

3144

8/31/95

AGREEMENT

between

LANSING SCHOOL DISTRICT

and

THE BUS DRIVERS UNIT

of Local Union # 1390

affiliated with Council 25

and the

INTERNATIONAL UNION OF THE

AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO

1992-1995

*Lansing School District*

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## AGREEMENT

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

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

### PURPOSE AND INTENT

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

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

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

### 1. RECOGNITION

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

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

2. RIGHTS OF THE EMPLOYER

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

3. AID TO OTHER UNIONS

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

4. UNION SECURITY - Requirements of Union Membership

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

employment, to continue membership in the Union for the duration of this Agreement.

- B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition to continue employment, to become members of the Union, or pay to the Union each month a service charge in the amount not to exceed the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following each effective date.
- C. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union, or pay to the Union each month a service charge in an amount not to exceed the regular monthly dues for the duration of the Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit. The Union shall provide information to all service fee payers regarding a legally sufficient means of inquiring into and/or challenging use of service fees.
- D. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this section if they are not more than thirty (30) days in arrears in payment of the service charge.
- E. Employees who fail to comply with the requirements of this Article will be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union.
- F. Union agrees to indemnify and save the Board harmless against any and all claims, suits or other forms of liabilities arising out of the Board's compliance with this section of the Agreement.

## 5. UNION DUES

### A. Payment by Check-off

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

B. Check-off Form

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

C. When Deductions Begin

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

D. Remittance of Dues to Financial Officer

Deductions shall be remitted monthly to the designated Financial Officer of Michigan Council #25, with a list of employees from whom dues have been deducted between the 15th and 30th day of the current month.

Check-off Form described:

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

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

An amount established by the Union as biweekly dues.  
OR

An amount not to exceed biweekly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: \_\_\_\_\_ PLEASE PRINT

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

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

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

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

\_\_\_\_\_  
SIGNATURE EMPLOYER'S COPY DATE

E. Termination of Check-off

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

F. Disputes Concerning Union Membership

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



6. UNION BARGAINING COMMITTEE

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

7. STEWARDS AND ALTERNATE STEWARDS

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

8. SENIORITY

- A. New employees hired in the unit shall be considered as probationary employees for the first sixty (60) working days of their employment. When an employee finishes the probationary period, by accumulating sixty (60) working days of employment, the employee shall be entered on the seniority list of the unit and shall rank in seniority from the first day of employment. There shall be no seniority among probationary employees.
- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Section 1 of this Agreement, except probationary employees who are discharged or disciplined for other than Union activity.
- C. Seniority shall be on a unit-wide basis, in accordance with the employee's last date of hire into the unit.

Seniority will not be prorated, except as specifically provided in Article 16.

- D. Regardless of their position on the seniority list, Bargaining Committeepersons shall head the seniority list in the event of layoff only, provided they can perform the work available. The list shall be headed by the Unit Chairperson, then Vice-Chairperson, and Committeepersons.

#### 9. SENIORITY LISTS

- A. Seniority shall not be affected by race, sex, handicap, marital status, or dependents of the employee.
- B. The seniority list on the date of this Agreement will show the names and job titles and last date of hire into the unit of all employees within the system entitled to seniority (unless an employee has had his/her seniority prorated pursuant to Article 16).
- C. The Employer shall keep the seniority list up-to-date at all times and will provide the employees with up-to-date copies at least every six (6) months.
- D. The Employer shall notify the chapter chairperson, in writing, within three (3) days, when a new driver is hired.

#### 10. LOSS OF SENIORITY

An employee shall lose seniority for the following reasons only:

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

- F. The employee does not return from leaves of absence. (Shall be treated the same as (C) above.)
- G. The employee is laid off for two (2) years or length of seniority in the District, whichever is shorter.

11. ROUTE PREFERENCE

A. Opening of School Year

1. Prior to the opening of the school year, routes will be available for bidding on a seniority basis, provided the driver meets the qualifications necessary. The motor pool supervisor shall designate which buses may be used for athletic trips and to leave the Lansing area, based on the information available at the time of bidding. Noon routes that do not have a kindergarten run will be open for bidding. Management will have the right to determine what noon route an employee could bid on and such decision shall not be subject to the grievance procedure.
2. This method shall be reviewed annually at a special conference to determine its feasibility relative to approved transportation operations.
3. Any employee on a leave of absence or on Worker's Compensation may proceed to bid on a bus route at the regular scheduled bid period, if there is a reasonable likelihood that the driver will return to work within thirty (30) working days. The bus route shall remain with the driver for thirty (30) working days. Extension of this time period shall be a proper subject for special conference. Employees on medical leave of absence or on worker's compensation may be granted an additional fifteen (15) working days extension upon request. Such approval will not be unreasonably denied.

B. During School Year

1. When a route is established and becomes open, the employees may bid for this route and the senior employee who meets the requirements shall be granted preference for this route.
2. Should the senior employee be denied the route, reasons for this denial shall be given in writing to said employee. If said employee disagrees with the reason for such denial, it may become a proper subject for the grievance procedure.

3. Route vacancies will be posted within two (2) working days on a bulletin board for a period of two (2) working days setting forth the minimum requirements for such vacancies or new positions. All interested employees must apply in writing within this two (2) day period. After a qualified driver has bid on a run, the driver has only five (5) working days to decide whether or not the driver wants to remain on it. If the driver wants to return to the previous run, the driver must do so within the five (5) day period. The driver that bids on and accepts a run after five (5) days of trial period is not eligible to bid on any more runs for the balance of the school year. After a driver accepts a run within the five (5) day trial period, the driver's previous run or a run of like nature will be advertised within two (2) working days. A driver must also be assigned to a run within two (2) working days after bids have been closed.
4. During the five (5) day trial period, the employee shall have the opportunity to revert back to the former position. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

## 12. LAYOFF DEFINED

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

13. RECALL PROCEDURE

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

14. REDUCTION OF HOURS

In the event a driver loses a full noon run, he/she would be the first driver eligible for an additional open noon run prior to the run being posted. A driver who lost a noon run would be eligible only for the first open noon run.

15. STAFF MEETINGS

Mandatory staff meetings shall not be called by the Employer without at least two (2) working days' notice to employees that they are expected to attend such meetings.

16. TRANSFERS

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

17. DISCIPLINE

A. Reprimands

In case of a reprimand which could be construed as detrimental to an employee's future promotion, transfer, present or future employment, the reprimanded employee

shall be notified in writing. After a period of two (2) years from the date of occurrence, if there have not been recurrences of conduct similar to that which caused the reprimand, then the reprimand shall not affect the employee in matters of promotion, transfer, or job status. Should the disciplined employee or the Steward consider the reprimand to be improper, a complaint shall be presented in writing through the Steward to the Director of Transportation within three (3) regularly scheduled working days of the discipline. The Director will review the discipline and give a written answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the third step of the grievance procedure within five (5) days after the response to the Union from the Director.

