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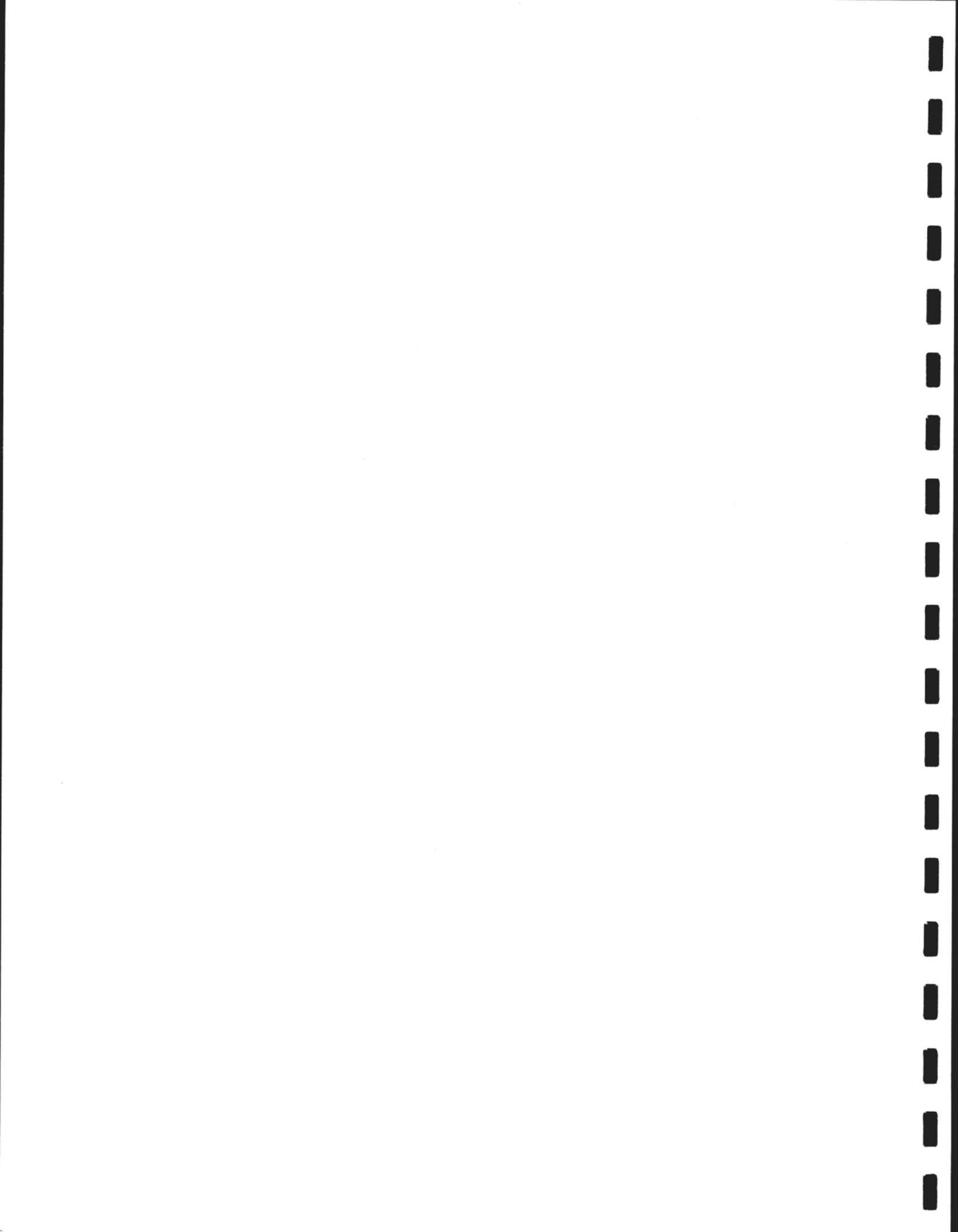
MASTER AGREEMENT

NEW BUFFALO AREA SCHOOLS

AND

NEW BUFFALO EDUCATIONAL PERSONNEL ASSOCIATION

New Buffalo Area Schools



This agreement entered into this 20th day of October 1997, by and between the New Buffalo Educational Personnel Association (MEA/NEA), as hereinafter referred to as the Union, and the Board of Education of the New Buffalo Area Schools, hereinafter referred to as the Board or the Employer.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I -- PURPOSE AND INTENT

- A. This Agreement is negotiated pursuant to Act 379, Public Acts of the State of Michigan of 1965, to establish the wages, hours, terms, and conditions of employment for the members of the bargaining unit herein defined.
- B. This Agreement shall constitute a binding obligation of both the Employer and Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to the Agreement.
- C. This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established practices of the Employer.
- D. The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, and the Union. The employer and the Union further recognize the mutual benefits of resolution of disputes which may arise as proper interpretation and implementation of this Agreement.

ARTICLE II -- RECOGNITION

- A. The employer recognizes the New Buffalo Educational Personnel Association, an affiliate of the Michigan Education Association and the National Education Association, as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et seq.; MSA 17.455(1) et seq., ("PERA"), for all full-time and regular part-time custodial/maintenance, bus drivers, mechanic, food service, clerical/secretarial and aide employees excluding bookkeeper/secretary, assistant bookkeeper, supervisors, substitutes, and all other employees.

B. Unless otherwise indicated, use of the term "employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of employees covered herein, there shall be the following categories:

1. Full-time: An employee who is regularly scheduled to work 40 hours per week or more.
2. Part-time: An employee who is regularly scheduled to work less than 40 hours per week.
3. Probationary: An employee who is employed to fill a full-time or part-time position for a trial period of 240 working hours in that position.
4. School year employees: An employee whose employment follows the school calendar of 170 to 185 days.
5. Full-year employees: An employee who is employed to work on a twelve (12) month basis

ARTICLE III -- BOARD'S RIGHTS

- A. Reserved exclusively to the Board are all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of the State of Michigan and of the United States or which have been heretofore properly exercised by it, excepting where expressly and in specific terms limited by the provisions of this Agreement.
- B. It is agreed that the Board hereby retains and reserves unto itself, without limitation, all the powers, rights, and authority which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, or those things covered by applicable law. These rights include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
 3. Hire all employees and, subject to the provisions of law, determine their qualifications, and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees.

