presented.

**2. Reasons**

It is agreed that personal days are provided for the vast number of legitimate business, professional, and family obligations and driver encounters and which cannot be met outside the driver's regular working hours. Personal days can not be used for vacation purposes.

**3. Applications**

An absence request form, stating the reason for the request, must be submitted to the Transportation Supervisor at least two (2) days prior to the leave being taken. In the event of an emergency, a telephone call to the Transportation Supervisor will be acceptable, provided it is followed promptly by a completed request form.

**D. Misuse of Sick or Personal Days**

Misuse of sick or personal days may result in disciplinary action, up to and including discharge.

**E. Unpaid Leave Requests**

1. One (1) time per year, each driver may be granted no more than one (1) week of unpaid leave per school year. Such unpaid leave time shall not be granted for more than one driver during the same time period, and may be only taken during the period of November 1<sup>st</sup> up to the first day of Spring Break. All requests must be submitted, in writing, prior to September 1<sup>st</sup>. Requests submitted prior to September 1<sup>st</sup> will be considered on a seniority basis. Requests submitted after September 1<sup>st</sup> will be considered on a first come, first served basis. Drivers who are granted three (3) or more days shall reimburse the district for health insurance and cash in lieu payments, for all scheduled work days missed, via payroll deduct whenever possible.

2. Drivers receiving insurance benefits who are granted more than three (3) unpaid days shall reimburse the District, beginning on day 3, for the daily cost of health insurance and cash in lieu payments. Reimbursement shall be through payroll deductions whenever possible.
3. Drivers may request an unpaid medical leave for a period of up to three (3) consecutive calendar months. This leave is subject to the Superintendent's approval. The decision to approve or deny the leave is not subject to a grievance. All accrued leave time will be frozen during the unpaid leave. Seniority will be frozen during the unpaid leave, unless the medical leave is an approved Worker's Compensation injury. The Board shall continue to pay the insurance premiums during the unpaid medical leave. Driver's not returning after an unpaid leave will have all benefits cancelled and will be required to reimburse the full monthly insurance benefit premiums for all months they were on the unpaid leave. If repayment is not received within twelve (12) months from invoice date, the Driver's Association agrees to reimburse the district the excess cost between the Legislative cap and actual premiums, or an insurance premium co-pay will be charged to all driver's carrying insurance in order to recoup the excess cost as required by PA 152 of 2011. Driver's returning from such leave will return as a sub and will be guaranteed 80% of their previously scheduled regular route time, excluding mid-day runs. Extra trips driven or other duties assigned to the driver to recoup up to 100% of regular route time shall be paid at the regular rate up to 100% of regular route time being obtained. The Superintendent, at his/her discretion, may extend this unpaid leave period and its provisions for up to three (3) additional months.

**F. Family and Medical Leave Act**

The leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave, with health benefits, in accordance with the Act, for birth, adoption or foster-care placement, or for a serious medical condition affecting themselves or his/her immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leaves granted in this Agreement. A summary of the Act is contained in Appendix D. If an employee has need for such leave, he/she should contact the administrator in charge of personnel to determine eligibility and arrange the terms of the leave.

**ARTICLE VI**  
**GROOMING AND PERSONAL HABITS**

**A. Appearance**

Drivers shall be neat, clean, and dress in good taste, appropriate for school personnel. "Neat and clean" shall be defined by the Transportation Supervisor.

For safety reasons, proper shoes shall be worn at all times. An example of improper shoes is as follows: high heeled boots, high heeled shoes, open heeled sandals or loose fitting shoes, and open toed shoes.

**B. Example**

Bus drivers shall set a good example for the students they transport.

1. Smoking and/or profane language will not be allowed in the bus at any time.
2. Drivers shall not drive a school bus under the influence of alcohol or any other illegal or controlled drug or substance. Drivers found to have used any of the above prior to or during a driving assignment shall be dismissed immediately without recourse.

**ARTICLE VII  
ROUTE ASSIGNMENTS**

**A. Responsibility**

Buses will be assigned by the Transportation Supervisor.

**B. Vacancies**

All driving vacancies will be posted for three (3) working days. When a vacancy occurs, seniority prevails in bidding. In filling a vacancy in a bargaining unit position, the Board agrees to hire outside of the employee ranks only if no qualified internal candidates apply.

1. Drivers and laid-off drivers, by seniority, are to be given first opportunity to sub on regular routes as long as the assignment does not interfere with his/her regular route or create overtime.

**C. Route Times**

Transportation Supervisor will establish route times at the beginning of each school year.

**D. Faculty Personnel**

Faculty personnel possessing appropriate CDL licenses shall not be hired for regular bus routes unless drivers are not available or a problem has developed, making it advisable to employ a teacher.

