

**THIS AGREEMENT**, entered into this 1<sup>st</sup> day of July, 2012, by and between the Roscommon Area Public School Board, herein after called the "Board," and Teamsters State, County and Municipal Workers, Local 214, hereinafter called the "Union."

WITNESSETH WHEREAS the Board has a statutory obligation, pursuant to Act 379 of Michigan Public Acts of 1965, to bargain with the Union as the representative of its certified unit with respect to hours, wages, terms and conditions of employment.

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE 1**  
**RECOGNITION**

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, bus drivers, mail-meal carriers classified under bus drivers, but excluding supervisors. All personnel shall, unless otherwise indicated hereinafter, be referred to as "employees" and references to male personnel shall include female personnel.

B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in this Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Business Representative of the Union, the President of the Board of Education of the Roscommon Area Public Schools, parties to this Agreement.

D. Substitute employees will not work more hours than regular or part-time employees, if within the Board's control. It is understood that, if regular or part-time employees, they must possess the present ability to perform the work.

E. When used in this Agreement, the term "Board" shall mean the Roscommon Area Public Schools, its Board of Education, and, where appropriate, its Superintendent or administrative employees.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers, and authority the Board has used prior to this Agreement are retained by the Board.

B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and exercised accordingly by the Board. Such rights shall include, by way of illustration, and not by way of limitation, the right to:

- (1) Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Board.
- (2) Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing; but not in conflict with the specific provisions of this Agreement and the right to establish or modify business or school hours or days.
- (3) The right to direct the working forces, including the right to hire, promote, suspend and discharge non-probationary employees for just cause, transfer employees, assign special trips to employees, determine the size of the work

force, and to layoff employees, but not conflict with the provisions of this Agreement.

- (4) Determine the services, supplies, and equipment necessary to continue its operation and to determine methods and standards of operations, the means, methods, and processes of carrying on the work, including automation or changes therein, the institution of new and/or improved methods or changes therein.
- (5) Adopt reasonable rules and regulations.
- (6) Determine the qualifications of employees, including physical conditions.
- (7) Determine the number and location or relocation of its facilities, including the establishing of relocations of new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
- (8) Determine the placement of operations, production, service, maintenance, and the source of materials and supplies.
- (9) Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- (10) Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- (11) Determine the policy affecting the selection, testing, and training of employees, provided that selection be based on lawful criteria.
- (12) Determine methods and means to carry on the operation of the schools.
- (13) The management and administrative control of the school system, and its properties and facilities, and the activities of its employees during working hours.

- (14) Establish hiring procedures and qualifications.
- (15) Establish courses of instruction and in-service training programs for employees, including special programs.

C. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested in the Board.

D. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours, are vested in the Board.

### **ARTICLE 3** **UNION SECURITY**

A. Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to a legally permissible amount determined through appropriate procedures not to exceed Union dues. For present employees, such payments shall commence with the first pay thirty-one (31) days after the effective or execution date hereof, whichever is later; and for new employees, with the first pay thirty-one (31) days after the date of employment.

C. If any provisions of the Article are invalid under the federal law or the laws of the state of Michigan, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be renegotiated for the purpose of adequate replacement.

D. During the period of time covered by this Agreement the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union; provided, however, that the Union presents to the Board authorizations, signed by each employee, allowing such deductions and payments to the Union.

- (1) Amount of initiation fee and dues will be certified to the Board by the Secretary-Treasurer of the Union.
- (2) Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues.
- (3) Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Board.

E. The Union agrees to indemnify and save harmless the Board and its individual members from all claims, expenses, and liabilities, including legal costs which may occur in connection with this Article.

F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued thirty (30) days after written notice of the fact is given to the Board, if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to written notification of the Board by the Union that the employee has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Union may post notices on any bulletin board ordinarily designated for the Union's use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, available information concerning the financial resources of the District, and such other information as will assist the Union in developing intelligent, accurate, informed, and constructive collective bargaining proposals, together with information which may be necessary for the Union to process any grievance or complaint. However, nothing herein shall be construed to require the Board to provide information which would not be available pursuant to the Michigan Freedom of Information Act or expand the Board's obligations under that legislation.

#### **ARTICLE 4** **STEWARDS AND ALTERNATES**

A. The Board recognizes the right of the Union to appoint and/or elect from the seniority list a Steward and one (1) Alternate Steward. One (1) Steward representing bus drivers and mail/meal carriers and their appropriate alternates. Their duties and responsibilities shall include the investigation and presentation of grievances with the Board and/or its representatives. During contract time two (2) Stewards will be elected for negotiation purposes.

B. Stewards will investigate grievances during non-working hours. However, in the case of discharge and/or in the case of a ten (10) day or more suspension, the Steward will be permitted, without loss of time or pay, during regular working hours, to investigate the incident and present the grievance to his/her immediate supervisor, if such time is approved by the employee's immediate supervisor.

C. Employees who are discharged will be given the opportunity to meet with the Steward prior to leaving the Employer's property.

D. The authority of Stewards and alternates so designated by the Union shall be limited to and not to exceed the following duties and activities.

- (1) The investigation and presentation of grievances with the Board or its designee, in accordance with the provisions of this bargaining Agreement. Permission may be granted by the immediate supervisor and/or his designee in the proper investigation and presentation of said grievance.
  - (2) The transmission of messages and information originating with or authorized by the Union or its officers and provided such messages have:
    - a. been reduced to writing; or,
    - b. if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.
- E.(1) Stewards will be allowed time off to attend grievances at Step 4.
- (2) For the purpose of layoff and recall, the Steward shall head the seniority list, provided he/she has the present ability to perform the work available.
  - (3) The Board shall be notified by the Union, in writing, of the names of the Steward and alternates.
    - a. Alternates shall serve only in the absence of the regularly assigned Steward.
  - (4) The authority of the Union Steward shall be limited to the acts or functions which said Stewards are authorized to perform in this Agreement.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

A. It is mutually agreed that all grievances, disputes, or complaints arising under and during the terms of this Agreement shall be settled in accordance with proceedings

provided. Every effort shall be made to adjust controversies and disputes in an equitable manner between the Employer and the Union.

B. For the purpose of this Agreement, a grievance is defined as a problem or complaint submitted by a member of the bargaining unit involving an alleged violation and/or interpretation of the expressed terms and conditions of this contract. As used in this Article, the term "member bargaining unit" shall also mean a group of members having the same grievance.

C. The following matters shall not be the basis for grievances under the procedures outlined in this Article.

- (1) The termination of services or failure to re-employ any probationary employee.