4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Determine the numbers and location or relocation of its facilities and work stations and bus routes.
6. Adopt rules and regulations, as long as they are not inconsistent with this Agreement or law.
7. Determine the financial policies, including all accounting procedures.
8. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.

C. Contract Interpretation.

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of the Board's rights as delineated in this Article shall be preserved.

D. Limitation on Board Rights.

The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE IV -- SENIORITY

- A. An employee's seniority shall date from such employee's most recent starting date of employment within the bargaining unit described in Article II - Recognition. If more than one employee has the same date of hire, position on the seniority list shall be determined by drawing lots.
- B. The initial seniority list shall be mutually prepared by the Union and Board and posted conspicuously within thirty (30) workdays after the effective date of this Agreement. Thereafter, the Employer shall annually (by November 1) provide to the Union a list of the employees arranged in order of their seniority. The Union shall have thirty (30) calendar days after receipt of said list to make any objection regarding the accuracy of the list. Absent such objection, the Employer's list shall be conclusive.
- C. For purposes of this Agreement, all employees shall be placed in one of the following classifications based on their current assignments:
 1. Bus driver
 2. Lunch aide

3. Food service
4. Custodian
5. Secretary/Clerk
6. Mechanic
7. Library/Classroom aide
8. Maintenance

D. Seniority shall be lost by an Employee upon termination, resignation, retirement or transfer to a non-bargaining unit position.

ARTICLE V -- GRIEVANCE

A grievance shall be defined as any dispute regarding the meaning, interpretation or application of the terms and provisions of this Agreement. Written grievances as required herein shall contain the following:

1. It shall be signed;
2. It shall contain an explanation of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

The Employer shall not be obligated to process formal grievances which are not in compliance with the above standards. Should the Employer reject a grievance on this basis, it shall give written notification to the involved employee and Union steward stating what standard is not in compliance and allowing the grievance to be resubmitted within the time lines.

Section 1: First step: An employee who believes there is a grievance shall first discuss the matter with the supervisor personally or accompanied by a Union representative within five (5) days after the occurrence of the event upon which the grievance is based. If the Union believes there is a grievance, it shall first discuss the matter with the supervisor within ten (10) days after the occurrence of the event upon which the grievance is based. It shall be the objective of both parties to resolve the matter in this manner.

- (a) A memorandum of all unresolved grievances shall be prepared by the supervisor outlining the nature and substance of the discussion with a copy submitted to the grievant and the Superintendent.

Section 2: Second Step: Those grievances which have not been settled in the First Step and are to be appealed to the Second Step shall be submitted in writing to the Superintendent within ten (10) school days after the completion of Step 1, and shall state the facts upon which the grievance is based, when they occurred and shall be signed by the employee who is filing the grievance or an officer of the Union when the Union is filing the grievance.

The Superintendent or designee shall meet with the grievant and/or Union representative or representatives within five (5) school days after receipt of the grievance to consider the grievance. The Superintendent shall give a written answer to the aggrieved employee and/or the Union representative or representatives within twenty (20) calendar days after the date of this meeting. If the answer is mutually satisfactory, the grievant shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Union and one(1) by the Superintendent.

Section 3: If the grievance has not been settled in the Second Step, the Union representative or representatives and not the individual grievant may process a grievance to arbitration provided such submission is made within twenty (20) calendar days after receipt of the Second Step answer.

- (a) All matters submitted to arbitration shall be submitted to the American Arbitration Union in accordance with its Voluntary Rules and Regulations then obtaining within the time specified above and such rules shall govern the arbitration hearing.

Section 4: It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigations to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- (a) The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (b) The arbitrator shall have no power to establish salary scales.
- (c) The arbitrator shall have no power to rule on any of the following:
 1. The termination of services of any probationary employee.
 2. Any claim or complaint for which there is a procedure pending in any forum established by law.
 3. Any matter involving the content of an evaluation, unless it is a claim of failure to follow contract procedures.

The arbitrator shall have no power to change any practice, policy, or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule, or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.

The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide, except as it may be specifically conditioned by this Agreement.

There shall be no appeal from an arbitrator's decision if made within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, and either party may seek to enforce the decision in a court of competent jurisdiction.

Grievances which are not appealed within the time limits specified in the above grievance procedure shall be considered to be withdrawn by the grievant and/or Union. Failure of any Employer representative to respond at any level within the time lines specified shall enable the Union to move to the next level at the grievance procedure within the designated time lines.

"Days" shall be defined as days the Administrative Office is open. Processing of all grievances shall take place after school hours.

The Board will only reimburse the Union one-half (1/2) the cost of any arbitration process that results in a decision, or unless otherwise mutually agreed.

Section 5: The presentation and discussion of grievances provided for in this Article shall take place outside of the regular school hours, except during the first step of this procedure which will be held during school hours so long as all persons involved could so meet without interference with their assigned duties. This provision does not apply to an arbitration hearing. Such procedures shall remain confidential unless subject to the Freedom of Information Act or applicable law.

Section 6: Neither the Employer nor the Union shall be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.

ARTICLE VI -- UNION RIGHTS

- A. The Union and its representatives shall have the right to use Employer buildings at reasonable hours for meetings in accordance with the Employer's building use policy.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on Employer property at reasonable times provided that this shall not interfere with or interrupt normal operations. Such representatives who are not District employees shall announce their presence at the Superintendent's office.
- C. The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board which are not disruptive and do not interfere with the work of the employees. Union representatives may place Union materials in the employee mailboxes.
- D. The Union may use the Employer's equipment including typewriters, mimeographing machines, other duplicating equipment, and calculating machines at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- E. Up to two employees per day may use accumulated leave days for Union business. Union business shall not include picketing or organizing at any school district or other employer. The Union shall reimburse on current basis the Employer one hundred percent (100%) of the amounts paid to Michigan Public School Employees Retirement System (MPSERS) which relate to the time a member(s) is (are) on Union leave/released time service.

