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6/30/99

MASTER AGREEMENT

between

**THE BOARD OF EDUCATION OF
SHEPHERD PUBLIC SCHOOLS**

and

**THE SHEPHERD TRANSPORTATION
ASSOCIATION/MEA/NEA**

July 1, 1997 through June 30, 1999

Shepherd Public Schools

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AGREEMENT

This Agreement entered into this ____ day of March, _____, 1998 by and between the Shepherd Transportation Association-Michigan Education Association/National Education Association (hereinafter "Union"), and Shepherd Public Schools, (hereinafter "Employer").

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

- A. This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.
- B. 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 just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer; and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

Article 1 **RECOGNITION**

- A. The Employer recognizes the Shepherd Transportation Association MEA/NEA, hereinafter the Union, 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 regular transportation bus drivers and community education driver, but excluding supervisors, substitutes, mechanics, garage helpers 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.
- C. An employee who is employed to fill a regular position shall be considered a probationary employee for the first fifty (50) days actually worked by the employee.

Article 2 **BOARD RIGHTS & RESPONSIBILITIES**

- A. In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the children of the Shepherd Public School District, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board of law, including:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Employer.
 2. Assign and direct its personnel, to determine the number of personnel and scheduling of all the foregoing, and to establish, modify or change any work or business or school hours or days.
 3. Direct the working forces, including the right to hire, promote, suspend, discharge, transfer, and assign work or duties to employees, to determine qualifications and conditions for continued employment, and to determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and to determine the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
 8. Determine the policy affecting the selection, testing or training of employees.
 9. Continue the right to determine and re-determine job content.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

Article 3
SENIORITY

- A. Seniority shall be defined as the continuous length of service within the District as a member of the bargaining unit. Date of hire shall be defined as the day on which the District provides written notice to the bargaining unit member that he/she has been hired. The District shall provide the Union a copy of the notice.

If the event that more than one individual bargaining unit member has the same date of hire, position on the seniority list shall be determined by drawing lots.

- B. The initial seniority list shall be prepared by the Union and posted conspicuously in the bus garage 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) workdays 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. An employee's seniority shall terminate if:
1. The employee quits.
 2. The employee is discharged.
 3. The employee retires under the Michigan Public School Employees Retirement System.

Article 4 **UNION RIGHTS**

- A. The Union and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings in accordance with the Employer's building use policy.
- B. Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.
- C. The Union shall have the right to use and/or have access to Employer facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment at reasonable times when such equipment is not otherwise in use.
- D. The Union shall have the right to post notices of activities and matters of Union concern on a designated bulletin board.
- E. The Employer agrees to furnish to the Union, in response to reasonable requests, information necessary to administer or negotiate the contract.

Article 5 **EMPLOYEE RIGHTS AND PROTECTIONS**

- A. After completion of the probationary period, no 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.
- B. An employee shall be entitled to have present a representative of the Union during any meeting which will 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 representative of the Union is present, provided a delay of not more than twenty-four (24)

hours results. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility.

- C. An employee shall have the right, upon request, to review the contents of his/her personnel file. A representative of the Union may request to review said file with the employee. The review shall be made in the presence of the administrator responsible for the safekeeping of such file.
- D. Any complaints by parents or guardians of a student directed toward an employee shall be called to the employee's attention within five (5) days. Complaints will be in writing. The employee will make a written response to the complaint within five (5) days.
- E. The private and personal life of any employee is not within appropriate concern or attention of the Board, unless such activities adversely affect the employee's efficiency or performance.
- F. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of negligence or neglect of duty, for any damage or loss to person or property. However, this provision shall not be interpreted to require the Board of Education and/or School District to assume financial responsibility beyond the coverage provided in the School District's insurance policies.

Article 6 **LEAVES**

A. PAID LEAVES

1. At the beginning of each work year, each employee shall be credited with twelve (12) days of leave in accordance with the following schedule.

Leaves shall be prorated for employees who are hired after the beginning of the school year.

- a. One (1) run per day employee: twelve (12) runs per year.
- b. Two (2) runs per day employee: twenty-four (24) runs per year.
- c. Three (3) runs per day employee: thirty-six (36) runs per year.
- d. Four (4) runs per day employee: forty-eight (48) runs per year.
- e. Five (5) runs per day employee: sixty (60) runs per year.

Leave units may be used in one run units. There shall be a limit on the accumulation of leave time of sixty (60) days.

2. In the event of the death, resignation after ten (10) years, or retirement under MPERS of an employee, full trip wages, less mileage, for unused leave days shall be paid to the beneficiary/employee.

3. Leave days may be taken for personal or family illness business or vacations. Use of leave days for business or vacations shall be scheduled in advance and are subject to prior approval by the supervisor. Vacations while school is in session shall not exceed one (1) week. A vacation or business leave may be denied in cases where there are an inadequate number of substitutes to provide coverage of the bus runs.

At the end of each school year employees shall be paid at full trip wages for any unused leave days in excess of sixty (60) days.

4. The Employer shall pay to such employee the difference between his/her salary received under the Michigan Worker's Compensation Act for the duration of an absence due to work related injuries up to the number of accumulated leave days.
5. Any employee whose personal illness extends beyond the period compensated under the previous sections of this Article, shall be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness subject to the provisions of paragraph B.
6. When serving as a member of a jury, the employee will receive the difference between his/her pay for jury duty and his/her regular pay. An employee is expected to report for regular school duty when temporarily or permanently excused from attendance at court.
7. The employee shall be granted a maximum of four (4) days paid leave in cases of death of immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grand-children, grandparent, and in-laws or member of the employee's household. Unused funeral/bereavement leave shall not be cumulative.
8. The Employer may require that any employee applying for use of sick leave for any particular day(s) of absence procure a doctor's certification of illness or disability for the day(s) absent. Any actions taken by the employer shall be in accordance with the provisions of Article 5. A doctor's release to return to work may be requested.