D. The Union shall designate one (1) representative to handle grievances when requested by the grievant. The Board hereby designates the supervisor to act as its representative at Step 1 and 2 as hereafter described, and the Superintendent and his/her designated representative to act at Step 3 as hereinafter described.

E. The term "days" as used herein shall mean workdays.

F. Written grievances as requested herein shall contain the following:

- (1) It shall be signed by the grievant or grievants.
- (2) It shall contain a synopsis of the facts giving rise to the alleged violation.
- (3) It shall cite the Section or Subsection of this contract alleged to have been violated.
- (4) It shall contain the date of the alleged violation.
- (5) It shall specify the relief requested.

G. Step (1) Oral

An employee alleging a violation of the expressed provisions of this contract shall, within ten (10) days of its alleged occurrence, orally discuss the grievance with the supervisor in an attempt to resolve same. If no resolution is obtained within five (5) days

of the discussion, the employee shall reduce the grievance to writing and file the written grievance with the supervisor and the superintendent, or his/her designated agent, within five (5) days of said discussion.

Step (2) Written

Within five (5) days of the receipt of the grievance, the supervisor, or his/her designated agent, shall render a written response to the grievant and designated Union representative. Within five (5) days of receiving the written response, and the grievance is not resolved, the Union may proceed to Step 3.

Step (3) Grievance Disposition Appeal

The Union business representative or steward shall contact the Superintendent or his/her designee to arrange a meeting with the grievant and designated Union representatives to discuss the grievance. Within five (5) days of this meeting, the Superintendent or his/her designees shall render his/her decision in writing, transmitting a copy of the same to the grievant, the Union business representative, steward, and the supervisor.

Step (4) Appeal Review

If no decision is rendered within five (5) days following the meeting or the decision is unsatisfactory to the grievant and the Union, the grievant and/or the Union may appeal same to the Board of Education by filing such written grievance, along with the decision of the Superintendent, with the Secretary of the Board, who will place same on the agenda at the next meeting. Within ten (10) days from the next Board meeting, the Board shall allow the grievant and/or the Union representative an opportunity to be heard at a hearing scheduled to discuss the grievance. The hearing may be open or closed, at the option of the grievant, only if within the confines of Michigan Law Public Act 267. Within ten (10) days from the hearing of the grievance, the Board may hold hearings herein or otherwise

investigate the grievance; provided, however, that in no event, except with the express written consent of the Union, shall final determination of the grievance be made by the Board more than ten (10) days after the initial hearing. Copies of the written decision shall be forwarded to the Superintendent, supervisor for the program in which the grievance arose, the grievant, Union Steward, and Local 214 representative.

Step (5) Review by Local 214 Grievance Panel

In the event the grievance is not satisfactorily settled at Step 4, the Union shall have thirty (30) days in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to the Teamsters Local 214 Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within thirty (30) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration, in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days, it will be considered closed on the basis of the last disposition.

Step (5a) Arbitration

In the event the grievance has not been satisfactorily settled in Step 4, either party may submit the subject to arbitration, provided such submission is made within ten (10) working days after the receipt of the last Step answer. All matters submitted to arbitration shall be within the time specified above, and normal arbitration rules shall govern the arbitration hearing. The arbitrator shall have no power or authority to alter, amend, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the

award of the arbitrator, and that costs of any arbitration proceedings under this provision shall be borne equally between the parties, except that each party shall pay the expenses of its own witnesses.

#### Step (5b) Arbitrator Selection

The demand for arbitration must be filed with the Federal Mediation and Conciliation Service within ten (10) days of the receipt of the Board's answer.

H. In the event that a grievance is upheld as a result of arbitration, no claim for back pay or other benefits based thereon shall exceed the pay and other benefits to which the grievant would have been entitled, except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state) and any compensation for personal services received from any source during the period of back pay.

I. Any grievance not appealed in the aforementioned time stipulations shall be deemed settled on the basis of the last response. This and all other time limits, however, may be extended by mutual consent of the parties.

J. A grievance may be withdrawn at any time without prejudice by the aggrieved.

(1) The Board shall allow their employees the proper time off from their job, with pay, when grievance meetings are held during the regular work day.

### **ARTICLE 6** **DISCIPLINE – DISCHARGE**

A. When the Employer feels disciplinary action is warranted, and after an investigation of the incident has been completed by the Board or their designee, and if the Employer feels disciplinary action is warranted, such action must be taken within ten (10) days upon the completion of the investigation.

B. Any employee who is discharged or disciplined shall be given written notice specifying the reason for the discharge or discipline.

C. Employees shall be subject to disciplinary action for reasons such as, but not limited to, insubordination or violation of Employer's rules and regulations. Employee incompetence shall also subject the employee to demotion or termination.

D. Administrative actions which result in suspension or discharge of employees shall be immediately subject to Step 2 of the Grievance Procedure.

E. Nothing contained in this Article shall be construed as limiting the Employer's right to discipline or discharge probationary employees.

**DISCIPLINE: PENALTY FOR VIOLATING RULES AND REGULATIONS**

Employees violating any of the rules and regulations of the district shall be disciplined in the following manner:

First Offense - Written warning

Second Offense - Up to a three (3) day layoff without pay

Third Offense - Disciplinary action up to and including discharge

It is understood that the sequence of disciplinary action stated above need not be followed in the order listed. The severity and the nature of the employee's violation would determine the penalty to be assessed by the Employer.

It is understood that employees shall be disciplined for excessive absenteeism, not caring for their bus and equipment, disobeying orders, drinking or being intoxicated on the job, theft, points on their driving record, not completing reports and forms.

F. Employees recognize the importance of their jobs and responsibilities in providing safe and timely transportation to the students. If the Board feels an employee is guilty of unauthorized absence or of repeated tardiness, the employee will be called aside and counseled in private. If requested by the driver, the supervisor will submit a list of those dates that such infractions occurred.

The employee has the right to challenge any of the dates listed.

G. If the Board feels an employee is guilty of repeated absence or tardy abuse, said employee shall be called in and orally warned. If there is subsequent abuse, said employee will be called in a second time and given a written reprimand; and, if there is additional abuse, said employee will be called in a third time, at which time said employee shall be subject to disciplinary action, up to and including three (3) days off without pay. Further absence or tardy abuse within a twenty-four (24) month period may result in the dismissal of the employee.

## **ARTICLE 7** **SENIORITY**

A. A newly hired employee shall be on probationary status for sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the probationary period the employee's work performance is unsatisfactory, he/she may be dismissed by the Employer during this period without recourse of appeal by the Union. Probationary employees who are absent during the first sixty (60) days of employment shall work additional days equal to the number of days absent, and such employee shall not have completed his/her probationary period until these additional days have been worked.