**E. Athletic Events**

Teachers or others in coaching positions must possess the appropriate CDL license to drive his/her teams to athletic events. Six (6) hours of continued education by State regulations is also required for coaches and teachers.

**ARTICLE VIII**  
**EXTRA TRIPS**

**A. Extra Trips**

All extra trips will be assigned on a rotation basis, according to a seniority list. Each driver may volunteer his/her time for one unposted extra trip per year. Exceptions may be made under unusual circumstances. All other extra trips will be posted and assigned on a rotation basis, according to seniority.

**1. Categories of Extra Trips:**

Field trips  
Athletics  
Weekend  
Emergency Trips

No driver will be allowed to sign up for an extra trip if the estimated run time, when combined with other runs/extra trips, creates an overtime situation.

No driver will be allowed to sign up for an extra trip that interferes with his/her regular route, except for the following conditions:

- a. A driver may leave his/her regular secondary route for a trip that is at least two (2) hours in length. If responsible for a double run, the driver must report to do the regular elementary route.
- b. A driver may leave his/her regular double route for a trip that is at least four (4) hours in length.

**2. Eligibility**

To be considered for extra trips, a driver is required to sign the extra trip sheet. A driver has the choice of taking the extra trip or staying on his/her regular route. No driver will be permitted to take a trip that would require them to be absent from any part of his/her regular route more than twice a week. In addition, no regular routes may be given up to avoid overtime which may result from an extra trip. However, the Transportation Supervisor has the right to deny a trip to a driver if sufficient time is not available before the trip is to depart. If time is available, the driver may accept the extra trip and keep the regular route. Based on availability of drivers, the Transportation Supervisor has the authority to use a substitute on a regular route and use the regular driver on the extra trip, if the regular driver is willing.

**3. Exceptions:**

During the first three weeks of school, and the week after the new route begins, a driver may not take any extra trips which would interfere with

his/her regular route.

**4. Food Allowance**

For extra trips of six hours or more, a food allowance of \$6.00 will be available. Drivers whose consecutive route and extra-trip total is six hours or more are also eligible for a food allowance. (Consecutive is defined as not more than a thirty (30) minute break. Instructions on how to apply for meal reimbursement will be established by the business office and provided to all drivers.

**B. Cooperation**

Drivers will make a concerted effort to drive extra trips when requested by the Transportation Supervisor.

**C. Driver Responsibility**

Drivers are responsible for supervision of buses at "away" activities.

**ARTICLE IX  
EMPLOYEE RESPONSIBILITY**

**A. Requirements**

Each driver must meet all State of Michigan driving requirements.

**B. Physical**

DOT physicals are required of all drivers. Physicals will be given at the Board-designated health provider and will be paid for by the Board. Physicals not taken at the Board-designated health provider will not be reimbursed and driver will be required to retake the physical through the designated provider. (Currently, the Board-designated provider is Spectrum Occupational-Broadmore Avenue.)

1. All drivers will be subject to mandatory random drug testing.

For the 2015-16 School Year, a pilot program is established to allow DOT physicals to be taken by any doctor on the DOT registry. If the Board-designated physician is not used, the driver will pay the fee and then be reimbursed by the District upon submittal of receipt and reimbursement request form. The district will only reimburse up to the amount of the fee required by the Board-designated physician.

**C. Good Physical and Mental Health**

Employees shall possess and maintain sufficient good physical and mental health to adequately perform his/her respective duties. If, in the opinion of the administration there is a question as to the physical and/or mental ability of a driver, the administration has the right to require a valid medical opinion on the driver in question. The expense for this mental and/or physical examination will



be the obligation of the Board and the doctor will be selected by the administration.

1. Any employee who has a mental and/or physical impairment must provide a doctor's statement proving ability to drive a school bus safely. Examples of impairments are diabetes (insulin or diet controlled), epilepsy, color blindness, and any other that would endanger the safety of the students and/or the public. If the employer did not agree with, or questioned the recommendation of, the employee's doctor, the employee will be required to get an opinion from a doctor of the employer's choice. Should the two doctors' opinions differ, a third doctor will be selected who will render the deciding opinion. The second and third opinion would be at the Board's expense.

**D. Bus School**

1. Each driver must carry with him/her, certification of previous bus school completion.
2. Each new driver must attend at least eighteen (18) hours of bus drivers' school.
3. All drivers may be required to attend an in-service (prior to school opening) and other inservice meetings called by the Transportation Supervisor during the school year. Drivers will be paid at the non-driving rate for attending inservice sessions and any required education classes. The Transportation Supervisor shall provide a minimum of five (5) days notice for driver meetings and inservice training, except in case of emergency.
4. All drivers must attend six (6) hours of continual education every two (2) years.