B. UNPAID LEAVES

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. The leave may be extended upon written request of the employee. During said leaves, seniority shall continue to accumulate. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leaves.
2. Parental/Child Care Leave requests shall also include a statement from the attending physician indicating anticipated date of birth of the child, where applicable. Parental/Child care leaves may be granted for the birth and/or care of a newborn or a seriously ill child or in conjunction with the adoption of a child.

3. Only employees who have one or more years of seniority may be granted an unpaid leave of absence. Any requests for extension shall be submitted in writing prior to the expiration of the leave.
4. An employee returning from a leave of absence shall be reinstated to the same position he/she held when the leave began unless the position has been eliminated. If the employee's position has been eliminated, he/she shall be assigned to an equivalent position held by an employee with less seniority or by a non-employee. An employee returning from a leave of absence of less than ninety (90) work days shall be placed at the experience (pay) level as he/she would have been at had he/she worked in the district during such period. At least five (5) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
5. Unpaid leaves of absence of more than five (5) days requested due to illness shall be accompanied by appropriate certification. The Employer shall have the right to request independent medical verification at the employer's expense. In the event of conflicting opinions, the employee and the Employer shall mutually agree upon the appointment of an impartial third physician whose opinion shall be conclusive and binding. In the event of the inability of the parties to agree upon the appointment of the third physician, such appointment shall be made by the County Medical Society. Any examination by an impartial third physician shall be at the expense of the Employer.

Article 7
VACANCIES AND TRANSFERS

- A.
 1. Prior to the beginning of each school year, the Employer shall assign the run to each employee that he/she had at the conclusion of the previous school year except as provided below. In the event the run has been eliminated, the employee shall be considered laid off and have all rights and benefits defined in Article 10. The Employer may modify the bus runs and stops to accommodate the student population.
 2. Two employees may agree to exchange their assigned runs. Such exchange shall only be made with the agreement of the employees involved and the transportation supervisor.
 3. In the event the transportation supervisor believes there is a need to change an employee's assigned run, he shall inform the employee and the Union of the reasons for the change. All such discussions shall take place prior to the end of a semester or the school year. After a discussion, the employee may request that the supervisor put the reasons for the change in writing.
 4. In the event that an employee retires, with or without notification, their position will be considered vacant.
 5. In changing an employee's assigned run, the supervisor shall first seek volunteers. If there are no volunteers for a change, the supervisor may reassign the employee to one of

the pool routes. Such changes shall only be made at the beginning of the school year or semester. An employee may not be involuntarily reassigned more than once in any twelve month period.

6. There shall be three (3) routes designated as pool routes. Such pool routes are the only ones to which an employee may be assigned except in filling of a vacancy. The pool routes have been jointly determined by the supervisor and the Union. The routes are 86-1, 86-2 and 89-1. While the buses assigned to these routes may change, the routes shall not change substantially from the configuration that made up each during the 1996-97 school year.

B. Temporary Vacancies

1. A temporary vacancy shall be defined as a position that is created for a limited period of time or a position held by a member on a leave of absence.
2. A temporary vacancy of thirty (30) school days or less need not be posted nor is there any requirement that the vacancy be filled in accordance with the procedure set forth in this article.
3. In the event a temporary vacancy is filled by a non-employee, the vacancy shall be reposted for the following school year if it continues to be vacant.
4. An employee who fills a temporary vacancy shall return to his/her regular position when the vacancy terminates.
5. A temporary vacancy of more than thirty (30) school days shall be posted and filled by the most senior applicant. If filling of the temporary vacancy should result in another run being vacated, the Employer may fill the second vacancy at its discretion.
6. In the event a temporary vacancy is initially scheduled to be for a period of time less than thirty (30) school days and is later found that it will be more than thirty (30) school days, the temporary vacancy shall be filled in accordance with the procedure set forth in this article as soon as it becomes known that the vacancy will be vacant for more than thirty (30) school days.

C. Permanent Vacancies

1. A permanent vacancy shall be defined as a newly created position or an existing position that is not filled (i.e., retirement, death, or separation from service). Morning/afternoon, kindergarten, noon, voc-tech and special ed. runs shall be posted when they become vacant.
2. Positions shall be posted within five (5) work days after a vacancy occurs.
3. Vacant positions shall be posted for a period of seven (7) calendar days during which time applications must be submitted in writing as per the instructions on the job posting. Postings of vacancies during the summer months shall be mailed to the Union President.

Any employee wanting copies of the postings during the summer months shall give self-addressed, stamped envelopes to the Transportation Supervisor or Union President and copies of the postings will be mailed to them.

If it is necessary to fill a vacancy during winter or spring break, the vacancy shall be filled on a temporary basis until the posting requirements can be met.

4. Kindergarten, noon, voc-tech, special ed. and newly created runs, other than regular runs, will be considered separate from the regular route for posting and/or vacancy purposes.
5. The vacant position shall be awarded to the most senior applicant. Vacant positions shall first be filled by transfers. In the event there are no request for transfers, laid off employees shall be recalled.

Article 8

WORKING CONDITIONS

- A. Employees shall work the days set forth in the school calendar.

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, may be rescheduled to ensure that there are (the number of days required to receive full state aid payments) a minimum of one hundred eighty (180) days of actual student instruction. Employees will receive their regular pay for days which are cancelled and are not rescheduled.

- B. Employees shall be notified of school delays or closings by 6:15 a.m. Failure to provide notice by 6.15 a.m. shall result in employees who show up for work being paid the regular route rate for their morning run.
- C. Employees shall be compensated an additional two dollars (\$2.00) per run in which an employee is required to assist with the loading and unloading of a physically handicapped student.
- D. The Employer shall purchase a new jacket for each employee every two (2) years. Prior to the purchase of the jackets a committee comprised of three (3) bargaining unit members shall recommend to the transportation supervisor two (2) styles of jackets. If there is disagreement with the recommendations, the committee and supervisor shall meet to jointly determine mutually acceptable selections. Each employee shall choose the style he/she desires.
- E. The Board recognizes its responsibility to give all reasonable support and assistance to employees with respect to the maintenance of control and discipline on the school bus.