All regular bus drivers shall serve a probationary period, uninterrupted by any type of service break, during which time they will be termed probationary employees. Probationary employees' service with the Employer may be terminated at any time by the Employer, at its sole discretion, and neither the employee so terminated nor the Union shall have recourse to the Grievance Procedure of such termination. Fringe benefits will become effective the sixty-first (61st) working day of employment.

B. After satisfactory completion of the probationary period, seniority and sick day accumulation shall be retroactive to the date of hire.

C. An employee will lose his/her seniority and terminate his/her employment with the Board for the following reasons:

- (1) Employee quits or retires subject to the following provisions and exceptions:
  - a. An employee desiring to resign shall submit his/her resignation in writing to his/her supervisor a minimum of two (2) weeks prior to the effective date of resignation.
  - b. Any employee who resigns after one (1) year of service shall not forfeit his/her right to accrued benefits.
  - c. Any employee who leaves this employment in good standing with the Employer may be re-employed with the ability to regain all accrued seniority, if said employee has completed three (3) years of continuous service during each phase of employment.
- (2) Employee is discharged, and the discharge is not reversed.
- (3) Employee is absent for five (5) working days without notifying his/her supervisor, in proper cases exceptions may be made.
- (4) If the employee fails to return to work when recalled from layoff as set forth in the recall procedure.
- (5) If the employee falsifies pertinent information on his/her application for employment (the falsification may come to light sometime after the employee's date of hire or date of acquiring seniority).

This Subsection will apply for only the first twenty-four (24) months of employment, except falsification of physical condition, which may be extended.

D. An agreed to seniority list shall be made available to each employee covered by this Agreement on or about July 1 of each year. Such list shall contain date of hire. The seniority list shall have at least two (2) departments, including, but not limited to the following: bus drivers, and mail-meal carriers.

E. When more than one (1) employee is hired on the same day, seniority will be determined by alphabetical sequence of last name.

F. Seniority will apply for bumping and lay-off, as defined in Article XII, Bumping Procedures.

G. Steward of the Union will be notified in writing whenever there is a new employee hired within the bargaining unit.

H. Annually, at a date after bus runs are finalized for payroll purposes, the representatives of the Union will meet with the transportation supervisor and determine the following for retirement purposes.

- (1) An hour value for each driver's run.
- (2) For those drivers signing up for additional driving, special trips, etc., an additional hour value to be determined and added to their regular run hours.
- (3) Either party may request a meeting to re-evaluate any special circumstances that may appear.

Annually, the Administration will make available to the Union a seniority list indicating date of hire.

## **ARTICLE 8** **LAYOFF AND RECALL**

A. The word lay-off means a reduction in the work force due to a decrease of work, funds, or scheduling that results in a need for fewer employees.

B. In order of layoff, probationary employees first, regular drivers by bargaining unit seniority second. Regular drivers who are laid off have the option to bump into sub driving assignments. Non-bargaining unit employees will not be used to replace laid off drivers.

C. Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff. At the same time the employee is notified, the Union shall receive a list of the affected employees.

**RECALL PROCEDURE:**

When the working force is increased after a lay-off, employees will be recalled according to seniority, with the most-senior employee laid off being recalled first. Notice of recall shall be sent to the employee at his/her last known address by mail. An employee recalled to work shall notify the Board of his/her intent to return within seven (7) calendar days from receipt of recall notice. If an employee fails to do so, he/she may be considered a quit. If an employee fails to report for work within ten (10) calendar days from the date of mailing of notice of recall or on the date set forth on the recall notice, he/she shall be considered a quit.

**ARTICLE 9**  
**JOB BIDDING**

A. Drivers returning to work in the new school year will remain on their prior routes until the fall count day on the 4<sup>th</sup> Friday of the new school year. This provision shall apply to bumping and bidding.

B. The transportation department will then post all open driving routes listing their areas, the mileage, and any other pertinent information needed which could influence a driver's selection.

C. Drivers, by seniority, will then pick their new routes which will remain for the duration of the new school year. This bidding process shall be completed within 10 days. In the event a position becomes open during the school year, said position may be temporarily filled until the next bidding date.

D. A second bid on the 1<sup>st</sup> of February will be posted for open positions only. This bidding process shall also be completed within 10 days.

E. Any open driver position shall be filled within 4 months.

F. For purposes of this Article the term “open” refers to positions that have been vacated or are newly created and have not as yet been subject to bid.

## **ARTICLE 10** **BUMPING PROCEDURE**

A. If a driver’s route is eliminated, the affected driver can exercise his/her seniority rights by bumping a driver with less seniority, who in turn can also bump according to his/her seniority. If a driver’s current route is reduced by more than ten (10) miles within a three (3) year period, the affected driver can exercise his/her seniority rights and bump a driver with less seniority within three (3) weeks of that change.

B. If after the fourth Friday a driver’s route mileage increases or decreases five (5) miles per day or more for twenty (20) consecutive days, the driver’s pay rate will be adjusted accordingly.

## **ARTICLE 11** **EQUIPMENT, ACCIDENTS, AND REPORTS**

A. The Employer shall not require employees to take out on the streets or highways any vehicle that is not equipped with the safety appliances in safe operating condition prescribed by law.

B. Any employee involved in any accident shall immediately report said accident and any physical injury sustained. When required by his/her Employer, the employee, before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer and shall turn in all available names and addresses of witnesses

to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

C. Employees shall immediately, or at the end of their shifts, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be retained by the employee. The Employer 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 mechanical department or bus supervisor.

## **ARTICLE 12** **MILITARY CLAUSE**

Employees enlisting or entering the military or naval service of the United States, pursuant to the Selective Service Act of 1948, as amended, shall be granted all rights and privileges by the Act.

## **ARTICLE 13** **LEAVES OF ABSENCE**

A. Any employee desiring an unpaid leave of absence from his/her employment shall secure written permission from the Employer with notice sent to the Union. The maximum leave of absence shall be for thirty (30) calendar days without pay. Permission for extension must be secured from the Employer. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights, and shall be subject to discipline, including discharge, by the Board of Education for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The Employer shall continue to provide Health Insurance benefits for up to one (1) month of any unpaid medical leave, the need for which is verified by a doctor's note.

B. Union Leave: The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay, not to exceed seven (7) work days per year for any two (2) members of the bargaining unit at any given time designated by the Union to attend a Labor Convention or serve in any capacity on other official Union business, provided 48 hours' written notice is given to the Employer by the Union, specifying the length of time off for Union activities.