ARTICLE VII -- DISCIPLINE OF EMPLOYEES

- A. After completion of the probationary period, no seniority employee shall be disciplined or discharged without just cause. The term "discipline" as used in this Agreement includes warnings, reprimands, suspensions without pay, or discharges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the Union within three (3) days of the discipline.
- B. An employee shall be entitled to have present a Union representative during any meeting which will lead or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such Union representative is present, provided a delay of not more than one (1) working day shall result. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

ARTICLE VIII -- VACANCIES, PROMOTIONS, AND TRANSFERS

- A. A vacancy shall be defined as a newly-created position or a present position that is not filled.
- B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) work days. Said posting shall contain the following information:
 - 1. Type of work
 - 2. Location of work
 - 3. Starting date
 - 4. Rate of pay
 - 5. Hours to be worked
 - 6. Classification
 - 7. Minimum requirements
- C. Permanent vacancies shall be filled with qualified personnel. The Employer declares its intent to give consideration to present employees including the employees' length of service and job performance.
- D. Any employee who temporarily assumes the duties of another employee for sixty (60) days or less will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
- E. Prior to an involuntary transfer, the Superintendent shall have a conference with the employee as to the rationale for such transfer.
- F. An employee shall not be placed on a lower step/wage due to an involuntary transfer for thirty (30) calendar days. Thereafter, salary adjustments shall be instituted based on the new classification. An employee shall have the right to grieve an involuntary transfer.
- G. If a vacancy occurs during the summer months (June, July, August), the Employer shall give notice of same to the local Union President via U.S. mail or hand delivery.
- H. In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability, as determined by the Employer, perform the work required during the trial period, or at the option of the affected employee the employee shall be returned to his/her previous assignment.

ARTICLE IX -- WORKING CONDITIONS

- A. Job descriptions will include, at a minimum:
 - 1. Job-title and description.
 - 2. Minimum requirements.
 - 3. A specific statement of required tasks and responsibilities.
- B. The basic compensation of each employee shall be as set forth in Appendix "B". There shall be no deviation from said compensation rates during the life of this Agreement.
- C. The following conditions shall apply to all overtime worked:
 - 1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week or hours worked on Sundays and holidays.
 - 2. Compensatory time off at a rate of time and one-half may be given instead of overtime pay if mutually agreeable to the Employer and the employee.
- D. The supervisor of each classified area shall set the daily and weekly work schedule with the Superintendent's approval. Bus routes are assigned by the transportation supervisor, as are field trips. No overtime is permitted without the approval of the Superintendent.
- E. One fifteen (15) minute relief period may be taken for each four (4) full-hours worked subject to supervisor's approval as to the time of such breaks. Employees working four (4) or more hours shall generally have thirty (30) minute unpaid duty free lunch period absent extenuating circumstances.
- F. The minimum call-in for emergency situations shall be two (2) hours.
- G. The Employer shall assist employees with respect to the maintenance of control and discipline of students in the employees assigned work area based on Board policy and administrative guidelines.
- H. Custodial/maintenance employees and 52-week secretaries who work on days which school is closed for emergencies shall be paid for such days. Employees who do not work on such days shall receive no pay for days school is canceled; however, they shall be paid for any rescheduled days.

ARTICLE X -- VACATIONS AND HOLIDAYS

- A. An employee must be employed full-time for a full-year (consecutive period of twelve (12) months;) to accumulate vacation credit. After one year, an employee is entitled to one week vacation with pay; after two years, two weeks vacation with pay; and after five years, three weeks vacation with pay. Vacation time is not cumulative, and persons terminating their employment for any reason may not be compensated for unused vacation time. Vacation should be scheduled only when school is not in session. Vacation time must be requested in advance to the supervisor. Final approval for vacation time rests with the Superintendent. The Superintendent is not required to grant vacation leave to more than one employee per classification at any given time. In the event an employee is or has been on an unpaid leave of absence vacations shall be prorated.
- B. No employee shall be paid for any holiday until after the 240 hours probationary period is completed. Employees shall be paid holiday pay based on their regularly scheduled hours. An employee qualified to receive holiday pay must be present for work the full-shift on the workday preceding and the workday after the holiday, except when an absence is due to a death in the immediate family or the employee is on a paid leave. Holidays that occur during a vacation period for 52-week employees will be paid holidays.
- C. Paid Holidays.
1. Full-year employees: Good Friday afternoon; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day following Thanksgiving; Christmas Eve; Christmas Day; New Year's Eve; and New Year's Day.
 2. School-year employees: Good Friday afternoon; Memorial Day; Labor Day; Thanksgiving Day; the day following Thanksgiving; Christmas Day; and New Year's Day.

ARTICLE XI -- LEAVES

- A. Paid leaves.
1. Sick and Funeral Leave
 - a. Sick leave may be used only for personal illness or illness in the immediate family: mother, father, spouse, children, relatives living in the same household, grandparents, or grandchildren. The employee must notify his/her supervisor when he/she is going to be absent as early as possible before the absence.