The Employer recognizes the need to have reasonable rules established for student conduct. At the beginning of each school year, the District will publish to all students and staff of the

District a copy of all rules of conduct for students as shall be in effect at the time. In addition to the rules set forth above, each employee may establish additional rules for students during the time said students are in his/her charge. The employee shall provide a copy of his/her rules to the transportation director.

- F. An attempt shall be made to notify employees of any health problems which would be relevant to the transportation of students which the employee is required to transport. The District shall provide training for employees on how to respond to the student's health problem(s).

The District shall provide Red Cross certified training in basic first aid and emergency CPR for all employees. Attendance at such training shall be mandatory.

- G. The Employer shall reimburse employees for the cost of licenses or the renewal of licenses, including CDL, required for the employee to perform his/her job.
- H. Employees shall be reimbursed for all required mileage driven on the job in the employee's vehicle at the District rate.
- I. Employees shall be paid the following meal allowances for all trips and/or required meetings exceeding three hours other than regular routes.

	<u>Beginning or occurring these times</u>
Breakfast	\$4.00 5:00 a.m. through 8:00 a.m.
Lunch	\$6.00 11:00 a.m. through 1:00 p.m.
Dinner	\$8.00 5:00 p.m. through 7:00 p.m.

Receipt must be provided for reimbursement.

- J. Employees shall be paid their hourly rate for attendance at all employer requested or mandated meetings or training.

Article 9
GRIEVANCE PROCEDURE

- A. A "grievance" shall be defined as a dispute by an employee, groups of employees, or the Union regarding the meaning, interpretation or application of the express terms and provisions of this Agreement.

- 1. "Days" shall refer to employee work days during the school year and shall refer to calendar days during the summer months, exclusive of Saturdays, Sundays and holidays.

- B. Procedure of Handling

- 1. The employee(s) who feels that he/she has a grievance shall first take up the matter with the transportation supervisor (within ten (10) days after the occurrence giving rise to the

grievance, or ten (10) days following that date on which the employee(s) reasonably should have known of the facts giving rise to the grievance) who will attempt to resolve the matter within ten (10) days.

2. If this (step 1) fails to resolve the grievance, the employee(s) shall within five (5) days reduce the grievance to writing specifying the section of the contract he alleges is violated, the events that caused the alleged violation, and the remedy he seeks and submit it to the Superintendent. Upon receipt of the written grievance, the Superintendent shall attempt to resolve the matter within fifteen (15) days. The Superintendent's disposition shall be in writing.

C. If the Union is not satisfied with the disposition of the grievance by the Superintendent, if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator upon written notice to the Superintendent within thirty (30) days of the Board's answer. If the parties cannot agree as to the arbitrator within fifteen (15) days from the notification date that arbitration will be pursued, he/she shall be selected from the list of qualified arbitrators from the American Arbitration Association in accordance with its rules and procedures. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement as written. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the parties.

Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her 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.

- a. The arbitrator shall have no power to establish salary scales.
- b. 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 another remedial procedure or forum established by law or by regulation having the force of law.
 - 3) Any matter involving the content of any evaluation, unless it is a claim or failure to follow contract procedures.
- c. 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.

- d. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- e. 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 final and binding on the Union, its members, the employee or employees involved and the Employer.

Claim for Back pay

The Employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.

- 1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
- 2. No decision in any one case shall require a retroactive wage adjustment in any other case.

Article 10 **LAYOFF AND RECALL**

- A. Layoff shall be defined as a necessary reduction in the work force. Layoff will be accomplished by elimination of and/or reduction in the number of routes and assignments.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) calendar days prior to the effective date of layoff. In the event of a necessary reduction in work force the Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in those positions with a copy to the Union. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume an equivalent position which is held by the least senior employee, provided the more senior employee holds sufficient certification. New employees, except in the event of a strike by school district employees, shall not be hired or employed by the Employer while there are laid off employees. Equivalent shall mean an assignment that provides the same type work within the same time frame and does not conflict with the laid-off employee's current work schedule. Distance traveled in the replacement assignment may be more or less than that which was lost.
- C. Laid off employees shall be recalled in order of seniority, with the most senior being recalled first to any vacant position.

1. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records with a copy to the Union. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address.
 2. A recalled employee shall give notice of intent to return to work within three (3) working days after receipt of notice of recall and shall return to work within five (5) working days after receipt of notice of recall or such employee shall be terminated without recourse under this Agreement.
 3. An employee who declines recall shall forfeit his/her seniority rights. Employee on layoff shall accrue seniority during the period of such layoff.
- D. 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.
- E. An employee who is laid off for more than thirty-six (36) calendar months shall be removed from the seniority list.
- F. In the event an employees' work assignment is reduced on a per run basis and the affected employee is unable to assume an equivalent position, he/she shall be allowed to remain on the recall list until he/she accepts an available assignment pursuant to paragraph E above.
- G. An employee notified of impending layoff/reduction must exercise his/her option to assume an equivalent assignment within three days of receipt of such notice or forfeit the option.

Article 11

EVALUATIONS

- A. All evaluations shall be reduced to writing and a copy given to the employee. 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. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms.
- B. 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 and shall be treated as confidential information.
- At the completion of the probationary period, an evaluation of the employee's work shall be completed, following the procedures of this provision.
- C. In the event an employee is not continued in employment, the Employer will advise the employee of the specific reasons therefore in writing.

Article 12
MISCELLANEOUS

- A. This Agreement shall constitute a binding obligation of both the Employer and the 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 this Agreement.
- B. 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 policies of the Employer.
- C. If any Article or section of this Agreement should be held invalid by operation of law or any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or section should be restrained pending a final determination as to its validity, the remainder of this Agreement and/or its application shall not be affected thereby.

If any Article or section is held invalid or enforcement of or compliance with which has been restrained, the parties shall enter into immediate negotiations, upon the request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or section.