B. Suspensions Without Pay

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

C. Discharge

1. The Employer will only discharge employees for just cause.
2. An employee being discharged shall have the right to meet with a Steward or Committeeperson of his/her choice selected from the official list of Stewards and Committeepersons before leaving the Employer's property.
3. Should the discharged employee or the Steward consider the discharge to be improper, a complaint shall be presented in writing through the Steward to the chief administrator for personnel matters or designee within three (3) regularly scheduled

working days of the discharge. The chief administrator for personnel matters/designee will review the discharge and give an answer in writing within three (3) regularly scheduled working days after receiving the complaint. If this decision is not satisfactory to the Union, the matter shall be referred to Step 3 of the grievance procedure within ten (10) working days.

4. It is agreed that the Employer has just cause to discharge any employee who:
  - a. is convicted of any felony or circuit court misdemeanor.
  - b. is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the Employer.
  - c. is absent for three (3) consecutive days without notifying the Employer. In proper cases exceptions shall be made.
  - d. does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
  - e. does not return from sick leave or leave of absence. (Shall be treated the same as "c" above.)
  - f. has or accepts another position, or responsibility which conflicts with scheduled work time.
  - g. is under the influence of intoxicants or drugs.
  - h. brings intoxicants or illegal drugs (controlled substances) onto Board property; consume or sells illegal drugs or intoxicants on Board property.
  - i. steals Board and/or employee property.
  - j. falsifies records.
  - k. fails to meet State requirements.
  - l. fails to report to the Employer any known medical condition which, to the best of the employee's knowledge, impairs or has the potential to impair the driver's ability to operate a bus safely.

- m. fails to report to the Employer the use of a prescribed or over-the-counter medication which, to the best of the employee's knowledge, impairs or has the potential to impair the driver's ability to operate a bus safely.
  - n. is found to have abused or neglected any child with whom he/she is in contact as an on-duty employee of the district.
  - o. Duplicates school district issued keys.
  - p. Commits an aggravated assault or battery.
  - q. Carries a lethal weapon onto Board property.
  - r. Sexually harasses a student.
5. In case of discharge the Employer shall send written notification to the employee at the employee's last known address that seniority has been lost and employment has been terminated.
6. In case of discharge for any of the foregoing reasons, such discharge can only be reviewed by special conference mutually agreed to by the Union and the Employer, within three (3) days.

D. Personnel Records

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

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



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

## 18. SPECIAL CONFERENCES

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

Whenever possible, conferences shall be held outside of regular working hours. If conferences are called by the Employer at other hours, the members of the Union shall not lose time or pay for time spent in such special conferences.

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

## 19. GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

Department Head shall respond to the Steward, in writing, within five (5) working days.

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

Step 4 If the grievance is still unsettled and the Union wishes to carry it further, the Employer and Union shall attempt to mutually agree on an arbitrator. If the parties cannot agree on an arbitrator, the Union shall file a "Demand for Arbitration" to the American Arbitration Association within thirty (30) days after receipt of the answer of the chief administrator for personnel matters/designee. Thereafter, it shall be handled in accordance with the American Arbitration Association's Rules and Regulations. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

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

B. Power of the Arbitrator

It shall be the function of arbitrators, and they shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement, it being understood that any matter

not specifically set forth herein remains within the reserved rights of the Board.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
  2. The arbitrator shall have no power to establish or alter salary schedules.
  3. The arbitrator shall have no power to rule on any matter not specifically set forth in this Agreement.
  4. The arbitrator shall have no power to establish or change any retirement benefit established and administered by the State of Michigan. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms of the pension plan or an action by the pension administrator.
  5. The arbitrator shall have no power to establish or change any insurance policy. Additionally, the arbitrator shall be limited from ruling on any claim or dispute regarding the terms or a policy document or an action by the insurance company.
- C. In the event that a case is appealed to an arbitrator on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits.
- D. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be binding on the Union, its members, the employee(s) involved, and the Board.
- E. Miscellaneous
1. A grievance may be withdrawn at any level without prejudice or record.
  2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
  3. All documents, communications or records dealing with a grievance shall be filed separately from the personnel files of the participants.
  4. Access shall be made available to records of all unprivileged information necessary to the determination and processing of the grievance.

5. No grievance shall be filed for or by any employee after the effective date of his/her resignation, except in cases of severance benefits.
6. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed.
7. The filing of a grievance shall in no way interfere with the right of the Employer to proceed in carrying out its responsibilities, subject to the final decision of the grievance.
8. Any grievance filed during the life of this Agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this document.
9. Two or more grievances on the same subject may be handled by the Employer as one grievance. When such a situation occurs the Union shall be notified and the answer directed to the Unit Chairperson.
10. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.
11. Grievances that are not appealed within the time limits specified in each step of the grievance procedure shall be considered settled on the basis of the decision last rendered, unless such time limits are waived by mutual agreement by the parties involved.

## 20. EMPLOYEE RESPONSIBILITIES

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

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

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

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

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

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

## 21. HOURS OF WORK

- A. The work week shall consist of 40 hours per week, Monday through Friday inclusive. A work day shall not be scheduled to exceed approximately twelve (12) hours of driving time. Additionally, unless a driver has no scheduled assignment the following day, he/she shall not be scheduled to work more than a total of sixteen (16) hours on any day. (NOTE: If a driver is disqualified from a trip under this provision, the driver will be offered the next available trip on the applicable board.)
- B. The regular hours of work shall consist of a regular route as assigned to a driver. Regular routes shall be driven by qualified school bus drivers who are members of the Unit. Regular routes may be driven by qualified substitute school bus drivers.
- C. Routes with two runs or less will be paid a minimum of two hours.
- D. Except for emergency situations, changing of route schedules during the school year shall be a proper subject for a special conference if requested by the Union.
- E. UNSCHEDULED SCHOOL CLOSINGS
  - 1. On days when schools must be closed because of inclement weather, drivers shall be paid for their regularly scheduled hours but not to exceed eight hours in any one day.
  - 2. Effective with the 1987-88 school year, those employees not required to work on scheduled days of student instruction which are not held because of

conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days if such days must be rescheduled. Such employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular daily rate of pay. Employees who report to work on days that schools have been closed shall be given a minimum of a two hour work assignment.