C. Leave shall be granted when an employee is called for jury duty or is subpoenaed into court, if the subpoena is not the result of secondary employment. Exceptions may be granted.

**ARTICLE 14**  
**SICK LEAVE/PERSONAL BUSINESS LEAVE**

A. All employees regularly employed by the District shall be credited with one and one-half (1 1/2) days' earned sick leave per month. Sick leave allowance is to be used for absences caused by illness or physical disability of the employee. Sick leave days may be accumulated to a total of one hundred eighty (180) working days.

B. In the event of absence of an employee for illness in excess of five (5) consecutive working days, the Board may, at its own expense, require an examination by an independent physician.

C. All requests for sick leave must be submitted to the Bus Supervisor and approved by the Superintendent and Bus Supervisor. A supervisor may request proof of illness, signed by a physician, if patterns of usage occur or if more than three (3) consecutive sick days are utilized. Forms and procedures used in accordance with the provisions of this Agreement will be supplied by the administration.

D. In addition to personal illness or disability, accumulated sick leave days may be utilized for the following purpose: A maximum of five (5) days per school year for a death

in the immediate family or household. Further death leave may be granted at the discretion of the superintendent or his/her designated authority.

Immediate family is designated as:

- (1) Husband or Wife
- (2) Mother or Father
- (3) Brother or Sister
- (4) Children or Grandchildren
- (5) Father-in-law or Mother-in-law
- (6) Grandparents
- (7) If two (2) people have resided together for a number of years, they may request of the superintendent that they qualify under this Section.
- (8) A copy of the death notice (newspaper or service announcement) will be appended to the payment for leave request.

E. Accumulated sick leave days may also be utilized as personal business days (not to exceed five [5] days per year), deductible from sick leave.

- (1) Not more than three (3) consecutive days without approval of the Superintendent or his/her designated representative.
- (2) Such days shall be used for family emergencies, business, or professional duties. They shall not be considered vacation days. All employees planning to use a personal leave day or days shall notify his/her Supervisor at least one (1) day in advance, except in cases of emergency. In any event, someone in authority shall be notified at least two (2) hours before the next school day that an emergency has arisen.

F. Upon the recommendation of the Superintendent, the Board may, at the Board's expense, require an employee to submit to physical or mental examinations by appropriate specialists to determine their ability to safely operate a school bus.

G. Any employee who is absent due to an injury or disease compensable under the Michigan Worker's Compensation Law shall, at the employee's discretion, use sick leave pay to supplement the employee's weekly salary.

H. Any regular transportation employee or heirs shall, upon severance, after ten (10) years, receive one-half (1/2) pay for the number of days accumulated sick leave. Any regular transportation employee shall, upon severance after three (3) years for any reason other than death or retirement, receive one-fourth (1/4) pay for the number of days accumulated sick leave.

|          |                   |  |
|----------|-------------------|--|
| Example: | 0 - 3 years:      | No reimbursement   |
|          | 3 - 10 years:     | Resignation* - One-fourth (1/4) pay of unused sick days        |
|          | 5-10 years:       | Retirement or Death - One-half (1/2) pay of unused sick days   |
|          | 10 or more years: | Any honorable reason - one-half (1/2) pay of unused sick days. |

\*Honorable resignation

The rate of pay shall be computed as follows:

- (1) The total earnings for the previous five (5) years shall be added. The total shall be divided by five (5) and called the average yearly earnings.
- (2) The average yearly earning shall be divided by one hundred eighty (180) days to determine the daily rate.

Payment in the case of a deceased employee will be made to the beneficiary or to the estate of the deceased.

## **ARTICLE 15** **DOCK DAYS**

Employees may be allowed to take up to ten (10) unpaid dock days within the school year, provided such days are approved by the immediate supervisor. The employee is required to request such day at least twenty-four (24) hours in advance and

will be granted time off on a first come-first served basis, provided sub drivers are available.

However, it may be possible that the route affected may be voluntarily covered by existing drivers and the supervisor agrees to meet with the Union Steward to see if said route can be covered by existing drivers, provided it does not allow for additional compensation.

Included in the calculation for wage deduction for unpaid days will be the pro-rate share of benefits earned during the unpaid period for those leaves not covered by FMLA.

## **ARTICLE 16** **ACT OF GOD DAYS**

Those allowed to be not made up by legislature - no compensation. Snow days made up beyond those forgiven: Make up days - one-half (1/2) prorated base salary.

If days beyond one hundred and eighty days (180) of instruction are added to the school calendar, drivers will be compensated at their prorated daily rate. (Base and mileage.)

## **ARTICLE 17** **WORKER'S COMPENSATION**

A. The Employer shall provide Worker's Compensation for all employees covered by this Agreement, in accordance with Michigan State law. All regular employees injured on the job shall be covered as follows:

- (1) Seniority shall continue under Worker's Compensation.

- (2) The Employer shall continue to pay the employee's full hospitalization and life insurance for twelve (12) months during said injury.

**ARTICLE 18**  
**SPECIAL TRIPS/EXTRA WORK**

A. Definition of a Special Trip.

- (1) Special trips are defined as any scheduled school trip other than the regular morning and night bus runs.
- (2) Special trips will be paid at the rate per hour of the schedule, from garage back to garage, plus regular wages if a substitute driver is required for the regular run, EXCEPT overnight trips will be paid for actual time involved in job responsibilities.
- (3) Meal allowance will be at the standard amounts as specified below when the driver's meal(s) is/are disrupted due to a special trip.

Breakfast     \$3.50 for runs beginning at or before 6:30 a.m.

Lunch         \$5.00 when run is a minimum of three (3) hours and begins before 11:30 a.m. and ends at 1:00 p.m.

Dinner         \$8.00 for runs beginning prior to 6:00 p.m.

- (4) Cancellation of a special trip may occur from time to time. If an employee reports for duty from off duty and the trip is cancelled/rescheduled, such short notice shall result in two (2) hours' pay to the employee at the special trip rate in effect. The Employer shall notify the assigned employee at the earliest opportunity to avoid this inconvenience.

B. Special trip classifications and driver eligibility

- (1) Special trips will be offered initially on the basis of seniority. After the initial offering, drivers would be offered trips based on the running

total of hours logged in special trips. The person with the least amount of total hours would be the first eligible for the next trip. If that person declines the assignment, they would accrue those hours to their total and it would be offered to the driver with the next lowest total of special trips hours.