- b. **Funeral Leave of Absence.** Employees will be granted up to five (5) days' absence due to death in the immediate family. Immediate family shall be defined as spouse, mother, father, children, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and relatives living in the same household or other funeral with permission of the Superintendent. These days shall not be discounted from sick leave and shall not be accumulative.
- c. **Sick Leave and Funeral Leave Form Required.** The employee shall complete a form prepared by the Central Office indicating the reason for taking his/her sick days.
- d. **Number of Days Available**
 - 1. Full-year employees: one (1) day/month, twelve (12) days/year, accumulative to one hundred twenty (120) days maximum.
 - 2. All school-year employees: one (1) day/month, ten (10) days/year, accumulative to one hundred twenty (120) days maximum.
 - 3. The Employer shall furnish each employee with a written statement at the beginning of each school year setting forth total accumulated sick leave credit.
- e. **Personal illness (incapacity to work):** Doctor verification of illness may be required by the Board for any illnesses lasting five (5) consecutive working days or more, or whenever a pattern of absences raises the suspicion of abuse.
- f. **Workers' Compensation** shall be the exclusive salary benefit for an employee's illnesses or disabilities which are work-related, provided the employee qualified for the Workers' Compensation benefits.

2. **Personal Days.**

All employees shall be granted, with pay, two (2) days per year for personal business leave which shall be deducted from the employee's accumulated sick leave. Such leave shall be for the purpose of transacting business which cannot be transacted at a time other than during the working day.

- a. A personal business day may be used at the discretion of the employee except that personal business days shall not be used for any type of recreational pursuit, and the day prior to or the day following a vacation period or holiday, except with permission of the Superintendent.

- b. Written notification of a business leave request shall be submitted to the Superintendent using the form prepared by the school five (5) days in advance of the intended absence, except in an emergency.
- c. All leaves granted for personal business shall be subject to the approval of the Superintendent of Schools prior to their being granted.

3. Jury Duty

The Board will pay the difference between regular compensation loss and jury duty pay, excluding mileage, received from the court by any employee required to serve as a juror during regularly assigned work time. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.

B. Unpaid Leaves.

1. A leave of absence is a written authorized absence from work for not more than one (1) year at a time and without pay. A leave shall be granted, denied, or extended in the sole discretion of the Employer upon written request for such leave by the employee who shall state the reason for the leave upon the application. Only full-time employees who have one or more years of seniority may be granted a leave of absence. Any extensions shall be submitted in writing to the Board prior to the expiration of the time requested.
2. Leaves requested due to illness must be accompanied by a physician's certificate that the employee is unable to work and the reason(s) therefore. Physicians' statements shall be by a medical doctor (M.D.) or a doctor of osteopathy (D.O.). The Employer shall have the right to independent medical verification (at the Employer's expense) before the employee is permitted to return to work or may allow verification from the employee's physician. Renewal of leave shall be at the discretion of the Employer.
3. All leave requests shall state the exact date on which the leave is requested to commence and the anticipated date on which the employee is to return to work, subject to approval of the Employer. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of the intent to return to work.

4. During an unpaid leave of absence:
 - a. The employee may not seek work elsewhere unless agreed to by the Employer;
 - b. The employee must take the leave for the reason so stated on the application;
 - c. The employee shall not return to work prior to the expiration of said employee's leave unless otherwise agreed to by the Employer; and
 - d. The employee shall return to work from a leave on the exact date scheduled.

Failure to comply with the above may lead to disciplinary action.

5. An employee on an unpaid leave shall neither gain nor lose seniority.
6. An employee returning from a leave of absence shall be placed at the experience (pay) level appropriate to their seniority.
7. Military and national Guard leave shall be granted in accordance with state and federal law.
8. Positions held by an employee on an unpaid leave shall be filled on a temporary basis at the Employer's discretion.
9. Employees returning from an unpaid leave shall be reinstated to the same position and classification held when the leave began subject to the layoff and recall provisions.

C. Pursuant to the Family and Medical Leave Act of 1993, as amended, the Employer shall abide by the provisions of the Act and shall provide leave for the following situations:

1. Birth, adoption, or foster care placement of an employee's child;
2. Serious health condition of an employee's spouse, child, or parent;
3. The employee's own serious health condition.

All leave shall be granted only in accordance with the provisions of the federal law. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article. Any employee who wishes to request a Family and Medical Leave, will be granted such a leave of absence in accordance with Federal requirements.

ARTICLE XII -- EMPLOYEE EVALUATION

- A. Each classified position has a job description, and each employee is given a copy upon beginning employment. Annually employees shall be provided a copy of their job description and the evaluation instrument. Each employee shall be evaluated in light of his or her job description and the policies and procedures adopted by the Board of Education.
- B. Each employee may request to review the contents of his evaluation file. Each employee will be annually evaluated in writing by their direct supervisor or a qualified individual.
- C. All evaluations shall be reduced to writing and a copy given to the employee within ten (10) days of the completion of the final evaluation. If the employee disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question within ten (10) days of being provided a copy of the evaluation. If the supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms. A Plan of Improvement shall be provided as per Board of Education policy.
- D. Following each formal evaluation, which shall include a conference with the evaluator, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. All written evaluations are to be placed in the employee's personnel file. At the completion of the probationary period, an evaluation of the employee's work shall be completed following the procedures of this provision.
- E. In the event a non-probationary employee is not continued in employment, the Employer shall advise the employee of the specific reasons therefore in writing.

ARTICLE XIII -- LAYOFF AND RECALL

- A. "Layoff" shall be defined as necessary reduction in the work force.
- B. If the Employer determines to lay off employees, it shall have the right to reduce the number of employees or employee hours or to eliminate positions. Compensation and fringe benefits shall be suspended during any period of layoff. Employees shall be provided a twenty-one (21) calendar day notification of the intent to layoff absent

extenuating circumstances. Employees who collect unemployment compensation during regular school breaks shall reimburse the Employer for any unemployment compensation received if the employee is recalled and returns to their regularly scheduled work calendar after the regular school break has ended.