Article 13
CONTINUITY OF OPERATIONS

The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slowdown, or any curtailment of work or restriction of production or interference with the operations of the Employer during the term of this Agreement.

Article 14
DRIVER CERTIFICATION AND PHYSICALS

- A. All employees must pass required physical examinations as required by law. Physical examinations shall be given by a school-designated physician and shall be paid by the Employer. The district shall pay for or provide all required TB tests and follow-up x-rays.
- B. Employees must satisfy all certification and training requirements adopted by the state of Michigan. Employees hired after September 1, 1997 must be certified and qualified to operate all student transportation vehicles operated by the school district. If an employee is separated from employment during his/her first three years of employment, the employee shall have deducted from his/her final paycheck a pro-rated 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. In the event the Board finds it necessary to take steps to be in compliance with the Americans with Disabilities (ADA) and other similar state or federal legislation, they shall immediately notify the Union of the problem(s). The parties shall meet and discuss any changes that may be necessary. Any changes which require a modification in the terms and conditions of this Agreement shall be negotiated by the parties.
- D. In the event a driver loses his/her certification or does not meet the training requirements adopted by the State of Michigan, the driver shall be placed on leave without pay until certification is obtained but for not more than one year. If the driver is unable to meet certification or training requirements during the period of unpaid leave, the driver employment shall be terminated at the end of the leave.
- E. A driver placed on an unpaid leave due to a loss of his/her certification shall have his/her seniority frozen with no accrual while on the leave.
- F. An employee holding minimum certification will not be allowed to bump an employee holding maximum certification when competing for unit work assignments, except in the case where the work assignment does not require the higher certification, then, seniority will apply.

Article 15
AGENCY SHOP

- A. All employees in the bargaining unit shall, within thirty (30) calendar days of the effective date of this provision or within thirty (30) calendar days of the date of hire by the Employer, whichever is later, become members of the Union, or in the alternative shall, within thirty (30) calendar days of their hire by the Employer, as a condition of employment, pay to the Union a service fee in an amount determined by the Union as permitted by law.
- B. An employee shall authorize the deduction of membership dues or service fees through a payroll deduction schedule coordinated by the Union and the Board's business office.
- C. The deduction of dues and service fees are required as a condition of the master agreement and shall therefore be deducted pursuant to the authority of the Board to do so as set forth in MCLA 408.477. If an employee shall not pay such service fee directly or authorize payment through payroll deduction the Employer shall, deduct the service fee from the employee's wages and remit same to the Union under the procedures provided below.
 - 1. The procedure in all cases of non-payment of the service fee shall be as follows:
 - (a) The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Employer if compliance is not affected.

- (b) If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction pursuant to paragraph (C) above.
 - (c) The Employer, upon receipt of request for involuntary deduction, shall provide the employee with an opportunity for a due process hearing. This hearing shall be limited to the question of whether the employee has remitted the service fee to the Union or authorized payroll deduction of same.
- D. The Union will certify at least annually to the Employer ten (10) days prior to the date of the first payroll deduction for membership dues and at least ten (10) days prior to the date of the first payroll deduction for service fees, the amount of said membership dues and the amount of service fee to be deducted by the Employer and that said service fee includes only those amounts permitted by the Agreement and by law.

In the event of a challenge to the agency shop fee, the Union also agrees to furnish the Employer, upon request, with the supporting rationale for agency shop fee challenge procedures and expenditure allocations.

- E. An employee who because of sincerely held individual religious beliefs or due to adherence to teachings of a bona fide religion, body, or sect which has historically held conscientious objection to joining or supporting labor organizations shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such employee shall be required, in lieu of periodic dues, service fees and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donation shall be made to one of three such charitable organizations as mutually designated by the Employer and the Union.
- F. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - (a) The Employer gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires, and
 - (b) The Employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
 - (c) The Union shall have complete authority to compromise and settle all claims which it defends under this section with the advice and consent of the Board.

The Union agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

- G. Should the specific indemnification provisions set forth in section F above be declared unenforceable or void by a court of competent jurisdiction, the Union security and payroll deduction provisions of this section, as set forth above, shall immediately be considered inoperative and severed from this Agreement.
- H. The Union agrees to promptly notify the District in the event of a court order or arbitration award is rendered restricting the Union from implementing its agency fee objection policy or from charging or allocating any of the Union's expenditures to employees who choose not to join the Union. In the event of the entry of such a court order or arbitration award, the District and the Union shall meet to renegotiate the provisions requiring modification.

Article 16
JOB DESCRIPTION

Job descriptions shall be developed with employee input. The descriptions shall include at a minimum:

1. Job title and description;
2. Minimum requirements of the Job;
3. A specific statement of required tasks and responsibilities.

Article 17
EXTRA TRIPS

A. Regular Trip Chart

1. Employees will be added or removed from the extra trip chart at the employee's option by providing written notice. Employees may not make a change in their inclusion or deletion from the list more than once every three (3) months.
2. The trip chart shall be posted in the bus garage listing all of the employees based upon seniority.

The posting shall include the date of the trip, the departure time, school, event and destination.

3. By 10:00 a.m. on the Thursday of each pay week, trips shall be posted next to the trip chart and assigned for the following two weeks.
4. The assignment of trips shall be on a rotation basis. The initial rotation shall start with the most senior employee. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the employee listed after the employee last assigned a trip. The extra trip chart shall be "frozen" during winter break and spring break.