**E. Records**

Each driver shall prepare and maintain all driving records as required by the Transportation Supervisor.

**F. Discipline**

Each driver shall maintain order and discipline on the bus.

**G. Notification of Absence**

In the event of a non-AM absence, the driver shall notify the transportation office at least one (1) hour prior to starting time or as soon as possible for emergency situations. AM absences are to be reported through the AESOP system no later than 5:30 AM of the day of the absence. Substitutes will be arranged by the transportation office.

**H. Bus Maintenance**

1. Each driver shall be held responsible for the cleaning of the inside of her/his bus on a daily basis. When a bus is driven to an extracurricular activity or field trip, the driver of the extra trip is responsible for leaving the bus in clean condition.
2. The outside of the bus shall be washed at least once a week. Lights must be visible at all times.
3. The driver shall fuel the bus as needed within the warm-up time or between runs. Drivers shall be present at all times while fueling a bus or vehicle.
4. The driver shall be responsible for a daily safety inspection report and will notify the mechanic, in writing, of any mechanical problems.
5. The employer shall not require drivers to take out on the streets or highways any vehicle that is not in safe operating condition. A work order must be filed with the mechanic stating a problem relative to the condition of the bus. If a mechanic disagrees with the driver's identification of a problem, the driver shall appeal to the Transportation Supervisor.
6. A fifteen (15) minute warm up time is guaranteed at the current hourly route pay for each double and first single route in A.M., and each double and first single route in P.M. for the duration of this contract. During the period of December 1 through March 31, a twenty (20) minute warm up time will be provided for each double route or single route in the A.M. A ten (10) minute warm up time is guaranteed at the current hourly route pay for each mid-day run and extra trips, excluding any back-to back runs/trips. Back to back is defined as a run/trip that starts 60 minutes or less of a previous run/trip. A fifteen (15) minute warm up time will be allowed for mid-day runs and extra trips if a bus was not started previously in the day or if a driver is switching to a different bus. The time is to be used for keeping buses clean, checking for problems, warming up, contacting parents, fueling buses, etc. If the parent is unable to meet during this time and the driver is required to forfeit a route to meet with the parent, the driver will be paid the regular route time. If the warm up time is abused, pay will be docked accordingly.

**I. Routes**

1. Drivers shall not under any circumstances change stops on the route without approval from the Transportation Supervisor.
2. Drivers have the right to make recommendations on routes and stops to

the Transportation Supervisor.

**J. Tickets and Accidents**

1. Any ticket(s), fine(s) or court costs resulting from a moving violation while operating a school vehicle will be the sole responsibility of the driver. A moving violation shall be defined as relating to the driver's operation of the vehicle.
2. Any damage to a bus or adjoining property where the driver is determined by the District to be at fault will result in at least a letter of reprimand. Serious violation of safe operating procedures may result in immediate discharge. Continued minor carelessness will lead to further discipline up to and including dismissal. Accidents, of any nature, are to be reported verbally to the Transportation Supervisor as soon as safely possible. The written report of such an event is to be completed and submitted within 24 hours of the accident.
3. A driver must maintain a valid license and an acceptable driving record to remain in the employ of the District. Dismissal will be automatic in the event of:
  - (a) state removal of driver's license;
  - (b) suspension or restriction of driver's license; or
  - (c) jeopardizing or increasing the cost of present and/or future fleet insurance coverage to any noticeable degree.

If a driver is charged with a major offense such as operating under the influence of alcohol, driving while visibly impaired, reckless endangerment or other similar serious offenses, he/she will be immediately suspended without pay pending resolution of the charges. If the driver either pleads or is found guilty, he/she will be dismissed immediately. If the driver is found innocent of the charges, back pay will be reinstated. The District retains the right under this section (IX.J.3) to suspend without pay pending resolution of charges for other traffic related offenses and to discipline or discharge for good cause for such traffic related offenses.

- a. Any employee terminated under this section (IX.J.3) may re-apply for a driving position after the offending incident(s) or points have been removed from his/her driving record. The Transportation Supervisor will maintain the right to determine whether to recommend any and all candidates for re-employment.
- b. It is understood that this section (IX.J.3), unless expressly restricted, includes all traffic violations and is not limited to those occurring while driving a school vehicle.

4. Each driver will be responsible for road test costs resulting from points assessed on his/her driver's license.

## **ARTICLE X** **GRIEVANCE PROCEDURE**

A driver who feels that an event, condition or circumstance under which the driver works, allegedly caused by a violation, misinterpretation, or inequitable application of this Agreement, may appeal as follows:

### **Level I:**

All complaints or grievances shall be resolved as soon and as simply as possible. All such complaints shall first be presented informally to the Transportation Supervisor within five (5) working days of the alleged violation. If the problem is not resolved, the driver shall proceed to Level II.

