AGREEMENT

BETWEEN

UNIFIED SCHOOL DISTRICT NO. 500
KANSAS CITY, KANSAS
WYANDOTTE COUNTY, KANSAS

AND

SEIU LOCAL 2000
BUS DRIVERS' BARGAINING UNIT

2008/2011

Revised 01/20/09

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ARTICLE I RECOGNITION

A. The Board recognizes the SEIU Local 2000 as the exclusive representative for the purpose of meeting and conferring and the settlement of grievances for members of the school bus drivers' bargaining unit.

B. The school bus drivers' bargaining unit shall include all bus drivers classified as Class I or Class II drivers on the district's salary guidelines for bus drivers. Class I is defined as "regular drivers or regular substitute drivers with 0 to 18 months of driving experience with USD No. 500". Class II is defined as "regular drivers or regular substitute drivers with 19 months or more driving experience with USD 500."

ARTICLE II CLOSURE CLAUSE

The Board and the Union stipulate that all mandatory subjects have been discussed in good faith and neither party has any right to meet and confer further on these or any other subjects during the term of this agreement except by mutual consent or as otherwise expressly provided herein.

ARTICLE III MANAGEMENT'S RIGHTS

The Union acknowledges that the Board and the Superintendent have certain exclusive statutory rights and responsibilities which they may not surrender and except as expressly provided otherwise by this agreement or by law, the Board shall retain its rights to make, amend, or execute decisions and the policies that are necessary to operate and maintain the programs of the school district and to otherwise carry out its lawful rights and responsibilities. Nothing in this agreement shall be construed to limit the statutory power and duty of the Superintendent. Such rights of the school district include but are not limited to: direct the work of its employees; hire, promote, demote, transfer, assign and retain employees in positions within the public agency; suspend or discharge employees for proper cause; maintain the efficiency of governmental operations; relieve employees from duties because of lack of work or for other legitimate reasons; take actions as may be necessary to carry out the mission of the agency in emergencies; and determine the methods, means and personnel by which operations are to be carried on including employment of part-time school bus drivers.

ARTICLE IV PAST PRACTICES

A.. A past practice is an agreement either oral or written, to handle a particular factual situation in a given manner. In order for such past practice to exist it must be:

(1) unequivocal;
(2) clearly enunciated and acted upon; and;
(3) readily ascertainable over a reasonable period time.

B. All past practice agreements between the parties that have not been reduced to writing and signed by the parties shall be considered void as of July 1, 1997.

C.. No past practices may be established after the execution of this contract unless reduced to writing at the time of the establishment of the practice.

ARTICLE V HOURS OF WORK

A. Work Year

1. The normal work year for school bus drivers shall consist of all days when school is in session during the regular school year plus one additional day before the school year starts. Bus drivers may be employed as needed for additional days of work at rates of pay established elsewhere in this agreement with the approval of the Superintendent of Schools or his designated representative.

B. Work Day

1. The requirements of the work of a school bus driver shall determine his/her normal schedule. Drivers shall be informed of their respective schedules at the time of employment by the Director of Transportation. The driver shall be informed of any subsequent changes in his/her normal schedule by the Director of Transportation. Work schedules may be changed by the administration, and such schedules may vary from the normal work schedule. However, a driver shall be paid for any additional time worked at the direction of the driver's supervisor.

   a. Full-time drivers shall be guaranteed a minimum of 5.5 hours per day. No such minimum shall apply to part-time driving positions.

   b. Kindergarten routes shall be guaranteed a minimum of 2 hours.

   c. Regular late activity routes shall be guaranteed a minimum of 2 hours for each daily assignment.

ARTICLE VI HOLIDAYS

School bus drivers shall be excused from duty for the following unpaid holidays which are established by the Board's school schedule under Policy No. 6.1.1.1.0 and which fall within a school bus drivers' duty year:

Labor Day
Thanksgiving and the Friday after Thanksgiving
Christmas Eve
Christmas Day
New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day

ARTICLE VII LEAVES

A. Disability Leave

1. Defined

Disability leave is defined as days of absence from duty because of personal sickness or injury of the school bus driver or dependent children under 18 years of age residing in the same house and for which no deduction is made in regular monthly or annual compensation of the driver. Absences due to sickness or injury of dependent children shall be limited annually to time equal to five (5) of the affected driver's work days.

2. Coverage

Disability leave benefits are extended to all bus drivers whose employment provides for at least 30 hours per week.

3. Annual Allowance

School bus drivers shall be allowed annual disability leave in hours equal to ten (10) of the individual driver's work days. Disability leave shall be charged to the driver's annual hourly allowance in increments of no less than thirty (30) minutes. In the event a bus driver resigns during the work year, final salary payment shall be reduced for disability leave taken in excess of any disability leave accrued plus that which is credited during the year of resignation at the rate of one day per complete month of service.