- C. Employees shall be laid off within a classification in the following order provided there are more senior qualified employees in the classification.
 - 1. Probationary employees.
 - 2. Employees shall be laid off and recalled according to their seniority in classification. An employee on scheduled layoff shall have the right to displace a lesser seniority person in the same classification or on another classification provided the more senior employee is qualified to perform the duties of the position. An employee's job which is eliminated shall have the same rights as if being laid off.
- D. The most senior employee in the classification shall be recalled first, provided that the employee is qualified to perform the duties of the position to be filled. If the employee shall fail to report for work within five (5) days from the date of receipt of the notice of recall sent via registered mail or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit and shall automatically terminate his employment relationship with the Employer. The obligation of the Employer to recall a laid off employee shall terminate three (3) years following layoff. New employees shall not be hired while there are qualified laid off employees for vacancy or newly-created position.
- E. A laid off employee shall neither accrue nor lose seniority during any period of layoff. Employer paid insurance benefits shall continue until the end of the month during which layoff occurred. Employees on lay off may continue insurance benefits consistent with COBRA.
- F. It shall be the responsibility of each employee to notify the Employer of any change of address. The address, as it appears on the Employer's record, shall be conclusive.
- G. A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- H. An employee who declines recall to an equivalent position as to pay, hours and benefits previously worked shall forfeit seniority rights. If an employee is recalled to a position with a lower rate of pay or fewer hours, the employee may accept the position without loss of recall rights to their former classification provided it still exists.

ARTICLE XIV -- MISCELLANEOUS

- A. If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. If any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.
- B. There are no understandings, agreements, or past practices which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. It is understood that any amendments to this Agreement must be in writing and mutually acceptable to each party.
- C. It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understanding, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of all rights or claims which may be asserted. This Agreement shall supersede rules or regulations of the Board, Union or employees which are inconsistent with or contrary to its specific terms.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Copies of this Agreement shall be printed at the expense of the employer within thirty (30) days after execution of this Agreement and presented to employees. The Employer and Union shall share the cost of printing subsequent contracts.
- E. Alcohol and Drug Policy

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, the parties hereto agree to the drug and alcohol testing program as set forth in Appendix "C" of this Agreement.

ARTICLE XV -- STRIKES AND LOCKOUTS

- A. The Employer and the Union subscribe to the principle that differences should be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program.

- B. Accordingly, the Union and/or its members agree that, during the term of this Agreement, it or they shall not direct, instigate, participate in, encourage or support any strike against the employer by any member or group of members.
- C. Also, the Employer agrees that, during the terms of this Agreement, it shall not direct, instigate, participate in or support any lockout against the Union by the Employer.

ARTICLE XVI -- BUS DRIVERS

- A. All drivers must pass required physical examinations. Physical examinations shall be given by a school-designated physician and shall be paid by the Employer.
- B. Drivers must satisfy all certification and training requirements adopted by the State of Michigan and the Employer. Drivers must be certified and qualified to operate every vehicle (lift-bus, bus, and wagon), enabling a driver to take any run. The Employer shall reimburse a bus driver for his/her CDL license renewal. However, if a driver is separated from employment within the lifetime of the license, vehicle group designation, or vehicle endorsement, for any reason except retirement or layoff, the driver shall have deducted from his/her final paycheck a pro rata share of the cost of the license, group designation, and/or endorsement based upon the number of years remaining on said license, group designation, or endorsement.
- C. Exclusion from coverage on the Employer's fleet insurance policy shall be grounds for immediate dismissal.
- D. Bus drivers shall be reimbursed for meals while on trips of more than four (4) hours as follows:

Breakfast (6:00 - 9:00 a.m.): \$5.00
Lunch (11:00 - 1:00 p.m.): \$6.00
Dinner (5:00 - 8:00 p.m.): \$8.00

Receipts for reimbursement must be provided.

- E. Bus Drivers shall be paid for any required inservice at their down time rate.
- F. If a driver reports to drive a run/trip and it is canceled without giving the driver prior notice, the driver shall receive two (2) hours' pay at his/her regular rate, provided the driver was not previously notified of the cancellation. This shall apply only to runs/trips scheduled on other than a normal school day.

On school days, if a driver loses their regular run because of reporting to drive a trip that is canceled without prior notice, the driver will be compensated one-half hour of pay lost on the regular run that he/she would have driven.

- G. The Employer shall pay the driver his/her down time rate if the driver has to stay with the bus when it breaks down.
- H. Extra runs shall be offered to the most senior driver on a rotating basis. However, drivers may "trade" trips if both drivers and their supervisor agree.
- I. Drivers will be paid ten (10) minutes for all required pre-trips when they are required to check under the hood, five (5) minutes for all other pre-trips, and five (5) minutes for all required post trips.
- J. Between December 15th and March 1st, the run rate will be increased by ten (10) minutes for run times of 45 minutes or more. Run time may also be adjusted due to road construction or other factors affecting the run time.
- K. Drivers will be reimbursed for out-of-pocket expenses within one week after submittal of receipts.

ARTICLE XVII -- UNION DUES

A. Union Membership

Each employee shall have the right to freely join or refrain from joining the Union and shall not be discriminated against by reason of joining or refusing to join the Union or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each employee of the Board shall within sixty (60) work days from and after the ratification date of this Agreement advise the Union in writing as to whether he/she desires to join the Union and pay dues. Employees who join the Union shall remain union members until expiration of the contract. New employees shall be provided the option to join the union upon their hiring. The gathering of said union membership shall be the responsibility of the Union. The Union shall tabulate the results and immediately provide the same to the Superintendent, together with copies of the responses from each employee.

- B. Union members may sign and deliver to the Board an assignment authorizing the deduction of Union dues. Such authorization shall continue until revoked in writing by the employee upon expiration of this contract. Employee authorizations for the deductions of Union dues shall identify the employee, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such employee.
- C. Board Responsibility

The Board shall deduct the authorized amount due from each employee's pay and transmit the total deductions to the financial secretary of the Union within fifteen (15) calendar days following such deduction, together with a listing of each employee from

whom deductions were made, except that the Board shall not be required to make deductions authorized by an employee during any pay period such employee did not provide services to the Board unless such employee was on paid leave of absence or receiving sick leave benefits authorized by this Agreement. The board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Union agrees to refund such monies forthwith.

Dues deductions shall be adjusted only twice per year (on October 1st and February 1st). The Employer will notify the Union Treasurer of permanent changes in work hours by the end of the month in which such change occurs.