3. In the event an employee receives unemployment compensation benefits (which as used herein also includes "underemployment benefits") during the school year (associated with his/her regular work assignment) due to days of instruction not being held when scheduled because of conditions not within the control of school authorities as stated above, and those days of instruction are rescheduled so that the employee works those instructional days at a later time, the employee will have his/her pay adjusted, such that his/her unemployment compensation plus the wages paid to the employee for the year will be equal to the regular annual wages he/she would have earned for the school year had there not been scheduled days of instruction cancelled for such reasons.

F. A one day (6 hours) inservice workshop shall be scheduled for drivers each year. Additional inservice workshops may be scheduled as needed. Such workshops shall require mandatory attendance, shall be for a duration of at least two hours each and shall be paid for at the driver's regular hourly rate of pay. Further, each driver shall be provided with training to deal with a primary braking system failure and shall actually use the backup braking system during a simulated brake failure. A bus driver trainer shall monitor each driver's performance. Training shall be provided for each different braking system and backup braking system that the driver may drive. This training and simulated brake failure exercise shall be required on an annual basis, at the start of each school year.

G. On conference or conference preparation days drivers may be paid for their regular runs. "Conference days" shall include, in addition to elementary conference, the following programs:

- a. Elementary BIC Program
- b. Migrant Pre-school Program
- c. Non-public School Elementary Program

Drivers may select or be assigned duties as a result of incomplete regular runs. Such duties shall include by way of illustration, but not limitation:

- a. Cleaning interior of bus
- b. Washing buses
- c. Obtaining parts
- d. Assignment to other run
- e. Inservice training
- f. Preventative maintenance
- g. Paperwork

22. CALL TIME

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

23. OVERTIME

An employee in the bargaining unit shall be paid at the rate of time and one-half under the following conditions:

- A. Daily. All work performed over eight (8) hours in a twenty-four (24) hour period.
- B. Weekly. All work performed on Saturday or Sunday.

24. EXTRA WORK

A. Trips

1. Definitions:

- a. A local field trip shall be defined as a trip in the greater Lansing metropolitan area which is estimated to be four (4) hours or less in duration, during the regular school day, and is scheduled to end by 4:00 p.m.
- b. A charter trip shall be defined as any trip not regularly scheduled/assigned as a regular bus run, local field trip, or EEC trip. When a driver is offered a charter trip during the time scheduled on another trip (EEC or local field trip) the driver will have a choice between the trips offered, however, he/she will be charged for refusal of the charter trip since charter trips are considered a priority to the Department.

- c. An EEC trip shall be defined as any trip to the Ebersole Environmental Center on a regular work day.
- d. An emergency trip shall be defined as one which must be covered on the same day as the trip is scheduled, with very little notice.

2. Expression of Interest for Extra Work

- a. Drivers may be assigned to any trip after completion of thirty (30) work days as a regular driver.
- b. Drivers interested in any or all trips shall sign their names to the designated trip board(s). Trip boards will be posted for different types of trips, including local field trips, Ebersole Environmental Center ("EEC") trips, unscheduled work day/weekend trips, charter trips, and school break period trips.

3. Selection of Drivers for Trips:

Drivers shall be selected for trips based upon seniority, location, time schedule of regular bus run, and number of trips previously assigned from the applicable trip board (except charter trips, which will be based on seniority and balance of trip hours worked/refused). Local field trip driving assignments will be distributed to interested drivers relatively equally, allowing a variance of no greater than plus or minus two trips from the average on the applicable board by the end of the school year.

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

4. a. Special Terms for Trips During the Winter and Spring Breaks

All regular drivers may sign up for extra work during the school break periods. (Eligibility for vacation pay during these break periods does not exclude a driver from being considered for work during a school break; however, a driver may not be assigned both bus washing and driving during the same school break period.)



During the winter break, all drivers who have volunteered to work shall be assigned one trip by seniority. Drivers not receiving winter break vacation pay shall be assigned the remaining trips on a rotating basis, unless there are more trips on a given day than there are available drivers in which case drivers on paid vacation status may be assigned the additional trips.

During spring break, all drivers who have volunteered to work shall be assigned to trips on a rotating basis. Drivers who drove a trip during winter break shall not be eligible to driver during spring break until the list of drivers desiring work has been rotated once.

Drivers that perform work on a day they have elected to take vacation pay shall be paid at their regular hourly rate for the first eight (8) hours, in addition to receiving their vacation pay.

b. Special Terms for Overnight Trips

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

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

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

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

5. Trip Refusals:

Drivers will be charged for trip refusals. However, if a Union officer refuses a trip because of official Union business, that trip shall not be

charged to the officer. Similarly, a driver attending a job-related meeting called by an administrator can refuse a trip without being charged. A driver will not be charged for a trip which s/he refused because it conflicted with a mandatory military obligation.

If a trip becomes available the day before it is to be driven, and if the driver eligible to be offered that trip is absent, s/he will be bypassed for that trip and the offer will be made to the next eligible driver. Such bypasses will not be considered as refusals. However, if a driver has been absent for at least five (5) days and s/he would have been offered a trip during the absence period, s/he will be charged for the average trip from the applicable trip board during the absence period.

A driver will not be charged for refusing a trip scheduled on the same day the trip offer is made. A driver will not be charged for accepting an emergency EEC or field trip. A driver that accepts, on an emergency basis, a charter trip, an unscheduled work day charter trip or a school break period trip will only be charged for the hours worked which are in excess of two hours beyond his/her regularly scheduled work hours for that day.

If a driver has accepted a trip on a weekend, holiday, school break or other unscheduled work day, and the driver is absent the last scheduled work day before the trip, the department will make one attempt to contact the driver to confirm his/her ability to take the scheduled trip. If the department is unable to contact the driver and/or if the driver advises that s/he can no longer take the trip, the trip will be reassigned and the absent driver will be charged accordingly.

6. Disqualification From Taking Trips:

Once a driver has refused a significant number of trips on the applicable board, he/she will be disqualified from taking trips on that board for the remainder of the school year. The number of refusals which shall result in disqualification will vary depending upon the type of trip. Refusal of seven (7) field trips, seven (7) charter trips, two (2) EEC trips, two (2) unscheduled work day trips, or two (2) school break period trips results in disqualification from trip assignments on that board.

7. Automatic Refusals:

Automatic refusals will not be counted for the purpose of disqualifying a driver from trip assignments. Food truck drivers, bookmobile drivers, driver-trainers and others specifically identified in this agreement are eligible for automatic refusals.

8. Trading of Trips:

No trips will be traded unless unusual or emergency circumstances exist, and the trade has been approved by the Department head.

9. Trips on LSD Buses:

Trips which will be taken on Lansing School District buses will be driven by bargaining unit members, unless they originate at the EEC.