5. In the event an extra trip is cancelled, the employee shall be added to a make-up list. The employee whose trip was cancelled shall first be offered a trip that arises between the bi-weekly scheduling; trips available due to illness or unavailability of the employee scheduled to drive the trip. In the event no trips are available before the next scheduled trip assignment, the "make-up" list shall be used first before continuing with the regular rotation.
6. All trips scheduled to be assigned shall be listed. The first person in the rotation choosing the trip of preference on through the list until all trips are assigned.
7. Employees may exchange extra trips providing that both employees agree. The bus supervisor shall be informed of all trip exchanges.
8. An employee who is not available nor able to take his/her afternoon run due to illness, shall not be allowed to take an extra trip that afternoon or evening.
9. An employee who is offered an extra trip with less than forty-eight (48) hour notice and is unable to take the trip shall not be charged with a refusal.
10. Day Trip.
Day Trips are driving assignments that occur during the workday that may require regular drivers who are available to drive at the time the assignment is to be covered.
 - a. If an employee is unable to drive his/her regular run as result of an extra trip assignment, the regular run(s) shall be offered to all regular employees on a "Day Trip" list.
 - b. Employees will be added or removed from the fill-in chart at the employee's option. Such notice shall be in writing prior to the beginning of the school year. If an employee wishes to be added or deleted from the Day Trip chart during the year, such notice shall be in writing but not more than once every three (3) months.
 - c. The assignment of Day Trip drivers shall be on a rotation basis. The initial rotation shall start with the most senioreed employee. The initial rotation shall begin on the first student day of each school year and end on the last student day. During the school year the rotation shall continue through the list beginning with the employee listed after the employee last assigned a trip.
 - d. Any driver interested in driving a Kindergarten Route shall specify so when signing for the "Day Trip List." To be assigned a Kindergarten Route from this list, the driver must have completed the training provided first.

B. Summer Trip Chart

1. Prior to May 15 of each school year, each employee shall notify the transportation supervisor if he/she wants to drive extra trips during the summer months. Each employee shall indicate his/her preference in writing.

2. The employees indicating a preference for driving extra trips shall be placed on the summer extra trip list according to seniority. The most senior employees shall be listed first. The trip chart shall be posted in bus garage.
3. The assignment of trips shall be on a rotation basis beginning with the most senior employee.
4. The summer trip chart shall be in effect from the day after the last student day until the first student day of the subsequent school year.
5. A non-employee shall not be offered or take an extra trip until all employees have refused the extra trip.

C. Winter Break & Spring Break Trip Chart

1. Two weeks prior to the beginning of each winter break and spring break, each employee shall notify, in writing, the transportation supervisor if he/she wants to drive extra trips during break.
2. The employees indicating a preference for driving extra trips shall be placed on the break list according to seniority and posted in the bus garage.
3. The assignment of trips shall be on a rotation basis beginning with the most senior employee.
4. The break chart shall be in effect beginning on the Sunday following the last student day through the last day of the break. The regular trip chart shall be reinstated on the first student day after the break.
5. A non-employee shall not be offered or take an extra trip until all employees have refused the extra trip.

D. General Provisions

1. In the event an employee assigned an extra trip arrives at the bus garage and is informed that the trip has been cancelled, he/she shall be paid twelve dollars and fifty cents (\$12.50).
2. In the event an employee assigned an extra trip arrives at the bus garage and is informed that the trip has been postponed or delayed, he/she shall be paid twelve dollars and fifty cents (\$12.50) in addition to the wages for the trip.

Article 18
SALARY AND BENEFITS

A. Wages

Employees shall be paid in accordance with the following schedule for all morning / afternoon / kindergarten noon / vocational and special education runs.

<u>Step (Per Run)</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
1997-98	\$10.23	\$10.98	\$11.73	\$12.47	\$13.24	\$14.11
1998-99	\$10.51	\$11.28	\$12.05	\$12.81	\$13.60	\$14.49

In addition to the per run wage, employees shall be paid mileage in accordance with the following schedule.

<u>Fiscal Year</u>	<u>Years 1 - 6</u>	<u>Years 7 - 9</u>	<u>Years 10 - 14</u>	<u>Years 15+</u>
1997-98	\$0.11	\$0.13	\$0.14	\$0.15
1998-99	\$0.11	\$0.13	\$0.14	\$0.15

Employees shall advance one step on the wage scale at the beginning of each school year.

B. Athletic/Field Trips

Employees shall be paid in accordance with the following schedule for all athletic/field trips.

<u>Fiscal Year</u>	<u>Rate for Up to Three Hours</u>	<u>Rate for Each Add't'l Hour</u>	<u>Rate Per Mile</u>
1997-98	\$ 32.44	\$ 8.97	\$ 0.12
1998-99	\$ 33.32	\$ 9.21	\$ 0.12

C. Holidays

All employees shall have the following days off with pay. Pay shall be the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Thanksgiving
Christmas Day
Memorial Day
New Year's Day

D. Benefits

Effective July 1, 1994 the Employer shall provide without cost to each employee:

- 1) Negotiated Term Life Insurance protection in the amount of \$20,000.
- 2) Beginning September 1, 1994 the Employer shall offer Health Insurance to all employees.
 - a) For those employees who choose this health insurance the Employer also agrees to pay fifty dollars (\$50.00) per month towards the premium.


- b) The Health Insurance Agency and coverage will be mutually determined by the STA and the Board of Education. (If the Health Insurance is not obtainable for the group, then the Health Insurance portion of the agreement will be considered void.)
- c) Premiums for the Health Insurance must be prepaid through payroll deduction.

Article 19
TERMINATION


This Agreement shall be effective July 1, 1997, and shall continue in full force and effect until midnight June 30, 1999, when it shall terminate. If either party desires to re-negotiate this Agreement, it shall give the other party written notice to that effect not less than sixty (60) days prior to June 30, 1999. This Agreement shall not be extended except by written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this 19 day of March, 1998.

SHEPHERD PUBLIC SCHOOLS:

By 
Its PRESIDENT

**SHEPHERD TRANSPORTATION
ASSOCIATION/MEA/NEA:**

By 
Its STPA

LETTER OF AGREEMENT
SHEPHERD TRANSPORTATION ASSOCIATION
AND
SHEPHERD PUBLIC SCHOOLS

RULES AND REGULATIONS

I. PURPOSE

The United States Department of Transportation (DOT) has published Regulations requiring drug and alcohol testing with the overall goal of ensuring a drug-free transportation environment, in turn, reducing accidents and casualties in motor carrier operations. It is well documented that the use of drugs, including alcohol, as well as other controlled substances, represents a serious health risk to the user of the drug, as well as a safety hazard to the general public, particularly in the context of the use and operation of motor vehicles and in the transportation of students.