D. Limitations

In the event an employee who is obligated to, but fails to pay the Union dues directly to the Union, or to authorize payment through payroll deductions, such failure shall not cause the employee to be terminated. However, the Board recognizes the right of the Union, based on the obligations set forth in this Agreement, to pursue collection of the Union dues by appropriate action in a court of competent jurisdiction. In no event shall the Employer be a party to such collection action.

E. Save Harmless

The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE XVIII -- EMPLOYEE RIGHTS

- A. Any employee who is assaulted or threatened with bodily harm by an individual or a group while carrying out his/her assigned duties shall as soon as possible notify his/her building principal or supervisor who shall notify the Superintendent's office as soon as possible.
- B. The Board's administrative and supervisory personnel shall cooperate fully with law enforcement authorities in connection with the latter's investigation and prosecution of any such offense. If court attendance is required of the employee in connection with the prosecution by the district of any such offense, the employee shall suffer no loss of pay for absence for such court attendance.
- C. Personal Property

Employees who provide evidence of loss of personal property that is essential to the employee's performance such as clothes or a personal vehicle, but excluding non-essentials such as radios, works of art, etc., shall not be unreasonably denied reimbursement when the loss arose out of the course of employment. A maximum of \$250 reimbursement will only be made if the loss is not covered by or collected from an insurance policy.

- D. Nothing contained in this Agreement shall be construed to deny or restrict any employee those rights he/she may have under the Michigan General School Laws and Regulations, if any.
- E. Each employee shall have the right, upon written request, to review the contents of his/her own personnel file, provided that all confidential material has been removed before it is made available. A representative of the Union may, if the employee so desires, be requested to accompany the employee in such a review.
- F. The complaint by a parent/guardian of a student and/or student, directed toward an employee may be called to the employee's attention; however, no disciplinary action or report shall be taken or made against an employee unless such complaint has been brought by the employer to the employee's attention in writing.

ARTICLE XIX -- DURATION

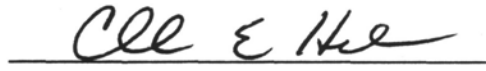
This agreement shall become effective as of this 20th day of October, 1997 and the terms and provisions thereof shall remain full force and effect through the 30th of June, 2000. If contract ratified by both parties prior to November 1, 1997, wages will be adjusted retroactive to expiration date. For drivers who have been paid run rates, a stipend of \$.22 per run will be paid. It is understood and agreed that the parties shall begin negotiations not less than sixty (60) days prior to the end of this agreement.

New Buffalo Educational
Personnel Association

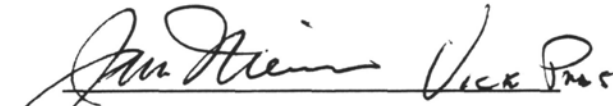
New Buffalo Area Schools
Board of Education



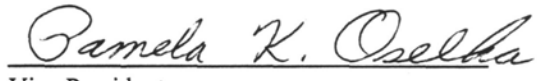
President



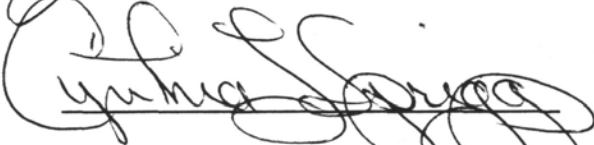
President



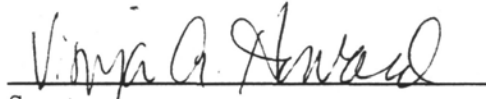
Vice Pres



Vice President



Secretary



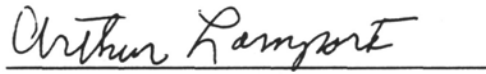
Secretary



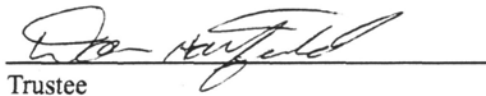
Treasurer



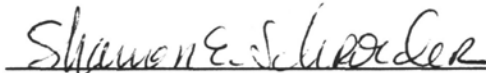
Treasurer



Trustee



Trustee



Trustee

APPENDIX "A"

- A. 1. The Employer shall provide insurance to employees of the district working twenty-one (21) or more hours per week as of October 27, 1992, as follows:

PLAN A - For employees electing health insurance

Health

Long Term Disability 66 2/3%
\$3000 Maximum
90 Calendar Days - Modified Fill
Pre Existing Condition Waiver
Freeze on Offsets
Alcoholism/Drug - same as other
Mental/Nervous - same as other
Cost of Living Benefit

Negotiated Life	\$40,000 with AD&D
Vision	VSP-3
Dental	80/80/80: \$1300

PLAN B - For employees not electing health insurance

All insurance benefits shall be comparable/equivalent to current coverage

Long Term Disability	SAME AS ABOVE
Negotiated Life	\$50,000 with AD&D
Vision	
Dental	90/90/90: \$1500
Annuity Payment - The Board shall pay \$50.00 per month to MEAFS Annuity plan of the employees choice.	

2. The Employer shall contribute the 88% for eligible employees toward the purchase of Plan A. The balance of the insurance costs shall be paid by payroll deduction.
3. For employees hired after September 1, 1992, the Employer shall contribute the following amounts towards the purchase of the health insurance.

35+ hours per week -	same 1-2
30-34 hours per week	75% of the Board paid contribution
25-29 hours per week	50% of the Board paid contribution
21-24 hours per week	25% of the Board paid contribution

4. Employees not receiving Board paid insurance, may purchase insurance in accordance with the rules of the carrier and provided that such purchase does not adversely effect rates for covered employees.
- B. Employees retiring after fifteen (15) or more years of service at New Buffalo Area Schools, shall receive \$10 per day of accumulated sick leave to a maximum of \$500 after September 1, 1993.
 - C. The Employer agrees not to change the current insurance carrier during the life of this Agreement.
 - D. The Board shall provide a Section 125 plan for benefits offered in this section.