- (2) The hours recorded on special trips would be those hours actually spent performing the special trip.
- (3) Special trip classification and eligibility for drivers shall be as follows:

| <u>TRIP CLASSIFICATION:</u> | <u>SENIORITY REQUIREMENT:</u> |
|-----------------------------|-------------------------------|
| Less than 1 hour            | No requirement                |
| 1 to 3 hours                | non probationary              |
| Over 3 to 5 hours           | non probationary              |
| Over 5 to 8 hours           | non probationary              |
| Over 8 hours and overnight  | non probationary              |

Trips of one (1) hour or less will not be charged to the driver list. The Supervisor will assign such trips in an equitable manner. The Transportation Supervisor shall post a seniority list for each trip classification and is responsible for driver selection. He/she also has final judgment if questions should arise concerning the classification or time length of special trips.

- (4) If a driver refuses an offered special trip, it shall count the same as if it had been accepted.
- (5) Special trip list shall be posted and maintained to indicate a current status by the Transportation Supervisor.
- (6) Drivers may exchange special trips if the trips are during the same week. All swaps must be written on the posted trip schedules by 3:00 p.m. on Friday of the week of the swap.

- (7) When a driver is eligible for two (2) separate trips in a twenty-four (24) hour period, and the driver refuses one of the trips, that driver shall not be charged for the refusal of that trip.
- (8) All overnight trips will have a minimum of eight (8) hours per day, plus meals and lodging.
- (9) If a driver does not receive a minimum of twenty-four (24) hours' notice of the opportunity to accept a trip, the driver shall not be charged for the refusal of a trip.
- (10) All extra work/special trips requiring a CDL with "P" endorsement shall be offered to bargaining unit employees before being assigned to non-bargaining unit employees.
- (11) "Project Graduation" trips will be governed by the Letter of Understanding addended to this Agreement as Supplement "C".

**ARTICLE 19**  
**LONGEVITY**

Upon completion of the eighth (8th) year of service to the Roscommon Area Public Schools Transportation Department, a payment of \$100.00 will be made during a pay period in January. For each year of service thereafter, the payment will increase by \$50.00. It is agreed that salary computations shall be made as done previously with the noted adjustments as negotiated and stated above.

**ARTICLE 20**  
**HEALTH/DENTAL/VISION/LIFE INSURANCE BENEFITS**

A. For those drivers successfully completing the probationary period, the District will contribute the following to the benefit package (including medical, vision, and dental):

|                   |        |
|-------------------|--------|
| Single Coverage   | \$5162 |
| 2 Person Coverage | \$9367 |

B. The District will provide life insurance coverage to all employees not subject to the cap.

C. Employees who opt out of medical can have dental and/or vision with a 20% co-pay of the premium.

D. Any employee hired after July 1, 2012, will have benefit coverage, after 1-year of service, at the single coverage level.

E. PAYMENT IN LIEU OF HEALTH COVERAGE. If an employee is eligible for full coverage under this contract and is covered by another health insurance policy and chooses not to receive health insurance coverage provided under this contract, the Board of Education agrees to pay \$900.00 in lieu of health insurance for that employee. To qualify the employee must submit proof of other coverage to the Board of Education office.

Payment to be made during a pay period in June. For an employee that terminates service to the District during the school year, the amount of payment will be pro-rated according to the last month of work completed.

## **ARTICLE 21**

### **MAINTENANCE OF STANDARDS**

The Employer agrees that all present working conditions of employment will be maintained at their present level and/or improved upon at the discretion of the Employer.

**ARTICLE 22**  
**SEPARABILITY AND SAVINGS CLAUSE**

A. If any Article or Section of this contract or any riders thereto should be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any riders thereto, or the application of such Article or Section to persons 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.

B. In the event that any Article or Section is held invalid, or enforcement of or compliance with which has been restricted as above set forth, the parties affected thereby shall promptly enter into collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually agreeable resolution.

**ARTICLE 23**  
**NEGOTIATION PROCEDURES**

The parties agree to negotiate changes in the existing contract upon notification by either party within ninety (90) of the expiration date of the Agreement. If the parties fail to reach agreement before the expiration date of the current contract, the contract will remain in full force and effect during the negotiating process, unless either party serves a thirty (30) day written notice upon the other party of cancellation.

In the event an issue that has been agreed to by both parties was inadvertently overlooked and not included in the Agreement, either party may notify the other party, and upon proof, such issue will be included in the Agreement.

**ARTICLE 24**  
**CONFERENCES**

Special conferences for matters of mutual concern not being processed as a grievance under this Agreement will be arranged between the Employer, Stewards, and any outside parties requested to attend. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement, unless by mutual agreement.

**ARTICLE 25**  
**LICENSES AND PHYSICALS**

The Board of Education will pay for full payment as required by the state for licenses and physicals for regular drivers at a doctor's office designated by the Board of Education. New employees will receive reimbursement for this at the completion of their probationary periods.

**ARTICLE 26**  
**PRE-TRIP INSPECTION AND BUS CLEANLINESS**

Buses shall be operated in accordance with the Administrative Rules, Department of Education, State of Michigan. Pre-trip inspection and bus cleanliness are mandated as follows:

- A. Each bus driver shall maintain their bus daily in a clean condition.
- B. Each bus driver shall thoroughly inspect the operating condition of their bus on a daily basis according to a checklist provided to ensure the bus is operating in a safe

condition. Any irregularity shall be immediately noted and called to the attention of the transportation supervisor. This is in accordance with the Administrative Rules, Department of Education, state of Michigan.

C. Bus drivers shall familiarize themselves with routine emergency procedures to correct minor breakdowns (i.e., change/replace a fuse) while on the bus runs.

## **ARTICLE 27** **DRUG AND ALCOHOL POLICY**

See Supplement “B” on page 36.

## **ARTICLE 28** **JOB DESCRIPTION/DUTIES**

### **A. School Bus Driver**

#### Specific Responsibilities

1. Conduct pre-trip inspection of school bus prior to every trip.
2. Use established routes and designated bus stops.
3. Operate bus on approved time schedule.
4. Report bus accidents and pupil injuries to authorities.
5. Conduct emergency evacuation drills in keeping with school policies.
6. Instruct riders regarding being responsible passengers.
7. Drive defensively under varying traffic conditions and inclement weather.
8. Drive with safety of students as first priority.

9. Report personal absences in time for supervisor to secure substitute driver. The Employer will establish and post a “chain of command” for purposes of who is to be notified.
10. Perform bus housekeeping duties inside and out, except for washing the exterior absent mutual agreement..
11. Fuel bus.
12. Report bus defects.
13. Establish favorable working relationships with other drivers, maintenance personnel, teachers, students, principals and total school staff.
14. Exhibit positive image as loyal representative of school district.