### **Level II:**

Within five (5) working days of the above conference, the alleged violation must be presented in writing, on the form provided in Appendix C, to the Transportation Supervisor. Within five (5) working days, the Transportation Supervisor shall provide a written response. A conference with the driver, the Transportation Supervisor, and an Association representative shall then be held. Following this conference, the Association representative shall report to the officers of the Association and make a determination of the merits of an appeal.

### **Level III:**

If the problem is not resolved at Level II and the officers of the Association feel that the complaint has merit, the Association shall file a Level III appeal form with the Chief Financial Officer or designee in charge of personnel within five (5) working days. The Chief Financial Officer or designee shall respond within five (5) working days.

### **Level IV:**

If the grievance is not resolved at the Chief Financial Officer or designee level, the administration and the Association may jointly agree to seek a solution through the use of a State of Michigan mediator.

### **Level V:**

If arbitration becomes necessary, the Association will notify the Board within ten (10) days of its intent. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the arbitration hearing. The Board and Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the Board or to the Association.

The arbitrator shall have no power to alter, add to, or subtract from, the terms of this

Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction where such award does not conflict with or deny the powers and duties of the Board granted by legislative act.

**ARTICLE XI  
LONGEVITY**

**A. Amount**

<b><u>Year 1</u></b>	<b><u>Year 2</u></b>	<b><u>Year 3</u></b>	<b><u>Year 4</u></b>	<b><u>Year 5</u></b>	<b><u>Year 6</u></b>
\$20.00	\$40.00	\$60.00	\$80.00	\$100.00	\$120.00

<b><u>Year 7</u></b>	<b><u>Year 8</u></b>	<b><u>Year 9</u></b>	<b><u>Years 10-11</u></b>	<b><u>Years 12-14</u></b>	<b><u>Years 15-17</u></b>
\$140.00	\$160.00	\$180.00	\$200.00	\$225.00	\$250.00

<b><u>Years 18-20</u></b>	<b><u>Years 21-23</u></b>	<b><u>Years 24-26</u></b>	<b><u>Years 27-29</u></b>	<b><u>Year 30</u></b>
\$275.00	\$300.00	\$325.00	\$350.00	\$375.00

**B. Severance/Retirement**

Upon severance after a minimum of seven (7) years employment with Lowell Area Schools, employees will be compensated at the rate of \$7.50 per day for each day of unused sick leave, up to 50 days, and \$10.00 per day over 50 accumulated days. Severance shall include resignations and resignation after layoff. Any employee retiring with MPSERS and having fifteen (15) years of employment and announcing 30 days prior to the effective date, shall receive \$15.00 per day for each accumulated day.

**ARTICLE XII  
INSURANCE**

**A.** Medical insurance eligibility will be based on two levels of qualifications as follows:

- a. Current employees eligible for benefits as of June 1, 2015, will maintain eligibility for Plan A benefits (as listed below) based on the average of all hours worked in the area of Transportation being equal to or greater than 25 hours for the measurement period of January 1, 2015 through December 31, 2015.
- b. Employees not eligible per a. above, will establish eligibility for Plan A benefits (as listed below) based on the average of all hours worked in the area of Transportation being equal to or greater than 30 hours for the measurement period of January 1, 2015 through December 31, 2015.

- c. It is understood the District may grant coverage based on regularly scheduled bid runs, based on eligibility criteria as stated in a. and b. above, prior to the determination of eligibility at the end of the measurement period. It is also understood that a driver with reduced hours will be subject to the Affordable Care Act guidelines in determining eligibility for this insurance.
- d. All employees electing a medical insurance plan, will contribute an additional premium co-pay amount of \$5/\$10/\$20 per month for single/double/family plans. This is an additional amount to all other caps, or co-pays established.

**PLAN A:** Those electing/eligible for this insurance plan will receive the following benefits including his/her eligible dependents as defined by the insurance carrier:

**Health -** Priority Health: Health Savings Account Plan - \$ 1,300/\$2,600 in-network deductible and \$3,000/\$6,000 out of network deductible with \$10/\$40 prescription card (after deductible). Legislative Caps will be used for maximum contribution by the District for this medical premium. Employee is responsible for any premium in excess of the 2015-16 legislative caps.

**Dental -** ADN/Associated Mutual – Fully insured 100/50/50 Plan with \$1,000 yearly maximum and \$500 lifetime maximum on orthodontics. Employee will pay 10% of this annual premium.