APPENDIX "B"

Effective July 1, 1997
until June 30, 1998

	Begin	2 yr.	3 yr.
Secretary	9.73	10.12	10.51
Attn./Data Entry	9.73	10.12	10.51
Lib. Asst. Elem.	7.60	7.90	8.21
Lib. Aide	7.39	7.67	7.98
E.M.T.	8.90	9.13	9.49
Instructional Aide	7.37	7.64	7.93
Noon Hour	7.04	7.32	7.59
Maint. SS	10.75	11.17	11.61
Maint.	10.19	10.59	11.01
Custodian	9.73	10.12	10.51
Food Asst.	8.17	8.49	8.83
Head Cook	8.01	8.32	8.64
Kitchen Wkr.	7.11	7.40	7.68
Mechanic	14.12	14.68	15.25
Bus Driver/ Field	9.96	10.36	10.76
Layover	6.34	6.34	6.34

*All rates are hourly.

Effective July 1, 1998
until June 30, 2000

The base salary schedule is increased based upon the per pupil percentage increase (Michigan State Foundation Grant) multiplied by the prior February FTE student count. The percentage salary increase is that percentage which is equal to the prior year school budget dedicated to service employee salaries. The percentage increase in Retirement, FICA, and Worker's Compensation costs incurred by the New Buffalo Area Schools attributable to the bargaining unit is subtracted from the increased Foundation Grant. All step increases shall be granted.

APPENDIX "C"

DRUG AND ALCOHOL TESTING OF CDL LICENSE HOLDERS

Policy

In fulfilling its commitment to ensure public safety and trust, the Board of Education is committed to providing a safe educational environment and workplace for its students and employees. Substance abuse by employees, most particularly by those who perform safety-sensitive functions, constitutes a grave threat to their physical and mental well-being, significantly impedes their work objectives and job performance, and interferes with their ability to maintain a safe educational environment and workplace. The Board of Education further believes that the safety of students while being transported to and from school or school activities is of paramount importance and is the primary responsibility of those persons who operate or maintain school vehicles. To fulfill, that responsibility, each person who operates or maintains school vehicles must be mentally and physically alert at all times while on duty. According, it is the policy of the Board of Education to establish and implement an alcohol and controlled substances testing program for its employees (both regular and substitute) who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

The Board of Education directs the Superintendent or his/her designee to establish and implement an alcohol and controlled substances testing program (including the provision of education materials and appropriate training) for its employees (both regular and substitute) who perform safety-sensitive functions as mandated by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

Consortium Agreement

In order to meet the mandates of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations, the Board of Education will enter into an Agreement with the Berrien, Cass, and Van Buren County Consortium for provision of the following services:

- A. Alcohol and controlled substances testing for covered employees who perform safety-sensitive functions.
- B. Education and training programs, which will minimally include for supervisors
 - 1) At least 60 minutes of training on alcohol misuse;
 - 2) At least an additional 60 minutes of training on controlled substances use;

- 3) The physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.
- 4) Education and training programs for covered employees, which will minimally provide educational materials that explain the requirements of the alcohol and controlled substances testing rules, as well as the policy and procedures with respect to meeting those requirements.
- 5) Clear and consistent communication with the medical review officer regarding all appropriate matters.
- 6) Preparation and submission of all required reports to the designated school official, the medical review officer, and to federal and state agencies.

The Consortium Agreement is incorporated into this policy by reference, and will be renewed on a biennial basis.

Standards of Conduct

All employees, including those who perform safety-sensitive functions, are expected to comply with the Board of Education's Drug-Free Schools policy and Drug-Free workplace policy, which, in part, strictly prohibit the possession, use, distribution or being under the influence of illicit drugs and alcohol by all employees on school premises or as part of any school business, activity or function. In addition, a covered employee shall not report to duty or remain on duty requiring the performance of a safety-sensitive function:

1. While having an alcohol concentration of 0.04 or greater as indicated by alcohol breath test;
2. Within four hours after using alcohol;
3. While possessing alcohol or any controlled substances;
4. While using alcohol or any controlled substances;
5. While the use of alcohol or any controlled substances affects the employee's ability to safely perform his/her duties.
6. While using a prescription or over-the-counter medication which may impair his or her physical or mental ability, without first reporting the use of such medication to the Transportation Supervisor.

Compliance with the standards of conduct as well as with the alcohol and controlled substances testing procedures in this policy is mandatory and shall not be construed to be voluntary. Disciplinary sanctions, up to and including termination of employment, shall be imposed on a covered employee who violates these standards of conduct or who fails to comply with the alcohol and controlled substances testing procedures. Failure to comply with testing procedures includes, but is not limited to:

1. Refusing to take a test;
2. Refusing to provide a specimen;
3. Refusing to sign a test consent form;
4. Refusing to refrain from ingesting alcohol or controlled substances after an accident or when requested to be tested on a reasonable suspicion basis;
5. Engaging in evasive testing actions intended to compromise the validity of the test results, including but not limited to switching or adulterating test samples.

Authorized Use of Prescription and Over-the-Counter Medication

Covered employees using prescription or over-the-counter medication are responsible for being aware of any potential effects such medications may have on their ability to safely perform their duties. If a covered employee uses a controlled substance pursuant to a doctor's prescription, the employee must immediately inform the Transportation Supervisor of this medication, as well as the doctor's opinion as to whether the medication will adversely affect the employee's ability to perform a safety-sensitive function.

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

Consequences for Violating Standards of Conduct

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

1. Immediately removed from any duty which involves the performance of a safety-sensitive function;
2. Subject to disciplinary action, up to and including discharge;

3. Advised of available resources (including any employee assistance program) for evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances.
4. Returned to duty involving the performance of a safety-sensitive function only if the employee's conduct does result in discharge and if the employee submits negative test in compliance with the Omnibus Transportation Employee Act of 1991 and its promulgated regulations.
5. Required to undergo return-to-duty testing as well as unannounced follow-up tests after the employee's return to duty as directed by the substance abuse professional and in compliance with the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations. Subsequent positive tests will result in further disciplinary action, including the employee's discharge.