#### Specific Performance Abilities

1. Operate all vehicle types used in transporting pupils in school district.
2. Identify with geographic service area of school district.
3. Demonstrate knowledge of rules and regulations promulgated by local, state, and federal authorities.
4. Demonstrate knowledge of state laws and local ordinances.
5. Deal with exuberant behavioral characteristics of youthful riders.
6. Administer disciplinary procedures in keeping with school policies.
7. Be alert and exercise good judgment concerning emergencies, disabled vehicles, and irregular special requests by parents of riders.

#### Special Legal Requirements to be Met

1. Meet school bus driver certification requirements:
  - a. Minimum hours of instruction.
  - b. Satisfactorily pass knowledge examination.
2. Meet state requirements for appropriate licensing.

3. Meet state local physical examinations requirements.
4. Meet state or local standards for driving test.
5. Meet state or local standards for driver record check.

#### **B. Mail/Meal Carrier**

1. Courier for U.S. Mail from postal station to various school district destinations, includes sorting.
2. Distribution of inter-office/department mailings, memos, etc.
3. Transfer/deliver visual aids, when required, for instructors.
4. Distribute school supplies as necessary.
5. Pick-up and delivery of hot and cold food items for school lunch program(s).
6. Recovery of unused portions of perishable/non-perishable goods for restock/redistribution.
7. Routine vehicle maintenance.

The following is a synopsis of the daily/weekly routine now followed by the Mail/Meal Carrier:

Go to the post office and pick up mail. Bring mail back to the bus garage to sort into five (5) different departments. Load into the truck and deliver to all school's inter-office mail and picked up and delivered to all departments along with movie films on two (2) days of the week. Inter-office mail and supplies continue all the time delivering the lunches.

Go to the high school and load all hot and cold carts and any boxes or cases of food into the truck. First stop is the middle school, then the elementary, COOR, Head Start, St. Helen Child Care, and Craft Center.

Go back to the high school and unload all the carts and food from the day before,

then load food for breakfast for the next day and food supplies that are sold at the middle and elementary schools and drop them off. Pick up hot carts that were delivered earlier and take them back to the high school and unload.

Go to the gas station when gas is needed.

**ARTICLE 29**  
**WAGES AND COMPENSATION/CONDITIONAL ASSIGNMENTS**

Wage rates for classifications covered by this Agreement shall be contained in Supplement "A" and attached hereto.

**ARTICLE 30**  
**LIFE INSURANCE**

The Employer shall furnish life insurance to the employees herein represented in the amount of fifteen thousand dollars (\$15,000.00) per employee. Said benefit payable to the heirs or assigns of the individual employee.

**ARTICLE 31**  
**DURATION**

This Agreement shall be effective from July 1, 2012 and shall remain in full force and effect until June 30, 2014 based on the following condition: If RAPS continues to receive the 3-year blend as a method for determining student count and the district has at least 1225 students on the State's winter 2013 count day, then there will be a second year agreement. If RAPS loses the 3-year blend or has fewer than 1225 students in winter counter of 2013, then there will be no financial agreement for the second year and the contract must be opened to negotiate a financial package.

It shall be automatically renewed from year to year thereafter, unless either party makes written notification to the other of a desire to modify this Collective Bargaining Agreement. Such notice to modify shall be made at least ninety (90) days prior to the above stated expiration date. The terms and conditions of this Agreement shall remain in effect pending completion of the negotiations process.

Signatures appearing below signify agreement hereto as representatives of:

FOR THE EMPLOYER:

FOR THE UNION:

\_\_\_\_\_  
Catherine Erickson, Superintendent

\_\_\_\_\_  
Joseph Valenti, Business Agent

\_\_\_\_\_  
Robert Stair, Steward

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

\_\_\_\_\_  
Linda Jackson, Steward

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

## Supplement "A"

(Rounded to nearest dollar amount)

|                      | School Year<br>2012 – 2013 |
|----------------------|----------------------------|
| Start                | \$7430                     |
| 2 <sup>nd</sup> Year | \$8194                     |
| 3 <sup>rd</sup> Year | \$8958                     |
| 4 <sup>th</sup> Year | \$9722                     |
| 5 <sup>th</sup> Year | \$10487                    |
| Over 40 Miles        | \$26.50                    |
| Special Trip         | \$10.67/hour               |
| Under One Hour       | \$10.75/hour               |

Mail-Meal Carrier will be paid at the special trip rate.

Van route will be paid for one-half (1/2) the mileage over forty (40) miles, in addition to the commensurate salary.

The employees covered by this Agreement shall receive their compensation under a twenty (20) day pay period formula.

Compensation/Conditional Assignments -

The Special Trip Rate shall apply to the following:

1. Mandatory meetings dealing with student discipline;
2. Local in-service training;
3. Breakdown(s) and/or weather related delays, extending driving time over an hour, paid on time beyond the first hour's delay.
4. Duty-related physical examinations.
5. Any work related assignment or requirement for which compensation is not specified herein (i.e., substance abuse testing, parent conference, CDL testing) shall be paid at the "special trip" rate.
6. All work assignments carrying into a fraction of an hour will be paid forward to the quarter (1/4) hour in which the assignment is completed.

SUPPLEMENT “B”  
ROSCOMMON AREA PUBLIC SCHOOLS  
ROSCOMMON, MICHIGAN

THIS ADMINISTRATIVE REGULATION ACCOMPANIES BOARD POLICY #4315A  
ADMINISTRATIVE REGULATION #4316

ALCOHOL AND CONTROLLED SUBSTANCES TESTING

CONSEQUENCES FOR VIOLATING STANDARDS OF CONDUCT

Following a determination that a covered employee has violated one or more of the standards of conduct relative to alcohol and controlled substances, the covered employee shall be:

1. Immediately removed from any duty that involves the performance of a safety-sensitive function.
2. Subject to disciplinary action, up to and including discharge.
3. Advise of available resources (including any employee assistance program) for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.
4. Returned to duty involving the performance of a safety-sensitive function only if the employee’s conduct does not result in discharge and if the employee submits negative test results in compliance with the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.
5. Required to undergo return-to-duty testing as well as unannounced follow-up tests after the employee’s return to work as directed by the substance abuse professional and in compliance with the Omnibus Transportation Act of 1991 and its promulgated regulations. Subsequent positive test will result in further disciplinary action, including the employee’s discharge.

AUTHORIZED USE OF PRESCRIPTION AND OVER-THE-COUNTER MEDICATION

Covered employees using prescription or over-the-counter medication are responsible for being aware of any potential effects such medication may have on their ability to safely perform their duties. If a covered employee uses a controlled substance pursuant to a doctor’s prescription, the employee must immediately inform the Transportation

Supervisor of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function.