**Vision -** NVA –Fully insured Plan. Employee will pay 10% of this annual premium.

**Life -** \$10,000 life with AD&D. Employee will pay 10% of this annual premium.

Employee may elect cash in lieu of medical insurance for all Transportation hours worked in the amount of \$180 per month for drivers averaging 30 hours or more/ \$20 per month cash in lieu of medical insurance for drivers averaging 25 – 29.9 hours per month.

- B.** Drivers not eligible for Plan A via Section (1)(a) above who average at least twenty-five (25), but less than thirty (30) hours per week based on all Transportation hours worked during the measurement period of January 1, 2015 through December 31, 2015 will be eligible for Plan B (as listed below).

**PLAN B:** Those electing/eligible for this insurance plan will receive the following benefits including his/her eligible dependents as defined by the insurance carrier:

**Dental -** ADN/Associated Mutual – Fully insured 100/50/50 Plan with \$1,000

yearly maximum and \$500 lifetime maximum on orthodontics. Employee will pay 10% of this annual premium.

**Vision** - NVA –Fully insured Plan. Employee will pay 10% of this annual premium.

**Life** - \$10,000 life with AD&D. Employee will pay 10% of this annual premium.

- C. For drivers averaging 18-24 hours per week based on all Transportation hours worked during the measurement period of January 1, 2015 through December 31, 2015, the District will provide life insurance of \$10,000. Employee will pay 10% of this annual premium.
- D. All employee annual premium contributions will be calculated annually and deducted over 19 pay periods through payroll deduction. The employee may elect to make the payroll deduction through a Section 125 Plan, if eligible.
- E. The subsequent measurement period for averaging all Transportation hours worked will be from January 1, through December 31 and will exclude hours worked during Christmas break, spring break, and hours worked between the last student day through the first student day of the upcoming school year.

**ARTICLE XIII**  
**STRIKES AND WORK STOPPAGES**

Neither the Drivers Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its employees take part in any strike or stoppage of work for any purpose whatsoever.

It is agreed by the Drivers Association that the Board, in the event of violation of the terms of this Article, shall have the right, in addition to the foregoing, and any other remedies available at law, to seek injunctive relief and damages against the Association.

**ARTICLE XIV**  
**WAGES**

<b>A.</b>	<b><u>Wages</u></b>	<b><u>2015-2016</u></b>
	Regular	17.96
	Drop-only Extra Trips	17.96
	Extra Trips	12.38
	Non-Driving	9.11

Drivers called in to sub for a mid-day run are guaranteed not less than one (1) hour including 10 minutes warm up time.

**B. Overtime**

Overtime must be approved in advance by the Transportation Supervisor. Drivers are responsible for declining extra trips or substitute runs that will create overtime. Intentional violation of these overtime restrictions may result in discipline.

No driver will be forced to take time off because his/her regular route, which was approved by the Transportation Office, creates overtime.

Time and a half will be paid for all approved overtime over forty (40) hours per week.

**ARTICLE XV  
OTHER FINANCIAL MATTERS**

**A.** Eligible drivers will receive longevity pay the first payday in November each year.

**B.** Beginning in 2006-07, and every third year thereafter, all-weather jackets will be provided to all regular drivers. The total cost, including embroidery and shipping, shall not exceed \$4,000.00.

Jackets may not be worn in establishments that serve alcohol. Violation of this rule may result in disciplinary action.

**C.** All drivers will receive reimbursement of Chauffeur's License and CDL. Drug testing and driver physicals will be provided by the Board. If the driver is required to go off-site for drug testing, the non-driving hourly rate, plus mileage will be paid.

**D. Holidays**

All drivers will be entitled to the following paid holidays:

- Christmas Eve Day
- Christmas Day
- Day Before Thanksgiving (if school is not scheduled\*)
- Thanksgiving Day
- Friday after Thanksgiving
- Memorial Day
- Good Friday (if school is not scheduled\*)
- New Year's Eve Day
- New Year's Day
- Labor Day



Drivers must work his/her regularly scheduled morning and afternoon routes/runs before and after the holiday to receive the paid holiday benefit.

\* Scheduled is understood to include student days that may have been on the original school calendar, and student days that may be scheduled/added after the start of the school year.