The Omnibus Transportation Employee Testing Act of 1991 requires alcohol and drug testing of employees holding safety-sensitive positions. In February 1994, the Department of Transportation (DOT) Federal Highway Administration (FHWA) published rules prohibiting drug and alcohol misuse and requiring alcohol and drug testing of employees who are required to have a commercial driver's license and/or work in safety-sensitive positions.

The DOT rules include a drug and alcohol testing procedures rule (CFR 49 Part 40) that establish procedures for urine drug testing and breath alcohol testing. Effective January 1, 1996, the DOT alcohol and drug testing rules require that drivers and other employees holding safety sensitive positions be tested. With regard to drivers, they are subject to testing if they:

- Hold a Commercial Drivers License and there are less than 50 employees in the District holding such a license;
- Drive vehicles of over 26,001 Gross Vehicle Weight Rating;
- Drive vehicles designed to transport more than sixteen (16) passengers, including the driver.
- Placard Vehicles

The school district's substance abuse procedure was established in order to comply with these Federal Regulations, Board Policy #4113.3, as well as promote and maintain a safe and healthful working environment for all employees and students.

The procedures contained in this document shall detail the requirements under the law and the school district including Purpose, Prohibitions (Employee Responsibilities and Employer Responsibilities), Types of Testing (Random, Reasonable Cause, Pre-Employment, Follow-Up, Return to Duty, etc.), Consequences, Recordkeeping/Confidentiality, Definitions.

Except as expressly provided in these rules, nothing shall be construed to affect the authority of the employer, or the rights of drivers with respect to the use of possession of alcohol, or the use of controlled substances, including authority and rights with respect to testing and rehabilitation. The employer is not prohibited from taking any action otherwise consistent with law, or respective collective bargaining agreements.

II. PROHIBITIONS

Under the DOT regulations, the school district will perform random controlled substances (drug) and alcohol tests as mandated by DOT. The unlawful manufacture, distribution, possession, sale or use of a controlled or illegal substance or alcoholic beverage, is prohibited on or at all School District premises and properties, work areas, school-owned or school-approved vehicles used to transport students to or from school or school activities, and at school-sponsored or school-approved activities, events or functions, such as field trips or athletic events, which occur off school property.

Employee Responsibilities - Alcohol

- Employees must notify the employer when unable to perform safety-sensitive functions.
- No employee shall perform a safety-sensitive function within four (4) hours after using alcohol.
- Following an accident, no driver shall use alcohol for eight hours, or until the test is taken, whichever is first, when it has been determined an alcohol test is required.
- No employee shall have an alcohol concentration at or greater than .02 when reporting to duty to perform a safety-sensitive function.
- No employee shall be on duty or operate a school district vehicle and possess alcohol on school premises or property.

Employee Responsibilities - Controlled Substances

- No driver or other employee holding a safety-sensitive position shall report to duty when using a controlled substance except pursuant to a physician's prescription.

Employer Responsibilities

- The employer shall not allow an employee to perform in a safety-sensitive position when it is known that the employee has used alcohol within four (4) hours from beginning a safety-sensitive function.
- The employer shall not allow an employee to perform in a safety-sensitive position when it is known that the employee has used a controlled substance prior to performing his/her safety-sensitive function, unless prescribed and approved by a physician and does not adversely affect the safety sensitive performance.

- The employer shall provide in-service training to employees affected by this law and at least two (2) hours of in-service and training to supervisors who must comply with this law.
- The employer will provide re-training to supervisors and may provide update in-service and reminders to drivers or other employees in safety-sensitive positions.

III. TYPES OF TESTING

- A. Random Selection: All affected employees will undergo random, unannounced urine drug screens and alcohol test from a pool of eligible workers employed by the school district. Selection will be based upon:
1. Random drug tests will equal not less than 50% of all employees listed within the pool in a calendar year.
 2. Random alcohol tests will equal not less than 25% of all employees listed within the pool for at least the first year of operation, subject to a decision by the FHWA administrator to increase or decrease the minimum annual percentage rate, as provided under 49 CFR Section 382.305.
 3. Alcohol random tests may be selected from those who participate in the drug screen random selection provided each employee within the pool has an equal chance of being selected for either or both tests.
 4. Random alcohol and controlled substance tests are unannounced and will be spread evenly throughout the year.
 5. Supervisory Requirements:
 - a. The supervisor will notify the employee immediately before, during or after performing a safety-sensitive function of the selection for a random alcohol and/or controlled substance test.
 - b. The supervisor will direct the employee to report to the collection site, at the school district or other specified location.
 6. Upon notification and direction by the supervisor, the employee shall proceed immediately and directly to the testing collection site.
 7. Provided the employee complies with item 7 above, the School District will pay the normal route rate plus established hourly rate after one (1) hour for the period of time needed beyond the employee's normal work schedule when asked to provide a breath alcohol sample and/or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by FHWA regulations [395.2(8)].