The Roscommon Area Public Schools reserve its right to obtain an independent medical opinion to determine if the medication produces hazardous effects to impede the employee's ability to safely perform his/her duties. If such a determination is made, the employee's duties may be temporarily subject to restriction or reassignment, as appropriate, during the period medication is prescribed.

#### VOLUNTARY REQUESTS FOR ALCOHOL/SUBSTANCE ABUSE COUNSELING/TREATMENT

Any covered employee who voluntarily requests alcohol or substance abuse counseling through the Roscommon Area Public Schools before being tested or being requested to be tested, shall be referred to a substance abuse professional to determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and/or controlled substances use. The covered employee will not be disciplined but must:

1. Immediately be removed from all duties involving the performance of a safety-sensitive function.
2. Immediately cease alcohol misuse and/or controlled substance use.
3. Consent to be unannounced testing in compliance with the Omnibus Transportation Testing Act of 1991 and its promulgated regulations, specifically 49 CFR 382.
4. Comply with all other conditions of the alcohol or substance abuse counseling or treatment program.

#### REFERRAL, EVALUATION, AND TREATMENT

Through the applicable employee assistance program, covered employees will be provided with an opportunity for treatment. The availability of such treatment, however, does not require the Roscommon Area Public Schools to provide or pay for rehabilitation.

## TESTING FOR ALCOHOL AND CONTROLLED SUBSTANCES

Covered employees will be required to submit to testing for alcohol and/or controlled substances. All alcohol and/or controlled substance testing will follow the protocols and requirements mandated by Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations, specifically 49 CFR 382.

Alcohol and/or controlled substances testing will only be administered under the following circumstances:

1. Pre-employment/Pre-Duty Testing: Prior to employment or prior to the first time an employee performs a safety-sensitive function, the employee shall receive from a medical review officer a controlled substances test result verified as negative. If a pre-employment controlled substances test is positive, the applicant will not be hired. This testing is not required if it is determined that:
  - a. The covered applicant/employee has participated in a testing program that satisfies the requirement of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations during the previous thirty (30) days.
  - b. While participating in that program, the applicant or covered employee was tested within the past six (6) months (from the date of application for employment/transfer) or participated in random controlled substances testing program for the previous twelve (12) months (from date of application for employment/transfer).
  - c. No prior employer has knowledge or records of a violation of the Omnibus Transportation Testing Act of 1991 and its promulgated regulations or the controlled substances use rule of another Department of Transportation agency within the previous months.
2. Post-Accident Testing: As soon as possible following an accident, but no later than eight (8) hours (alcohol test) or thirty-two (32) hours (controlled substances test) testing is conducted to each covered employee. The testing is required if the accident involved loss of human life, or a citation is issued for moving violation arising from the accident. The Roscommon Area Public Schools will provide all covered employees with necessary post-accident information, procedures, and instructions prior to the employee being placed in the position where he will be performing a safety-sensitive function. A covered employee who is subject to post-accident testing shall

be required to remain readily available for such testing or shall be deemed to have refused to submit to testing.

3. Return to Duty Testing: A covered employee shall undergo testing with a verified negative result prior to returning to duty that required the performance of a safety-sensitive function, any time after the employee engaged in prohibited conduct relative to alcohol and/or controlled substances.
4. Follow-up Testing: A covered employee identified by a substance abuse professional as needing assistance associated with alcohol misuse and/or controlled substances abuse, and who has returned to duty involving performance of a safety-sensitive function, is subject to unannounced testing (consisting of at least six [6] tests) over the first twelve (12) months following his/her return to duty as directed by a substance abuse professional.
5. Reasonable Suspicion Testing: A covered employee shall undergo testing as a result of reasonable suspicion that the employee has violated the standards of conduct relative to alcohol and/or controlled substances based on specific contemporaneous, noticeable observations concerning the appearance, behavior, speech or body odors of the covered employee while just before or just after performance of a safety-sensitive function.
  - a. The supervisor or person who makes the reasonable suspicion should not conduct the test on the employee.
  - b. A written record of the observations leading to a reasonable suspicion test must be made and signed by the supervisor or the person who made the observation. This record must be made within twenty-four (24) hours of the observed behavior or before the results of the test are released, whichever is earlier.
6. Random Testing: Each year, random testing will be used at the rate of 25% (alcohol) and 50% (controlled substances) of the average number of active covered employees subject to testing.
  - a. Covered employees shall be selected for testing through use of a scientifically valid method provided by the Consortium Testing Facility, and each covered employee shall have an equal chance of being tested each time selections are made.

- b. Random testing dates shall be unannounced and distributed throughout the calendar year.
- c. Each covered employee selected for random testing shall be relieved of any job responsibilities as soon as possible to allow them to proceed to the test site immediately.

RECORD KEEPING:

Pursuant to the procedures articulated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations, the Burns Clinic, Petoskey, Michigan, will maintain all records related to the testing program in a secure location with restricted access, including:

- 1. Records of negative controlled substances and alcohol tests of less than .02 alcohol concentration must be maintained for at least one (1) year.
- 2. Records relating to training and the alcohol and controlled substances collection process must be maintained for two (2) years.
- 3. Equipment calibration documents, employee evaluations and referrals, documentation of refusals to take required tests, records of positive tests, and records indicating an alcohol level of more than 0.02 or greater must be kept for five (5) years.
- 4. An annual summary of the results of the Roscommon Area Public Schools testing program will be submitted to the U.S. Department of Transportation by March 15 of each year.

TRAINING:

On an annual basis, all covered employees will receive education materials that explain the requirements of the alcohol and controlled substances testing rules, as well as the Board of Education's policy and procedures with respect to meeting those requirements. Each covered employee shall be required to sign a statement verifying the receipt of the educational materials. The Roscommon Area Public Schools shall maintain the original of the signed statement. Those materials, minimally, will include the following:

- 1. The identity of the designated person to answer driver questions about the materials; someone within the Roscommon Area Public Schools, that being: Robert Baker.

2. The categories of employees who are subject to the alcohol and controlled substance testing rules.
3. Sufficient information about the safety-sensitive functions performed by those employees to make clear what period of the workday the employee is required to be in compliance with the rules.
4. Specific information about prohibited conduct.
5. The circumstances under which a covered employee will be tested for alcohol and/or a controlled substance.
6. The procedures that will be used to test for the presence of alcohol and controlled substances, protect the employee and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct employee.
7. The requirement that a covered employee will submit to alcohol and controlled substances tests administered according to this policy.
8. An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendant consequences.
9. The consequences for covered employees found to have violated the standards of conduct, including the requirement that employee be removed immediately from safety-sensitive functions and the procedure for such removal.
10. The consequences for covered employees found to have an alcohol concentration of 0.02 or greater, but less than 0.04.
11. Information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem; and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to supervisory personnel.
12. Information concerning additional Board policies regarding the use or possession of alcohol or controlled substances, including any consequences for a covered employee found to have a specified alcohol or controlled substance level.