**E. Unexpected School Closings**

1. In the event that a single school building of the Lowell District, but not the entire District, is closed due to mechanical failure, an act of God, etc., drivers losing driving time because of the closing will be paid the lost time, unless the canceled classes are rescheduled to be made up at a later date during the school year.
2. On days when the entire District is closed due to an Act of God, drivers losing time will be paid for up to two (2) days per year of lost time. (It is understood the first two (2) Act of God days of the school year are to be paid, not the first two (2) snow days of an employee's tenure.) For Act of God days greater than two (2), drivers can elect to use a personal leave day (primary day to be used), or a sick day if no personal leave days are available, to receive regularly scheduled route pay for that day. Driver must notify the District on that week's time card, or via e-mail no later than 5 business days, after the Act of God day of the intent to utilize an accumulated leave day.
3. Lowell drivers who drive to out of district schools as part of his/her regular routes will be paid normal bid time when out of district school is unexpectedly canceled or delayed, unless the canceled classes are rescheduled to be made up at a later date during the school year.

This Agreement pertains to the daily routes, mid-day runs taking students to and from school and does not include any extra trips (athletics, or field trips).

**ARTICLE XVI**  
**DURATION OF AGREEMENT**

**A. Effective Dates**

This Agreement shall be effective as of July 1, 2015 and shall continue in effect until June 30, 2016.

**B. Expiration Limits**

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

For the Association:

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

For the Board of Education:

\_\_\_\_\_  
Designee

\_\_\_\_\_  
Date

**APPENDIX A**  
**BUS DRIVER SENIORITY LIST FOR ROUTE BIDDING**

Valerie Allen	08/30/88
Terri Anstett	12/22/95
Bill Collins	09/16/96
Cyndy McMillin	01/06/97
Allison Mahalic	02/03/97
Howard Burton	10/19/98
Amy Cook	01/20/00
Lynne Kuzmin	09/18/00
Cheryl Pratt	09/18/03 (1)
Jan Herb	09/18/03 (2)
Deb Schuitema	11/01/04
Tami Griffeth	11/28/05
Catherine Wisner	09/25/06
Paula Griffeth	09/24/07
Nikki Bennett	03/27/08
Marcy Gauck	09/24/08
Anita Piell	12/02/08
Bob Graham	10/05/09 (1)
Loretta Riley	10/05/09 (2)
Brenda Weaver	09/06/11
Dale Hollister	09/26/12
Nan Nickson	11/25/13 (1)
Denny Huver	11/25/13 (2)
Tracie Fisher	10/06/14
Beckie White	01/05/15
Amy Ettinger	04/14/15
Crystal Backing	08/21/15 (1)
LeighAnn Monger	08/21/15 (2)
Marc Zandstra	08/21/15 (3)

Seniority date reflects date of hire as noted on the status change form on file in the payroll office.

**APPENDIX B**  
**GUIDELINES**  
**POOLED SICK DAYS - PURPOSE AND INTENT**

- Extended serious illness/condition which may require a physician's verification.
- Pooled sick days are for the specific intended incident. They will not be banked to be used in the future for that same person to use at a later time.
- Pooled sick days are drawn at random to be given to the affected employee. Those days not drawn are returned to the original donor.
- Original requests to use sick pool days must originate through the appropriate Association President or his/her designee.
- Pooled sick days are not intended to be used for short term, intermittent illness.

**APPENDIX C  
GRIEVANCE FORM - LEVEL II**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

Contract Paragraph Violated \_\_\_\_\_

Violation:

-----  
Proposed Remedy:

-----  
Transportation Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Response:

**GRIEVANCE FORM - LEVEL III**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

Signature of Association Officers Verifying Merit:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

-----  
Assistant Superintendent's Response:

Assistant Superintendent \_\_\_\_\_ Date \_\_\_\_\_

## APPENDIX D

### Fact Sheet No. 028

#### THE FAMILY AND MEDICAL LEAVE ACT OF 1993

The U.S. Department of Labor's Employment Standards Administration, Wage and Hour Division, administers and enforces the Family and Medical Leave Act (FMLA) for all private, state and local government employees, and some federal employees. Most Federal and certain congressional employees are also covered by the law and are subject to the jurisdiction of the U.S. Office of Personnel Management or the Congress.

FMLA became effective on August 5, 1993, for most employers. If a collective bargaining agreement (CBA) was in effect on that date, FMLA became effective on the expiration date of the CBA or February 5, 1994, whichever was earlier. FMLA entitles eligible employees to take up to 12 weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. The employer may elect to use the calendar year, a fixed 12-month leave or fiscal year, or a 12-month period prior to or after the commencement of leave as the 12-month period.

The law contains provisions on employer coverage; employee eligibility for the law's benefits; entitlement to leave, maintenance of health benefits during leave, and job restoration after leave; notice and certification of the need for FMLA leave; and, protection for employees who request or take FMLA leave. The law also requires employers to keep certain records.

#### **EMPLOYER COVERAGE**

FMLA applies to all:

- public agencies, including state, local and federal employers, local education agencies (schools), and
- private-sector employers who employed 50 or more employees in 20 or more workweeks in the current or preceding calendar year and who are engaged in commerce or in any industry or activity affecting commerce — including joint employers and successors of covered employers.