B. Reasonable Suspicion Testing

1. Reasonable Suspicion must be based on specific, contemporaneous, articulatable observations such as, but not limited to, appearance, behavior, speech or body odors of the employee as observed by a supervisor trained in accordance with this law. The observation may also include indications of the chronic and withdrawal affects of controlled substances.
2. Alcohol or drug testing is authorized if the observations are made during, just preceding, or just after the period of the work day that the employee is required to be in compliance with the law.
3. If an alcohol test is required under reasonable suspicion, but is not administered within two (2) hours following the determination, the supervisor shall prepare a report stating the reasons the test was not promptly performed.
 - a. If the alcohol test is not administered within eight (8) hours, the school district shall cease attempts to administer an alcohol test and make record of such with reasons.
4. The supervisor must make a written record of the observations leading to a controlled substance reasonable suspicion test within twenty-four (24) hours of the observed behavior or before the results of the controlled substance test are released.
5. Where possible and practicable, the supervisor making the initial observation shall enlist the assistance of another trained supervisor to confirm their observations within the expectation of employee privacy and confidentiality.
6. The supervisor or other district designated person must transport the suspected employee to the collection site or arrange for other transportation, and arrange for transportation home.
7. If the employee refuses, it will be considered a violation of FHWA regulations and this policy. The employee will be disciplined in accordance with district rules and/or collective bargaining agreements.
8. If a supervisor witnesses an employee in a safety-sensitive position using alcohol while performing or just before performing (within four [4] hours) a safety-sensitive function, it shall be considered a violation of the FHWA regulations and this policy. The employee will be removed from duty and disciplined consistent with these procedures, district rules, and/or collective bargaining agreements.

C. Post Accident - 49 CFR Part 382.303

1. An employee must contact the supervisor as soon as possible after an accident. School bus drivers must follow specific transportation procedures as well.
2. If a drug and/or alcohol test is required, as directed by the supervisor, the alcohol test must be completed within eight (8) hours, and a controlled substance test within thirty-two (32) hours.
3. Any employee who is subject to post-accident testing must remain readily available for such testing or will be deemed to have refused testing. Nothing in the regulations of this policy shall be construed to require the delay of necessary medical attention for injured people or prohibit any employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
4. Depending upon location of the accident, the school district can direct the employee to a collection site near the accident if it is away from the collection site utilized by the school district.
5. The supervisor shall arrange transportation of the employee and any passengers, if necessary.
6. Each employee must test for alcohol and controlled substances under any of the following conditions:
 - a. If the accident involved the loss of human life;
 - b. If the employee receives a citation under state or local law arising from the accident and one of the following occurred:
 1. If one or more vehicles require towing.
 2. If an injury occurs that requires treatment away from the scene of the accident

D. Pre-Employment Testing 49 CFR Part 103 & 107 and Part 382.301

Pre-employment testing for controlled substances is required for all safety-sensitive positions. Following an offer of employment and before performing any safety-sensitive functions, the candidate must submit to and pass a urine drug screening test. Failure to comply with this requirement will result in revocating the offer of employment. Accordingly:

1. The candidate shall not be hire unless he/she has received a verified negative test for controlled substances.

2. The supervisor shall advise the applicant at the time of application, or when transferred to a safety-sensitive function, that there will be random testing for use of controlled substances and alcohol.

E. Return-to-Duty Testing 49 CFRT Part 382-309

Employees covered by these procedures will not be allowed to return to duty after engaging in conduct prohibited by the FHWA regulations or this policy without an alcohol test result of less than .02 as measured by an Evidential Breath Test (EBT). In the event an employee is returned to duty at the employer's discretion after engaging in prohibited conduct under FHWA regulations or this policy relative to

4. The Medical Review officer (MRO) responsible for interpreting the results of a urine drug screen; or
5. The Substance Abuse Professional (SAP) responsible for learning the extent and degree of addiction or dependence on alcohol resulting from a positive alcohol EBT.

B. Confidential Discussions

All discussions with employees will be conducted as privately as circumstances permit. The employee may exercise his/her rights under the terms of the collective bargaining agreement to have his/her Association representative present if they so desire. The representative is bound by the same rules of confidentiality as those with a need-to-know as shown in Paragraph A above.

C. Access to Records [382.405]

Test results and other confidential information may be released according to the regulations outlined in 382-405, which includes:

1. A decision-maker in a lawsuit, arbitration or other similar administrative proceedings initiated by or on behalf of the driver and arising from the results of an alcohol or controlled substance test, or from the district's determination that the driver engaged in conduct prohibited by FHWA regulations or this policy.
2. Any person or entity to which the employee has given specific written consent.

V. RECORDKEEPING

A. Confidentiality

Employee alcohol and drug testing records are maintained under strict confidentiality.

B. Retention

The Shepherd Public Schools shall maintain records of its alcohol and controlled substances use prevention programs. Records shall be maintained in a secure location with controlled access.

Records shall be maintained in accordance with rules:

1. One Year: Negative and canceled controlled substance test results and alcohol test results with less than 0.02;
2. Two Years: Records related to collection process and training.

3. Five Years: An alcohol test result indicating an alcohol concentration of .02 or greater; verified positive controlled substances testing results; documentation of refusals to take required tests; calibration documentation; driver evaluation and referrals; annual calendar summary of results of alcohol and controlled substance testing.

VI. CONSEQUENCES OF POSITIVE TESTS

The Shepherd Public Schools is dedicated to providing a safe, healthy environment for its staff, students and citizens; therefore, there will be no tolerance in the use of alcohol and drugs while performing safety-sensitive functions. Any employee who engages in conduct prohibited by the FHWA regulations and this policy will be advised of resources available to the employee in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances. Such employees shall be evaluated by a substance abuse professional (SAP) who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

- A. Any covered employee who tests positive for alcohol and/or a controlled substance will have the right to have the split tested. If the result is negative on the second test, the suspension shall be revoked and the employee will be reimbursed the back pay for the time not worked due to the suspension. The employee shall pay for the split test and shall be reimbursed if the test results are negative.
- B. Any covered employee who tests positive for a controlled substance or whose alcohol test results are .02 or greater, but less than .04 will minimally receive a one (1) day suspension without pay for the first offense. (If the alcohol test results are .04 or greater, the driver will receive a minimum of five (5) days suspension without pay for the first offense.) Prior to returning to duty, the employee must pass a breath alcohol test with a result of less than .02 concentration.
- C. On the second offense that an employee tests .02 or greater, but less than .04, the employee will be suspended without pay for one week. If the employee tests greater than .04 then the employee will be suspended for a minimum of ten (10) days without pay with a possibility of up to and including termination. If an employee tests positive a second time for controlled substance the employee will be suspended for a minimum of ten (10) days without pay with a possibility of up to and including termination.) Such employees will be directed to a program of rehabilitation prescribed by a substance abuse professional (SAP). (The cost of a SAP will be the responsibility of the employee.) If the individual has days in his/her personal leave bank, they may be used. Leave days must be accrued prior to the offense. After a rehabilitation program is successfully completed, and the employee successfully passes a drug/alcohol screen, the employee shall be returned to an assignment in their respective department.
- D. The employee shall then undergo at least six random drug screens for a period of one calendar year.
- E. Exceptions:
 1. If an employee is severely impaired, causing sever operational concerns, termination can occur.