## CONFIDENTIALITY

Except as expressly authorized by law, the Roscommon Area Public Schools or its contractor shall release any information regarding an employee's test results without the employee's written consent. The contracted Medical Review Officer will communicate all information to the designated office of the Roscommon Area Public Schools as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

## DEFINITIONS

For purposes of this policy and any administrative regulations associated with this policy, the following definitions shall apply:

Consortium: The Iosco/C.O.O.R. Consortium is an entity comprised of constituent school districts in the two (2) Intermediates. It was initiated in 1987 as a vehicle for providing "Beginning School Bus Driver Safety Education Classes." This consortium will provide alcohol and drug testing as required by the Omnibus Transportation Act of 1991 and its promulgated regulations. The consortium acts on behalf of its constituent school districts.

Controlled Substances: Any illegal drug and/or any drug that is being used illegally, e.g., a prescription drug that was not legally obtained, or not used for its intended purpose, or in its prescribed quantity.

Covered Employee: An employee regular or substitute who holds a CDL, and other full-time employees of the transportation department.

Safety-Sensitive Function: All tasks associated with the operation or maintenance of school vehicles.

While on Duty: The time from which the covered employee begins to work or is required to be in readiness for work, until the time the employee is relieved from work and all responsibility for performing work.

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DATE

DRIVER'S SIGNATURE

The Federal Government has implemented rules which require all companies who employ CDL certified drivers to conduct Drug and Alcohol testing for those employees. Testing must begin on January 1, 1996.

To comply with these rules Roscommon Area Public Schools has joined a consortium comprised of many school bus drivers. The regulations require 50 percent of the consortium members be tested randomly for drugs and 25 percent be tested for alcohol. True random means you could be tested more than once. The test must be unannounced and conducted throughout each year.

Companies must provide their employees with information in eleven (11) different areas:

1. The person to answer questions about this program is Robert Baker, Transportation Supervisor.
2. The category of employees who will be tested are all drivers who hold a CDL (Commercial Drivers License)
3. The safety-sensitive function covered are considered to be the entire time you are on duty, including coffee breaks, pre-trip time, clean up time or the time spent while on field trips.
4. This regulation prohibits the use of any illegal drug, or the use of alcohol prior to reporting for work which may result in a positive breath alcohol test of .02 or greater.
5. The tests which will be conducted are random, post accident (if there is a citation issued or a fatality), reasonable suspicion, return to duty, and pre-employment drug testing. Return to duty test and follow up test expenses will be the responsibility of the employee. Expense for the other tests and time at the collection site for those employees will be the employer's responsibility. Drugs that will be tested for are: Marijuana, Cocaine, Amphetamines (including Methamphetamine), Opiates and phencyclidine (PCP).
6. The consortium will contact the supervisor when a driver is chosen for random testing. The supervisor will notify the employee who must go to a collection site. A urine sample will be collected and then divided. It will be protected by a chain of command process and will be sent to a lab certified by the Department of Health and Human Services. All results will be given to the transportation supervisor and will be kept confidential.

Only one (1) portion of the sample will be tested. If the test result on the first portion is positive and the employee disagrees with the test results, at their expense, the second portion will be tested. If the second sample comes back negative, the employee will be made whole for any lost wages and reimbursed for the expense of the test on the second portion.

- 7. The transportation employee who holds a CDL must submit to these tests because they are federally mandated.
- 8. Any employee who refuses to submit to a test, or who refuses to sign a test form, will be immediately removed from duty and will be considered to have tested positive. A test will also be deemed positive if the employee, after a period of time (up to two [2] hours) is unable to provide the collection site with a urine sample, and a doctor can determine no medical reason for the failure.
- 9. Any employee who tests positive for any illegal drug will be suspended pending a due process hearing. (Employees will be subject to disciplinary action, up to and including discharge.)
- 10. Any employee who tests higher than .02 but less than .039 must be removed from duty for a twenty-four (24) hour period. Any employee testing .04 or higher during a breath alcohol test will be suspended pending a due process hearing. (Employees will be subject to disciplinary action, up to and including discharge.)
- 11. The use of alcohol and drugs is detrimental to a person's health. Any one who volunteers the information they are having a problem prior to being asked to submit to a test, will be immediately removed from a safety-sensitive function and given information regarding rehabilitation programs.

---

DATE DRIVER'S SIGNATURE

SUPPLEMENT "C"

LETTER OF AGREEMENT

between the

ROSCOMMON AREA PUBLIC SCHOOLS

and

TEAMSTERS STATE, COUNTY & MUNICIPAL WORKERS LOCAL 214

Regarding Special Trip Driver Assignment for "Project Graduation"

WHEREAS the above referenced parties are signatories to a Collective Bargaining Agreement expiring on June 30, 2013; and

WHEREAS said parties have disputed the application of Article 18, B. (2) therein, as applied to "Project Graduation"; and

WHEREAS the Union and the Employer seek accommodation for 'Parent (of students participating in "Project Graduation")/Driver (member employees represented by the contract)';

THEREFORE IT IS AGREED the Union will waive the provisions of special trip selection, established in Article 18 B. (2), as follows:

1. The seniority list/rotation basis shall not apply:
  - (a) if an Employee has a child involved in a "Project Graduation" trip; and
  - (b) if said Employee wants to take the trip and accompany their child; and
  - (c) if a written request is submitted to this effect by the Employee;

Then, the Employer shall assign said trip(s) under the following stipulations:

1. Seniority shall be applied if more than one (1) parent/driver requests this accommodation.
2. The parent/driver being accommodated shall be charged for said trip against their place on the rotation list for special trip(s)/extra work.

Whereby this waiver is specific in its application and, as agreed upon by both parties' representative signatures appearing hereon, shall be applied only to "Project Graduation" functions,

Therefore, all other terms and conditions of the current Collective Bargaining Agreement shall remain in effect.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

\_\_\_\_\_  
Dr. Millie Mellgren, Superintendent  
Roscommon Area Public Schools

\_\_\_\_\_  
Curtis Brown, Business Representative

\_\_\_\_\_  
Shay Anderson, HR Director

\_\_\_\_\_  
Robert Stair, Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Jackson

\_\_\_\_\_  
Date