10. Meal Reimbursement:

When a trip involves a minimum of four (4) hours and includes the hours of 11:00 a.m. to 1:00 p.m., and/or 5:30 p.m. to 7:30 p.m., the driver will be reimbursed for the cost of his/her meal(s). On an overnight trip, the driver will be eligible for reimbursement for the cost of breakfast, also. Claims for meal reimbursement shall be paid following their submission, and will be limited to the following amounts: lunch @ \$4.50, dinner @ \$6.75, and breakfast @ \$3.50.

11. Trip Report Form Completion:

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

12. Trip Charges:

Local field trips and EEC trips shall be charged by the day; all other trips shall be charged by the hours worked. Trip charges shall be applied both to the drivers that accept trips and to those that refuse them. Trip boards will be averaged (by number of trips or hours) when a driver is absent from work five (5) or more consecutive days.

13. Responsibility for Trip Route:

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

B. Summer Assignments

All regular drivers may volunteer for summer driving assignments by June 1 of each year. Selection of summer assignments shall be by seniority order before the regular school year ends.

1. All known assignments will be divided into units of two (2) weeks and listed on the summer assignment board. Exceptions to the two (2) week assignments shall be mutually agreed to by the District and the Union. Examples of these assignments may include:
  - a. Substitute during bookmobile driver's vacation (2 weeks X 40 hours = 80 hours assignment)
  - b. School bus washing (2 weeks X 40 hours = 80 hour assignment)
  - c. Summer migrant program driving (3 weeks X 20 hours = 60 hour assignment)
  - d. Substitute for food truck drivers' vacations (2 weeks X 25 hours = 50 hour assignment)
  - e. MSU Upward Bound Program (2.5 WEEKS = 48 hour assignment)
2. Any regular driver may choose both a bus washing assignment and a route driving assignment, both decisions determined by seniority.
3. Any regular driver not choosing one of the above referenced possible examples or not having sufficient seniority to qualify for one of those assignments, may choose to drive one day assignments during the summer.

During the first year of this contract, one day assignments will be distributed by having each interested regular driver select, in seniority order, the weeks during which he/she prefers to work. The parties will assign a maximum number of drivers that may sign up to work during each calendar week. One day assignments will be offered to the regular drivers signed up for the applicable week(s) until employees have been offered at least 40 hours of work. Any assignments over and above those that can be offered to the regular drivers signed up for the applicable week will be offered to the regular drivers with the lowest balance on the summer assignment board. Any new route assignments

arising after the initial choices have been made will be offered to the affected route drivers, by seniority, who have lesser hours than the new route. The parties may meet to amend the procedure for assigning one day trips prior to June 1, 1994.

25. TEMPORARY ASSIGNMENTS

- A. Vacancies or newly created positions will be filled on a temporary basis by seniority employees except in cases where no seniority employees desire said assignment. Permanent vacancies or newly created positions will be filled by seniority employees first and substitutes second, provided no seniority employees bid on the positions. If qualified seniority employees bid on the job, it must be filled within the six day period from date of posting. If a seniority employee is deemed unqualified for the position, the Employer shall state the reasons in writing to the applicant and Union within three working days of the decision.
- B. When an employee is placed temporarily in such a position, such employee and the Union shall be notified, in writing, as to the effect concerning the position and the employee.

26. STAND-BY DRIVERS

- A. A Stand-By Driver's position shall be filled in accordance with Article 11, Sections A and B. Fringe benefits shall be paid according to the terms of the Agreement.
- B. A Stand-by Driver must be qualified to drive the bookmobile, food truck and a school bus. On a case by case basis, the District may excuse a stand-by driver from one or more of these requirements.
- C. Food truck stand-by assignments will be made in the following order: (1) Stand-by Drivers that are qualified to drive the food truck, and have given written notice of their interest in these assignments; (2) School bus drivers that are qualified to drive the food truck, and have given written notice of their interest in these assignments; and (3) Stand-by drivers that are qualified to drive the food truck, but have given written notice of their preference not to drive the food truck.

27. SUBSTITUTE DRIVERS

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

28. COMPUTATION OF BACK WAGES

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

29. RATES FOR NEW JOBS

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will notify the Union of the classification rate structure. In the event the Union does not agree that the rate is proper, it shall be the subject of negotiation. Such jobs may be filled on a temporary basis by a driver from the bargaining unit as provided in Article 23, Sections A and B.

30. RIGHTS OF VETERANS

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

Agreement. When reinstated, the employee shall return to the same salary step as that held upon time of leaving.

- E. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the School District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two weeks per year is the normal limit, except in the case of an emergency which does not exceed thirty (30) days. Further extension of this benefit may be granted at the discretion of the Employer.

### 31. LEAVES OF ABSENCE

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

(usually six weeks after termination of the pregnancy).

- c. After the termination of pregnancy the employee shall be permitted to return from leave at any time. However, such return shall be no later than following the post-natal examination period (usually six weeks after termination of pregnancy). Upon returning from leave of absence, the employee must provide a physician's certification that she is physically sound and able to perform all normal duties of her position. The Board may choose at its option and expense to have the employee examined by the Board's physician prior to the employee's return to work.
  - d. Pregnant employees may continue to work provided they continue to meet all physical requirements of the Michigan Department of Transportation.
- B. Leaves of absence with full or partial pay (as specified below) shall be granted for temporary periods, upon written request to the Personnel office without loss of seniority, under the following, limited circumstances:
- 1. A driver who receives notice of required appearance for jury duty must notify the Transportation office within one (1) school day of such notice. If the driver is summoned and reports for jury duty, the driver shall be paid the difference between the amount received as a juror and the normal week's pay, provided the driver is available for work within the regular work schedule when not occupied for jury duty. The driver shall be required to report to work on any and all days when not sitting as a juror. The driver shall furnish the Transportation Department with a written statement from the appropriate public official listing the amount and the dates for which the driver was paid for jury duty. Any driver found abusing this privilege shall not be entitled to the pay differential and will be subject to disciplinary action.
  - 2. A leave of absence with full pay (regular schedule) not chargeable against the driver's sick leave shall be granted for a court appearance when subpoenaed as a witness in any case connected with the driver's employment, provided the driver is not a plaintiff in the suit, is found not to be the responsible party, and provides to the department a copy of the subpoena and any sums received as subpoena fees.



The driver may retain all mileage reimbursement fees.

- C. When reinstated, the employee shall return to the same salary step as that held at the time of leaving. Leaves of absence shall be reflected in the employee's anniversary date.
- D. Leaves may be extended upon written request by the employee for a period up to one (1) year by mutual agreement of the Administration and the Union.