#### **EMPLOYEE ELIGIBILITY**

To be eligible for FMLA benefits, an employee must:

- (1) work for a covered employer;
- (2) have worked for the employer for a total of 12 months;
- (3) have worked at least 1,250 hours over the previous 12 months; and
- (4) work at a location in the United States or in any territory or possession of the United States where at least 50 employees are employed by the employer within 75 miles.

## LEAVE ENTITLEMENT

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

- for the birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition.

Spouses employed by the same employer are jointly entitled to a combined total of 12 work-weeks of family leave for the birth and care of the newborn child, for placement of a child for adoption or foster care, and to care for a parent who has a serious health condition.

Leave for birth and care, or placement for adoption or foster care must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently — which means taking leave in blocks of time, or by reducing his/her normal weekly or daily work schedule.

- If FMLA leave is for birth and care or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.
- FMLA leave may be taken intermittently whenever medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work.

Also, subject to certain conditions, employees or employers may choose to use accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. The employer is responsible for designating if an employee's use of paid leave counts as FMLA leave, based on information from the employee.

**"Serious health condition"** means an illness, injury, impairment, or physical or mental condition that involves either:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
  - Continuing treatment by a health care provider which includes any period of incapacity (i.e., inability to work, attend school or perform other regular daily activities) due to:
- (1) A health condition (including treatment therefor, or recovery therefrom) lasting more than three consecutive days, and any subsequent treatment or period of



- incapacity relating to the same condition that also includes:
- treatment two or more times by or under the supervision of a health care provider; or
  - one treatment by a health care provider with a continuing regimen of treatment; or
- (2) Pregnancy or prenatal care. A visit to the health care provider is not necessary for each absence; or
  - (3) A chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity (e.g., asthma, diabetes). A visit to a health care provider is not necessary for each absence; or
  - (4) A permanent or long-term condition for which treatment may not be effective (e.g., Alzheimer's, a severe stroke, terminal cancer). Only supervision by a health care provider is required, rather than active treatment; or
  - (5) Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (e.g., chemotherapy or radiation treatments for cancer).

**"Health care provider"** means:

- doctors of medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctors practice; or
- podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of his/her practice, under state law; or
- nurse practitioners, nurse-midwives and clinical social workers authorized to practice, and performing within the scope of his/her practice, as defined under state law; or
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts; or
- Any health care provider recognized by the employer or the employer's group health plan benefits manager.

**MAINTENANCE OF HEALTH BENEFITS**

A covered employer is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. If applicable, arrangements will need to be made for employees to pay his/her share of health insurance premiums while on leave.

In some instances, the employer may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

## **JOB RESTORATION**

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment.

In addition, an employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy.

Under specified and limited circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, an employer may refuse to reinstate certain highly-paid "key" employees after using FMLA leave during which health coverage was maintained. In order to do so, the employer must:

- notify the employee of his/her status as a "key" employee in response to the employee's notice of intent to take FMLA leave;
- notify the employee as soon as the employer decides it will deny job restoration, and explain the reasons for this decision;
- offer the employee a reasonable opportunity to return to work from FMLA leave after giving this notice; and
- make a final determination as to whether reinstatement will be denied at the end of the leave period if the employee then requests restoration.

A **"key"** employee is a salaried "eligible" employee who is among the highest paid ten percent of employees within 75 miles of the work site.

## **NOTICE AND CERTIFICATION**

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable.

Employers may also require employees to provide:

- medical certification supporting the need for leave due to a serious health condition affecting the employee or an immediate family member;
- second or third medical opinions (at the employer's expense) and periodic recertification; and
- periodic reports during FMLA leave regarding the employee's status and intent to return to work.

When intermittent leave is needed to care for an immediate family member or the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to unduly disrupt the employer's operation.

Covered employers must post a notice approved by the Secretary of Labor explaining rights and responsibilities under FMLA. An employer that willfully violates this posting requirement may be subject to a fine of up to \$100 for each separate offense.

Also, covered employers must inform employees of his/her rights and responsibilities under FMLA, including giving specific written information on what is required of the employee and what might happen in certain circumstances, such as if the employee fails to return to work after FMLA leave.

### **UNLAWFUL ACTS**

It is unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided by FMLA. It is also unlawful for an employer to discharge or discriminate against any individual for opposing any practice, or because of involvement in any proceeding, related to FMLA.

### **ENFORCEMENT**

The Wage and Hour Division investigates complaints. If violations cannot be satisfactorily resolved, the U.S. Department of Labor may bring action in court to compel compliance. Individuals may also bring a private civil action against an employer for violations.