Voluntary Requests for Alcohol or Substance Abuse Counseling/Treatment

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

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

Referral, Evaluation and Treatment

Through the applicable employee assistance plan, covered employees will be provided with an opportunity for treatment. The availability of such treatment, however, does not require the New Buffalo Area School District to provide or pay for rehabilitation.

Testing for Alcohol and Controlled Substances

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

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

1. **Pre-employment/Pre-duty testing:** Prior to employment or prior to the first time an employee performs a safety-sensitive function, the employee shall receive from a medical review officer a controlled substances test result verified as negative. If a pre-employment controlled substances test is positive or the pre-employment alcohol test result indicates an alcohol content of 0.02 or greater, the applicant will not be hired. This testing is not required if it is determined that:
 - a.) The covered employee has participated in a testing program that satisfies the requirements of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations within the previous 30 days; and
 - b.) While participating in that program, the covered employee was tested within the past six months (from the date of application for employment) or participated in random controlled substances testing program for the previous 12 months (from the date of application for employment); and
 - c.) No prior employer has knowledge or records of a violation of the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations or the controlled substances use rule of another Department of Transportation agency with the previous six months.
2. **Post-accident testing:** As soon as practical following an accident, but no later than 8 hours (alcohol test) or 32 hours (controlled substances tests), testing is conducted to each covered employee if the accident involved loss of human life or a citation is issued for a moving traffic violation arising from the accident. The New Buffalo Area School District will provide all covered employees with necessary post-accident information, procedures and instructions, prior to the employee performing a safety-sensitive function. A covered employee who is subject to post-accident testing shall remain readily available for such testing or shall be deemed to have refused to submit to testing.

3. **Return-to-duty testing:** a covered employee shall undergo testing with a verified negative result prior to returning to duty that requires the performance of a safety-sensitive function, any time after the employee engaged in prohibited conduct relative to alcohol and/or controlled substances.
4. **Follow-up testing:** A covered employee identified by a substance abuse professional as needing assistance associated with alcohol misuse and/or use of controlled substances, and who has returned to duty involving the performance of a safety-sensitive function, is subject to unannounced testing (consisting of at least six tests) over the first 12 months following his/her return to duty as directed by a substance abuse professional.
5. **Reasonable suspicion testing:** A covered employee shall undergo testing as a result of a reasonable suspicion that the employee has violated the standards of conduct relative to alcohol and/or controlled substances based on specific contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the covered employee while, just before, or just after performing a safety-sensitive function.
 - a.) The supervisor or person who makes the reasonable suspicion determination should not conduct the test on the employee.
 - b.) A written record of the observations leading to a reasonable suspicion test must be made and signed by the supervisor or person who made the observations. This record must be made within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
6. **Random testing:** Each year, random testing will be used at the rate of 25% (alcohol) and 50% (controlled substances) of the average number of active covered employees subject to testing.
 - a.) Covered employees shall be selected for testing through use of a scientifically valid method provided by the New Buffalo Area School District's testing facility, and each covered employee shall have an equal chance of being tested each time selections are made.
 - b.) Random testing dates shall be unannounced and distributed throughout the calendar year.
 - c.) Each covered employee selected for random testing shall be relieved of any job responsibilities as soon as possible and shall proceed to the test site immediately.

Recordkeeping

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

1. Records of negative controlled substances tests and alcohol tests of less than .02 alcohol concentration must be maintained for at least one year.
2. Records relating to training and the alcohol and controlled substances collection process must be maintained for two years.
3. Equipment calibration documents, employee evaluations and referrals, documentation of refusals to take required tests, records of positive tests, and records indicating an alcohol level of 0.02 or greater must be kept for five years.
4. An annual summary of the results of the New Buffalo Area School District's testing program will be submitted to the U.S. Department of Transportation within the required time frame.

Training

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

1. The identity of the designated person to answer driver questions about the materials;
2. The categories of employees who are subject to the alcohol and controlled substances testing rules;
3. Sufficient information about the safety-sensitive functions performed by those employees to make clear what period of the work day the employee is required to be in compliance with the rules;
4. Specific information about prohibited conduct;

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

Confidentiality

Except as expressly authorized by law, neither the Consortium nor the New Buffalo Area School District shall release information regarding an employee's test results without the employee's written consent. The consortium's medical review officer will also communicate all information to the designated office of the New Buffalo Area School District as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations.

Definitions

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

Consortium: The Berrien, Cass and Van Buren County Consortium is an entity comprised of constituent school districts that provides alcohol or controlled substances testing as required by the Omnibus Transportation Employee Testing Act of 1991 and its promulgated regulations and that acts on behalf of the constituent school districts.

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

Covered Employee: An employee (including a substitute) who operates or maintains a commercial motor vehicle in interstate or intrastate is subject to the commercial driver's license requirements.

Fiscal Agent: The Berrien County Intermediate School District is the fiscal agent for the Berrien, Cass and Van Buren County Consortium.

Illegal Drug: Any drug or substance, the possession or use of which is unlawful pursuant to federal, state and local statute, regulation and/or ordinance.

Omnibus Transportation Employee Testing Act of 1991: The Omnibus Transportation Employee Testing Act of 1991, as signed into law on October 28, 1995, and its promulgated regulations, and as may be amended from time to time or may be superseded or replaced by legislation having a substantially comparable purpose.

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

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

Implementation and Compliance

Because the Board of Education, as of March 17, 1995, employs less than 50 covered employees who perform safety-sensitive functions, implementation of this policy will be effective January 1, 1996.

Legal Authority

Omnibus Transportation Employee Testing Act of 1991, 45 USC & 431 and its promulgated regulations.