### 32. LEAVE FOR UNION BUSINESS

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

### 33. SICK LEAVE

All members covered by this Agreement shall be granted one (1) sick leave day\* per month worked not to exceed twelve (12) days per year\*\*\*\*\* with unlimited maximum accumulation. An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.\*\*

Sick Leave with full pay may be taken for:

1. Personal illness or injury.
2. Illness or serious injury to members of the immediate family.\*\*\*
3. Death in the immediate family (limit five (5) days).
4. To attend the funeral of a close friend or relative (limit one (1) day per occurrence).

5. When exposure to contagious disease might create a health hazard for students or other employees.
6. When unforeseen emergencies\*\*\*\* arise calling for the immediate presence of the employee.

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

Medical verification of illness may be required where an alleged pattern of absences immediately before or following an employee's non-scheduled workday(s) exists or where an employee's attendance record shows excessive absences. In such cases, the employee shall be notified in writing of the need for such verification for future absences. The Chapter Chairperson shall receive a copy of such notice at the time it is issued. The employee and/or his/her Union Representative may discuss the requirements for verification with the Employer. The need for continuing verification shall be reviewed every six (6) months.

Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under this section may be subject to discipline or discharge.

In cases of extended illness, the employee may request a leave of absence for illness in accordance with Article 29.

\*A sick leave day shall be defined as the number of hours in the employee's regular work day.

\*\*In cases of absence, it is expected that an employee notify the appropriate supervisor or office.

\*\*\*Immediate family shall include the employee's spouse, children, parents, foster parents, parents-in-law, brothers, sisters, and any other person for whom the driver is financially or physically responsible.

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

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

Summer Hours Worked

Hours of Sick Leave Granted

0 - 59	-0-
60 - 139	4
140 - 219	8
220 - 299	12
300 or more	16

34. PERSONAL LEAVE

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

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

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

Personal Leave shall not be used for:

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

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

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

35. WORKER'S COMPENSATION (On-the-job-injury)

In cases of physical disability to work resulting from compensable accidental injuries while on the job, the Employer

will augment the payment the employee receives through Worker's Compensation in the following manner:

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

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

36. HOLIDAYS

A. Recognized Holidays

The following days will be recognized and observed as paid holidays with premium pay or overtime pay, if worked.

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
New Year's Day	1/1/93	12/31/93	1/2/95
Memorial Day	5/31/93	5/30/94	5/29/95
Independence Day	7/5/93	7/4/94	7/4/95
(for employees scheduled to work the week of July 4th)			
Labor Day	9/7/92	9/6/93	9/5/94
Thanksgiving Day	11/26/92	11/25/93	11/24/94
Day after Thnksvgv	11/27/92	11/26/93	11/25/94
Christmas Day	12/25/92	12/24/93	12/26/94

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

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

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
New Year's Eve	12/31/92	12/30/93	12/30/94
Good Friday	4/9/93	4/1/94	4/14/95
Christmas Eve	12/24/92	12/23/93	12/23/94

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

C. Eligibility Requirements:

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

1. The employee should have been scheduled to work on such day if it had not been observed as a holiday, unless the employee is on a day off, vacation, or sick leave.
2. The employee drove his/her full route on his/her last scheduled work day prior to and the employee's next scheduled work day following the holiday, unless excused by the Employer or is absent for any reasonable purpose. The Employer and the Union shall mutually agree upon whether the purpose is reasonable in each case. Illness should be construed as a reasonable purpose, and need not be mutually agreed upon. The employees who have established seniority, but who are on inactive status due to layoff or illness leave of absence that commenced not more than thirty (30) working days prior to the week in which the holiday occurs shall receive pay for such holiday.
3. Eligible employees who do not work on a holiday shall be paid a sum computed by multiplying their current hourly rate of pay by the number of hours in their regular work day.
4. If an employee works on any of the paid holidays listed above, the employee shall be paid in addition to the holiday pay a sum computed by multiplying his/her current hourly rate of pay by twice the number of hours the employee works on said paid holiday.
5. For the purpose of computing overtime, all holiday hours worked or unworked for which an employee is compensated shall be regarded as hours worked.
6. There shall be no holiday pay for an employee on suspension unless reversed through the grievance procedure.

- D. If any other District employee group is granted a paid holiday on either or both the Martin Luther King, Jr. Birthday or Presidents' Day holidays during the term of this agreement, the Union may seek to reopen this

agreement to negotiate the same paid holiday(s) in exchange for a savings offset elsewhere in the contract.

37. VACATION PAY IN LIEU OF SICK LEAVE

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

1. All employees who are on the payroll at the time spring vacation begins and who have accumulated five (5) sick leave days shall have the option of receiving a sum not to exceed five days' pay for a five day period when schools are closed during the spring vacation.  
OR
2. All employees who are on the payroll at the time Christmas vacation begins and who have accumulated five (5) sick leave days shall have the option of receiving a sum not to exceed five days' pay for a five day period when schools are closed during the Christmas vacation.

Payment for these extra days shall reduce the total number of accumulated sick leave days the employee has to his/her credit.

In no case shall an employee be paid for both periods of time in the same school year under the above option.

38. VACATIONS

- A. All employees covered by this Agreement working on a regular basis shall receive vacation pay based on the following schedule:  
After five years of service - 5 days
- B. Vacation pay shall be based on regularly scheduled hours of work as of the first pay day in December and shall be paid as part of the regular bi-weekly pay covering the Christmas vacation period, unless the employee requests in writing that the payment be delayed until June.
- C. Years of service shall be determined by the number of years of service completed by September 1 of a given year.
- D. To be eligible for vacation pay, the employee must have been in active employment for 140 days in the preceding school year.

39. LIFE INSURANCE

The Employer shall provide a \$5,000 group term life insurance benefit including accidental death with a waiver of premium provisions to all full and part-time employees who regularly work twenty (20) or more hours per week. Coverage will become

effective on the first day of the month following hire. It is the employee's responsibility to enroll at the Employee Benefits Office within 30 days of hire.

#### 40. HEALTH INSURANCE

- A. The Board agrees to provide each employee the option of electing one of the following health plans:

PLAN I: Blue Cross-Blue Shield MVF I, Option IV with a \$2.00 drug rider. The employee agrees to contribute the following amount per month for the above coverage:

Single	\$ 5.00
Two Person	7.50
Family	10.00

PLAN II: Blue Care Network/Health Central, High Option with a \$2.00 drug rider. The District cost shall not exceed the District's cost for Plan I, above.

PLAN III: Blue Care Network/Health Central, Plan-7 with a \$2.00 drug rider, \$7.00 copay on office calls. The District cost shall not exceed the District's cost for Plan I, above.