2. In other serious situations while impaired but without recklessness or injury to others, but still causing severe operational concerns, a letter of reprimand and suspension without pay for periods of time deemed appropriate by administration may be applied, up to and including dismissal.

The Shepherd Transportation Association and the Shepherd Public Schools agree that an "amnesty period" shall exist prior to initial testing for employees who feel that they have a pre-existing drug/alcohol problem. Upon request, these employees will immediately be placed in the program of rehabilitation as is outlined in the testing procedure.

Any challenge through the grievance procedure is restricted to the validity of the level of discipline imposed provided the standard discipline versus the "exceptions" provision is implemented.

VII. DEFINITIONS

1. Alcohol: The intoxicating agent in beverage, alcohol, ethyl alcohol or other lower molecular weight alcohols including methyl and isopropyl alcohol.
2. Alcohol Test: Include any result performed by a certified Breath Alcohol Technician (BAT) using an Evidential Breath Tester (EBT) that indicates on the confirmation test a result of .02 or greater Breath Alcohol Concentration (BAC).
3. Covered Employee: Any employee who holds a commercial driver's license and functions in a safety sensitive position, including school bus drivers, vehicle mechanics, immediate supervisors of safety-sensitive positions, or other non-unit safety sensitive positions. The Term "employee" or "driver" may be used to refer to any covered employee.
4. Commercial Vehicle: Any self-propelled or towed vehicle used on public highways to transport passengers or property, wherein the vehicle has a gross vehicle weight rating or gross combination weight rating of twenty six thousand one (26,001) pounds, or more, the vehicle is designed to transport more than sixteen (16) passengers including the driver or placard for carrying hazardous materials.
5. Controlled Substances and Levels for Positive Test Results:
 - Amphetamines (Cutoff level of 1.000 NG/ml).
 - a. Amphetamine confirmatory level of 500 NG/ml.
 - b. Methamphetamine confirmatory testing levels of 500 NG/ml.
 - Cocaine (Cutoff level of 300 NG/ml).
 - a. Metabolite confirmatory levels of 150 NG/ml.
 - b. Benzoyllecgonine.
 - Marijuana (Cutoff level of 50 NG/ml).
 - a. Metabolite confirmatory level of 15 NG/ml.
 - b. Delta-9 tetrahydrocannabinol

Opiates (Cutoff level of 300 NG/ml).

- a. 25 NG/ml if immunoassay specific for free morphine.
- b. Morphine confirmatory levels of 300 NG/ml.
- c. Codeine confirmatory levels of 300 NG/ml.

Phencyclidine (Cutoff level of 25 NG/ml).

- a. Metabolite confirmatory level of 25 NG/ml.

6. Drug: The term "drug" and "controlled substance" may be used interchangeably. The term "illegal drug" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law. Valid prescriptions used following the physician's instructions must be recorded and treated as negative test results.
7. Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.
8. Prohibited Substance: Marijuana, cocaine, opiates, amphetamines, alcohol, phencyclidine, and any substance listed on Schedule I or II (12 C.F.R. Part 1308) or identified in Appendix D of the Federal Motor Carrier Safety Regulations.
9. Reasonable Suspicion or Cause: Actions or appearance or conduct of an employee on duty which are indicative of the use of a controlled substance or alcohol to a degree which renders the employee incapable of safely performing their duties.
10. Safety-Sensitive Function: See covered employees.
11. School District Premises: Includes but is not limited to all property and vehicles, whether owned or leased or used by the school district (including desks, lockers, washrooms, and other personal areas). For the purposes of this policy, it also includes any other locations or modes of transportation to and from those locations while in the course and scope of employment.
12. Substance Abuse Professional (SAP): A licensed physician (medical doctor or medical doctor of osteopathy), certified psychologist, social worker, employee assistance professional or additional counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission.

LETTER OF AGREEMENT

- I. Employees testing positive to drug and alcohol under the terms of the act will immediately be taken off the job.
- II. Such employees will be directed to a program of rehabilitation prescribed by a substance abuse professional (S.A.P.).
- III. The district will continue the salary of such individual while undergoing treatment for up to ninety (90) days. If the individual has days in his/her personal leave bank, they must be used.
- IV. After a rehabilitation programs is successfully completed, and the employee successfully passes a drug/alcohol screen, the employee shall be returned to a non-driving assignment in their respective department.
- V. Such person shall serve for up to (1) calendar year, and shall undergo six (6) random drug screens during this time.
- VI. Should all such tests be negative, the employee, after one year period, shall be returned to a driving position.
- VII. Transportation aides shall be offered first rights to temporary vacancies (for up to one [1] year).
- VIII. Employees testing positive more than once, shall be terminated.
- IX. Exceptions
 - A. If an employee is severely impaired, causing severe operational concerns (i.e. reckless driving, or a serious accident with injury to others, as just two example), termination can occur.
 - B. In other serious situations while impaired but without recklessness or injury to others, but still causing severe operational concerns, a letter of reprimand and suspension without pay for periods of time deemed appropriate by administration maybe applied prior to the one year period of working as an aide after rehabilitation.

The Shepherd Transportation Association and the Shepherd Public Schools agree that an "amnesty period" shall exist prior to initial testing for employees who feel that they may have a pre-existing drug and/or alcohol problem. Upon request, these employees will immediately be placed in the program of re-rehabilitation as is outlined in the testing procedure.