### **OTHER PROVISIONS**

Special rules apply to employees of local education agencies. Generally, these rules provide for FMLA leave to be taken in blocks of time when intermittent leave is needed or the leave is required near the end of a school term.

Salaried executive, administrative, and professional employees of covered employers who meet the Fair Labor Standards Act (FLSA) criteria for exemption from minimum wage and overtime under Regulations, 29 CFR Part 541, do not lose his/her FLSA-exempt status by using any unpaid FMLA leave. This special exception to the "salary basis" requirements for FLSA's exemption extends only to "eligible" employees' use of leave required by FMLA.

The FMLA does not affect any other federal or state law which prohibits discrimination, nor supersede any state or local law which provides greater family or medical leave protection. Nor does it affect an employer's obligation to provide greater leave rights under a collective bargaining agreement or employment benefit plan. The FMLA also encourages employers to provide more generous leave rights.

### **FURTHER INFORMATION**

The final rule implementing FMLA is contained in the January 6, 1995, Federal Register. For more information, please contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

## APPENDIX E

### Bus Driver Attendance Guidelines

In agreement, the bus drivers and administration of Lowell Area Schools feel consistent attendance is beneficial to the students and community we serve. To that end, the following guidelines for attendance have been developed.

- Regular attendance shall be expected.
- Absences shall be kept to a minimum and should not exceed the annual contract year allowances provided within the contract.
- Personal business days shall be used in accordance with and for reasons outlined in the contract. The district has the right to inquire as to the reason when more than two (2) consecutive personal business days are being requested.
- Absences are neither excused nor unexcused when the district is notified timely.
- The administration may require a physician's statement to verify the immediate need for a surgery or the ability to perform/return to a driver's duties.
- Staff members shall follow the established procedure for notification of an absence to the Director of Transportation or designee. Failure to not notify the district prior to the time your run begins will result in immediate disciplinary action.
- Excessive absence shall be defined as any absence beyond the annual contract year allowances provided in the contract.
- "Annual contract year allowances" are defined to be sick leave, personal days, up to five (5) days of bereavement if used, and up to five (5) days of approved unpaid leave as stated in Article VI(E) if used. Unpaid days granted, but not covered by Article VI(E), are counted as an absence when calculating your total leave time for mid-day run eligibility.
- Progressive discipline shall be used for continued (within the same school year) or repeated (occurring in multiple school years) occurrences of excessive absences. This process may include the following actions:
  - verbal warning
  - written reprimand
  - unpaid suspensions
  - dismissal

Disciplinary action may be accelerated based on facts and circumstances. The district shall be the sole decision maker of any disciplinary actions.

## APPENDIX F

### Bus Driver Bid Meeting Guidelines

#### Setting of times:

- Small group of drivers may drive all routes to help establish bid time, prior to posting, if needed.
- Adjustment period will be weeks 2 and 3.
- Versa-Trans – pretty accurate for setting initial bid times.
- Ride along to verify adjustments.
- Per the contract, setting of route times is a function of the office and therefore not a seniority right for additional work.

#### Posting of Routes/Runs:

- Post detailed routes in Transportation Office at least 10 days in advance.
- Post a summary of routes on website.
- Set a bid date: 3<sup>rd</sup> week of August.
- Send Bid Meeting notice via regular mail when all items are posted and available for review.

#### Seniority Based Route/Run Selection

- Highest to Lowest for selection order.
- All routes/runs will be posted, including mid-day runs.
- Person selects all runs desired to fill her/his schedule, then next person selects in same manner.

#### Parameters of when routes change:

- If change is 10 min or less not a problem.
- If changes 0-10 min and insurance changes then route exchange possible.
- Route changes due to time adjustment will only be done beginning with the person with equal or less than the new total route time down the seniority list.
- If changes require a route exchange, this will take place only once between weeks 3 and 5.

#### Miscellaneous:

- 1<sup>st</sup> three weeks paid on actual clock time then paid on bid-time.
- Breakdowns/Additional times paid as actual time worked. Breakdowns and additional time will be hand written on the time card with a brief explanation and brought to the supervisor's attention on the day the additional time is worked. This is subject to Supervisor's approval.
- Guaranteed bid time is the paid time after week 3.
- School start date...after Labor Day (no new language that we are aware of).
- Clear guidelines for buildings to make sure transportation has "new student" list.

- Carry-over of insurance for that period? (Insurance can be initiated and then removed at start of next full month.)
- Accumulated time would continue to look like (1/3 days for drivers with mid-day runs and 1/2 days for all other drivers). Actual time worked and leave time cannot exceed the total bid route guaranteed time.

All other current contract language remains.