- B. Employees eligible for hospitalization coverage through the Employer, who are covered by an alternative source (example: spouse's employer), must elect to do either of the following:
- a) Drop the coverage of the alternative source and retain coverage through the Employer, or
  - b) Drop the coverage through the Employer, and retain through the alternative source, and receive the applicable monthly cash benefit.
- C. Beginning October 1, 1992, employees not receiving benefits as set forth in Section A, will receive additional compensation based upon regularly scheduled work hours. Employees scheduled to work at least 30 hours per week will receive \$60.00 per month additional compensation. Employees scheduled to work between 20 and 30 hours per week will receive \$30.00 per month additional compensation. Employees electing either health insurance (Section A) or the additional compensation may purchase additional tax exempt options on a payroll deduction basis.

It is the employee's responsibility to enroll at the Employee Benefits office within 30 days of becoming eligible or during re-enrollment periods.

- D. Each employee shall execute the following form and return it in to the Employees Benefits Department by September 30, 1990, or within one month of employment, whichever is later.

BLUE CROSS-BLUE SHIELD OR HEALTH CENTRAL COVERAGE

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

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

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

Signature \_\_\_\_\_

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

41. DENTAL INSURANCE

Effective on or about September 1, 1993, the Board shall provide single subscriber/employee dental insurance as



follows: MEBS 50/50/50/\$500 policy without an orthodontic rider for each full-time regular employee covered under this agreement. The Board shall pay 50% of the premiums toward this dental plan for those employees regularly scheduled to work less than six (6) hours per day. Each covered employee has the option of purchasing two person or family coverage subject to the two (2) year enrollment/waiting period provisions established by MEBS.

42. VISION REIMBURSEMENT PLAN

Effective July 1, 1994, the Board agrees to provide the Lansing School District self-funded vision reimbursement plan to all full-time employees and eligible family members, with employees being eligible for benefits once every two fiscal year period. Benefits will be prorated for employees working less than six (6) hours per day.

43. INSURANCE COVERAGES

- A. Upon acceptance of written application by the insurance carriers, employees shall become eligible for insurance benefit programs beginning the first day of the month following employment. The employee must be actively on payroll the day that the coverage becomes effective. Board contributions for coverage shall cease the end of the month following termination or retirement. Changes in family status shall be promptly reported by the employee to the Employee Benefits office within 30 days of such change. The employee shall be responsible for any overpayment of premiums made by the Board on his/her behalf for failure to comply with this paragraph.
- B. Should the Board wish to initiate a change in the hospitalization insurance program which would be equivalent to or better than the coverage now specified, it may do so only after review of a joint committee composed of three members of the Unit and three members of the Administration.

As an alternative to the health insurance coverage described, above, the Board may initiate during the term of this agreement, a new health insurance benefit program and/or a cafeteria benefit program. Both the implementation and the continuation of any such new insurance program(s) shall be at the discretion of the Board during the term of the Agreement. Participation in such new program(s) by bargaining unit members shall be voluntary. Upon implementation of such program(s), a special conference may be initiated by the Board or the Union to explore its terms.

- C. Employees, their spouses, or dependent children who cease to be eligible for Board medical insurance shall have the

right to continue such coverage on a direct payment basis with the Lansing School District. Changes in dependent status (marriage, divorce, birth, adoptions, death, children no longer dependent) must be reported within 30 days of the event. Coverage may be continued for 36 months except for termination of employment or reduction in hours. In those cases maximum extension is 18 months.

44. LONGEVITY PAY

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

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

- B. For all employees scheduled to begin longevity during this Agreement, longevity will be paid in one lump sum on the first pay period in December of each year. Employees presently receiving longevity may have the option of a lump sum payment, or as now provided, payment added to the regular bi-weekly pay of the employee. Should the employee elect the option of a lump sum payment, it must be requested prior to the employee's anniversary date. Once the option has been exercised, employees may not revert back to bi-weekly payments.

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

	1992-93	1993-94	1994-95
After 5 years through 9 years	\$185	\$189	\$194
Beginning 10 years through 14 years	371	378	388
Beginning 15 years through 19 years	556	567	582
Beginning 20 years and over	742	757	777

Longevity will be paid in one lump sum on the first pay period in December of each year.

45. TERMINAL LEAVE

Upon retirement under the Michigan School Employees' Retirement Plan, or upon death, the employee or beneficiary shall receive a lump sum payment computed by multiplying the employee's last daily rate by fifty percent (50%) of accumulated sick leave days, with a maximum of \$1,030 (1993-94 - \$1051; 1994-95 - \$1078).

For the purpose of this benefit, sick leave days shall accrue from September 1, 1966. Sick leave accumulated prior to this

date may be used by the employee for the purposes outlined in Article 31 for so long as it lasts, permitting full accumulation of current sick leave allowance toward the terminal leave benefit.

46. JOB DESCRIPTIONS

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

47. PROTECTION OF DRIVERS

- A. When emergency school closings occur or when a group of potentially hostile pupils create a problem on the school bus, a driver shall receive assistance from the school and/or the Transportation Department Office. Additional school bus drivers may be assigned to assist the driver only in extenuating situations.
- B. If the Transportation Department becomes aware of a physical or mental condition of a student which may affect the safe transportation of that student, the driver of the affected route will be advised.
- C. Any case of employment-related assault and/or battery upon a driver shall be immediately reported to the immediate supervisor. Upon written request to the Personnel office, the Board will provide appropriate advice to the driver regarding any rights and obligations s/he has in connection with the handling of the incident by law enforcement and judicial authorities.
- D. The Board will repair, reimburse or replace for employees the current value of clothing or personal property damaged or destroyed as a result of an accident, act of vandalism, assault and/or battery upon them suffered in the good faith performance of their employment. Limitations upon this right include: (A) A maximum recovery of \$200.00 per incident; (B) The loss is covered by insurance; (C) Reimbursement can be obtained from other sources; (D) The loss is associated with particularly valuable property, relative to the nature of the job assignment (Examples: designer suits, lost diamonds, heirloom jewelry, etc.); (E) Vandalism to an automobile which is associated merely with its presence on school property, as opposed to some job-related action by the employee; (F) The claim is not made within a reasonable period of the loss; and/or (G) The employee fails to cooperate with the investigation of the loss.

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

Personnel office and a representative of the Employee Benefits office.

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

#### 48. MISCELLANEOUS

##### A. Nondiscrimination and Equal Employment Opportunities

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

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

##### B. Handicap Accommodations

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

##### C. Complaints Against Drivers

In the event a parent, pupil or other person not employed by the Lansing School District lodges a complaint against a driver, such complaint may be made part of the driver's personnel file only in accordance with the following procedure:

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

4. If additional investigative work is done, the driver will be provided with a copy of any report which is generated.

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

#### 49. UNION BULLETIN BOARD

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

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

#### 50. NO STRIKE CLAUSE

- A. The Union agrees that neither it nor its members nor any persons acting on its behalf will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of employees from their positions, or stoppage of work or abstinence, in whole or in part, from the full, faithful and proper performance of the employees' duties of employment) to occur during the life of this Agreement for any purpose whatsoever.
- B. In the event of any action in violation of the foregoing, the Union agrees to post notices immediately at any or all schools affected, or otherwise communicate with persons violating this provision by all means at its disposal, that said activity is unauthorized by the Union and in violation of this Agreement and shall advise such persons to discontinue immediately said activity, and the Union, further, will use every other means at its disposal to assist in the immediate termination of such activity.
- C. The Union will not directly or indirectly take reprisals against employees who continue, or attempt to continue, their duties, or who refuse to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including injunctive relief and/or damages against any person, group or organization violating this Article.

51. SALARY SCHEDULE

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Step 1 (beginning base)	\$ 8.81	\$ 8.99	\$ 9.22
Step 2 (end of 1st year)	9.54	9.73	9.98
Step 3 (end of 2nd year)	9.98	10.18	10.44
Step 4 (end of 3rd year)	10.54	10.75	11.03
Step 5 (end of 4th year)	11.14	11.36	11.66

Employees shall receive their current hourly rate of pay during the time they perform bus washing duties.

52. NEGOTIATIONS PROCEDURES

- A. At least 60 days prior to the expiration of this Agreement, the Union and the Employer will begin negotiations for a new Agreement covering wages, hours and terms and conditions of employment.
- B. This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment to this Agreement.

53. EFFECTIVE DATE AND TERMINATION OF AGREEMENT

This Agreement shall become effective as of September 1, 1992, and shall continue in full force and effect until 11:59 P.M., August 31, 1995.

UNIT NEGOTIATING COMMITTEE  
OF THE LANSING SCHOOL DISTRICT OF  
THE INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES OF  
COUNCIL 25, LOCAL UNIT NO. 1390

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

Date \_\_\_\_\_

By Shirley Zathrop  
Committeeperson

Date 10-29-93

By Leslie Shuman  
Committeeperson

Date \_\_\_\_\_

By Diane Haggerty  
Union Staff Representative

Date 10-29-93

BOARD OF EDUCATION

By Marcy Weiden  
President

Date 11-21-93

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

Date 1-7-94

APPENDIX A - Bookmobile Driver

Route Preference

The Bookmobile-Driver-Clerk's position shall not be available for bidding at the beginning of each school year, as described in Article 11, Section A, paragraph 1.

The trial period as described in Article 11, Section B, paragraph 4 shall be for a period of six (6) weeks for the Bookmobile-Driver-Clerk.

Layoff and Recall

Layoff and Recall shall be according to classifications. The Bookmobile-Driver-Clerk shall be considered as a single classification.

Extra Trips

The Bookmobile-Driver-Clerk shall be eligible to add his/her name to any of the following trip board lists: (1) local field trips, (2) charter trips, and (3) unscheduled workday and holiday trips during the regular school year. The bookmobile driver-clerk shall not be eligible to drive for Ebersole Environmental Center trips or summer trips. This section is subject to the understanding that trip opportunities that conflict with his/her regular work schedule shall be treated as automatic refusals.

Vacations

The Bookmobile-Driver-Clerk shall receive an annual vacation with full pay based on the following schedule:

The first 7 years	-	2 weeks
Upon completion of 7 years	-	3 weeks
Upon completion of 15 years	-	4 weeks

Vacations shall be computed from July 1 through June 30. The vacation allowance to which an employee is entitled shall be determined by the number of years of service completed by June 30 of a given year and will be posted and scheduled.

Vacation allowance shall be prorated during the first year of employment to the nearest half day. (Based on 5/6 of a day per month of service to June 30.)

Vacation allowance may not be accumulated from one fiscal year to the next except on the basis of written request which must have the approval of both the Chief Librarian and the Personnel office.

Vacations shall be scheduled at a time when this will not unduly interfere with or hamper normal operations of the library. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee.

Vacations during the summer months shall be limited to three weeks unless otherwise agreed.



Unless approved by the Chief Librarian and the Personnel office, vacations shall be scheduled for periods of not less than one week at a time or not less than the number of days to which the employee is entitled, whichever is smaller.

Hospitalization Insurance

Coverage of the benefit provided shall be for twelve (12) months for the Bookmobile-Driver-Clerk.

Salary Schedule

The Bookmobile-Driver-Clerk shall be paid according to the Bus Driver Salary Schedule.

Miscellaneous

The Bookmobile Driver shall assist in the orientation of personnel in the operation of the Bookmobile at the request of management.

The Bookmobile Driver shall be allowed to attend one state or local conference per year related to the operation of mobile libraries, with pay. Scheduling of such conference participation is subject to the approval of the Bookmobile Driver's immediate supervisor. All costs associated with the conference shall be the responsibility of the driver. Subject to the above restrictions, the bookmobile driver will not be required to use his/her sick or vacation time to attend approved, work-related conferences.

The Bookmobile Driver may be used as a standby.

## APPENDIX B - Food Truck Driver

### Route Preference

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

### Hours of Work

The Food Truck Drivers shall be eligible for charter trips; however, they shall not be eligible for local field trips as described in Article 24, Section A. They will be charged with an automatic refusal for any charter trip which interferes with their Food Service Truck work schedule with the exception of their last scheduled hour. Whenever necessary, any or all Food Service Truck Drivers shall substitute for school bus drivers in the P.M.

### Summer Hours of Work

Regular Food Truck Drivers shall be eligible for summer food service truck driving assignments. Food Truck Drivers will be eligible for summer school bus driving only if there is not food service truck work all summer.

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

## APPENDIX C

### MEMORANDUM OF UNDERSTANDING CONCERNING DETERMINATION OF FITNESS FOR DUTY

#### Employee Responsibilities

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

#### Medical Examination or Inquiry

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

Medical examinations or inquiries may be conducted when:

1. Evidence of a job performance or safety problem exists;
2. Determining current fitness to perform a particular job;
3. An employee requests an accommodation on the basis of disability; or
4. Required by other federal or state laws.

#### Establishing Existence of Performance Problems

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

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

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

### Urinalysis for Controlled Substances

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

### Medical Reports and Recommendations

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

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

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

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

### Dignity and Rights

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

### Confidentiality and Medical Records

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

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

#### Employee Assistance Program

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

#### Employer Responsibility for Examination Expenses

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

#### Forensic Standard of Care

All drug testing shall conform in all respects to the forensic protocol found in National Institute of Drug Abuse (NIDA) laboratory licensure rules, as amended, hereafter referred to as "NIDA guidelines." The standard of care required by the NIDA guidelines may not be evaded or diminished, but specified elements may be modified by this contract. [Reference: 53 Federal Register 69, pp. 11970-11989, 4/11/88.]

#### Drug Screening

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

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

#### Positive Identification of Drug

Drug positive initial screens shall be routinely followed by an unambiguous positive identification of the suspected unknown substance by a forensic toxicology facility properly licensed and operating under NIDA rules, serving as an agent of the Employer. Unambiguous positive identification requires a complete Gas Chromatography/Mass Spectrometry (GC/MS) establishing the presence of the substance at or above threshold (cutoff) levels.

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

#### Laboratory Records

Upon receipt of written request of the Union, accompanied by signed consent of the employee for release of record, a laboratory performing employee drug tests must furnish a completed record of the employee's identification assay(s) within three working days,

unless the Union and lab make other arrangements. This record shall include evidence of a complete and unbroken chain of custody, all evaluable GC/MS data (including quality controls), and all reports furnished to the medical provider.

#### Quality Assurance

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

#### Medical Review Officer

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

#### Medical Records

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

#### Employer Responsibility for Assay Expenses

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

#### Legal Requirements

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

APPENDIX D

MEMORANDUM OF UNDERSTANDING  
CONCERNING EVALUATION

During the term of this Agreement, the parties shall develop and implement a system for appraising/evaluating the performance of bus drivers. The bus driver evaluation process will seek to:

- A. provide periodic feedback to bus drivers regarding the quality of their performance based on direct supervisory observation of a driver's work.
- B. offer recognition to those drivers who perform well.
- C. offer assistance and opportunity to those drivers not performing up to standard to improve their performance.

Representatives from the Employer and Union shall propose an evaluation process including procedures to be followed, an evaluation instrument and an evaluation calendar that shall be approved by the Employer and bargaining unit members prior to implementing the process.

APPENDIX E

MEMORANDUM OF UNDERSTANDING  
CONCERNING BUS WASHING

- A. Washing/cleaning crews shall consist of 3 Bus Drivers for Winter and Spring and 2 Bus Drivers for Summer.
- B. Assignment Period
1. Spring Break - 5 days
  2. Summer Break - 2 weeks
  3. Winter Break - all working days of the holiday period or until all buses have been washed, whichever occurs first
- C. Task Description
1. Spring/Winter: Pre-soak, brush wash, rinse bus, squeegee windows
  2. Summer - Interior: Remove graffiti and gum from seats; sweep bus floor; hand wash ceiling, walls, floor, windows and seats; wipe clean dash and switch panel  
- Exterior: Pre-soak, hand scrub tires and wheels, brush wash, rinse, hand wash windows
  3. All Periods - (a) Deviation from the specific task descriptions shall be allowed at the discretion of management.  
(b) Perform additional tasks as may be assigned by the Motor Pool Supervisor or his/her designee.
- D. Task Performance Quota
1. Spring - 16 buses per day, minimum acceptable 15
  2. Summer - 10 buses per week, minimum acceptable 8
  3. Winter - 16 buses per day, minimum acceptable 14
- E. Hours of Work
- |                          |   |                |
|--------------------------|---|----------------|
| 6:00 A.M.                | - | Begin Work     |
| 8:00 A.M. to 8:15 A.M.   | - | A.M. Break     |
| 10:00 A.M. to 10:30 A.M. | - | Lunch          |
| 12:30 P.M. to 12:45 P.M. | - | P.M. Break     |
| 2:15 P.M.                | - | Cleanup        |
| 2:30 P.M.                | - | End of Workday |
- F. While on a cleaning assignment, the drivers shall not for the purpose of transporting students, drive a school bus.
- G. Drivers are on temporary assignment to the Vehicle Maintenance Department, and under the direct supervision of the Motor Pool Supervisor or his/her designee.
- H. During Spring/Winter cleaning assignments, cleaning will be performed in the southeast bay at the VMC.



During Summer cleaning assignment, cleaning shall be performed on the concrete approach pad, directly between the 2 overhead doors so as not to obstruct access to the garage bays.

- I. Cancellation: Cleaning assignments may be cancelled in part, or completely by the Motor Pool Supervisor or his/her designee due to extreme weather conditions, and/or any condition which would require the use of all 4 bays by the mechanics (Spring/Winter).

Option: At the discretion of the Motor Pool Supervisor or designee, if a condition does manifest itself which would require the cancellation of an assignment, management may reassign the hours of work as follows:

2:30 P.M.	-	Begin Work
4:00 P.M. to 4:45 P.M.	-	Break
6:30 P.M. to 7:00 P.M.	-	Dinner
9:00 P.M. to 9:15 P.M.	-	Break
10:45 P.M.	-	Cleanup
11:00 P.M.	-	End of Workday

If an assignment is cancelled, drivers shall be paid in accordance with Article 21 "call time" if the assigned crew reported to work at its regularly scheduled time. If conditions warrant the cancellation of an assignment, and the shift option is to be exercised, management shall notify the assigned crew 24 hours in advance, if possible.

- J. Quotas: If a driver and/or crew is unable to meet the performance quota, excluding unusual circumstances and/or the assignment of additional tasks as may be determined by management, management will replace the driver and/or crew with an alternate driver or crew. Drivers will be paid for the time worked only.
- K. Posting - Selection of Crews

The Pupil Transportation Department shall post a notice four (4) weeks prior to the assignment period; this posting and sign-up sheet will remain posted for two (2) weeks. Crew members shall be selected by seniority and other factors as currently established by the Pupil Transportation Department.

One (1) week prior to the assignment period, the Pupil Transportation Department shall provide to the Vehicle Maintenance Department a crew list.

It is agreed that by not signing up for the extra work assignment of school bus cleaning during the two (2) week posting period, a driver shall forfeit any and all claims or potential claims pertaining to the extra work assignment.

- L. At such a time that the Lansing School District purchases and installs automatic, or semi-automatic washing equipment this agreement shall become null and void. At such time the parties shall meet to discuss the revised plan for school bus cleaning.
- M. Bus washing during Winter, Spring and Summer breaks shall first be assigned to bus drivers in the manner described herein. It is agreed however that school bus cleaning is not a task which will be performed by the Bus Drivers bargaining unit, exclusively. During the school year and on break periods when bus drivers are not available, this task may be performed by Vehicle Maintenance Department personnel and/or the mechanic's helper as has been past practice.
- N. Drivers who call in sick during their assignment shall be replaced by substitutes for that day.