4. Initial Employment

Upon commencing employment at the beginning of the first full year of school service, a bus driver shall be provisionally credited with disability leave in hours equal to ten (10) of the driver's work days in accord with paragraph 3. In the event of termination of services during the first year of employment, adjustment in the final salary payment shall be such as to provide for the allowance of disability time in hours equal to one of the driver's work days per complete month of service. Drivers beginning employment during the school year shall be provisionally credited with time equal to ten (10) of the driver's work days in accord with paragraph 3 less time in hours equal to one (1) of the driver's work days for each preceding whole or major portion of a month not worked, beginning with September.

5. Accumulation

All prior unused disability leave shall be allowed to accumulate by hours at the rate it was earned up to a maximum of 800 hours.

6. Current Days Use After Five Days' Service

Current disability time is credited on September 1 but may not be used until after the bus driver has been on duty for five consecutive days in the current year. This restriction does not apply to accumulated time. On the first duty day of any given year, all unused accumulated disability leave shall be available for use.

7. Physician Statement May Be Required

Any bus driver absent due to illness or disability may be requested to present a licensed physician's statement indicating the nature of the illness or disability and the readiness of the bus driver to resume his/her duties. Such certification shall be secured at the bus driver's expense.

a. Any bus driver absent more than five consecutive days due to illness or disability shall present a statement from a physician licensed to practice medicine, indicating the nature of the illness or disability and verifying that the absentee is in good health and able to resume duties.

b. Any request for disability leave benefits for any absence in excess of twenty (20) working days for the same disability shall be accompanied by a comprehensive statement by a licensed physician stipulating the nature of the illness or disability necessitating the extended absence. Such statement shall be presented to the Superintendent or his designee on or before the 20th day of absence. Further review and examination by a committee of three licensed physicians employed by the Board may be required for allowance of time in

excess of twenty (20) working days.

8. Loss or Preservation of Disability Leave Upon Termination

Termination of employment shall automatically void all accumulated days of disability leave.

a. A bus driver who resigns in good standing from the district and then is reemployed may retain accumulated disability leave if he/she returns to work within (24) twenty-four months after separation of former employment.

9. Abuse or Misuse of Leave

No salary shall be paid for any absence for which a disability is falsely reported as the cause for absence. Abuse or misuse of disability leave shall result in appropriate disciplinary action.

10. Injury When on Duty

Absence due to injury incurred while a bus driver is on duty shall not be charged against his/her disability leave time if he/she is receiving workers' compensation benefits.

The Board shall pay salary less worker's compensation payment for the length of a disability or until July 1 whichever is shorter to any bus driver who is the victim of an assault while on duty and is injured thereby.

11. Statement of Accumulated Leave

A statement of accumulated disability leave shall be provided monthly for each bus driver. Such statement is informational only and not made or given as a warranty of the number of days stated. Each bus driver shall be solely responsible for determining the accuracy of the statement. The Board shall not be liable for errors, mistakes or failure to provide the statement unless due to intentional or willful fault on the part of the Board. If a bus driver can establish an error or mistake in the statement of accumulated disability leave, the Board will take measures to correct the statement.

12. Continued Employment Under Disability Leave

Any bus driver who is absent from duty because of illness or injury and is eligible to receive disability leave shall be retained on the active payroll as a bus driver for such period of time as annual and accumulated disability leave days are available. If the return to work, in accord with Paragraph 7, is prior to the leave time, the bus driver

shall be returned to active employment in the same or similar duty assignment.

13. Expiration of Disability Leave Benefits

Except as expressly provided otherwise by this agreement or by law, employment of any bus driver shall terminate upon the expiration of current and accumulated disability leave time except that the rights of continued employment may be extended under the Family Medical Leave Policy.

14. Termination of Disability Leave Payments

All payments of wages under provisions of this agreement for disability leave shall terminate if the bus driver is gainfully employed by any employer other than USD #500 or is engaged in gainful self-employment.

B. Legal Commitments and Jury Duty

1. Jury Duty With Pay

Whenever a bus driver is required to perform services as a juror, said bus driver shall be paid full salary for the period of such services provided that:

The Board is notified at least three (3) days in advance of the absence that a jury summons has been received.

The Board receives a statement from the bus driver listing the days of such service and the court in which the service was performed.

The bus driver presents to the Board within 15 days of its receipt by the bus driver the endorsed (uncashed) check issued by the court for the number of days of such service.

2. Jury Fee Retained by Board

The proceeds of the court payment shall be retained by the Board.

3. Use for Court Summons

Leave shall be granted in order to meet the requirements of a court summons as a witness when the bus driver is not a litigant. Such absence shall not be deducted from accumulated disability leave time.

C. Unauthorized Absence

1. Definition

An unauthorized absence is defined as any absence by a bus driver for reasons not authorized in the policies of the Board and without approval of the bus driver's immediate supervisor or other administrative staff responsible for approval of leaves.

2. Termination for Reason of Unauthorized Absence

Any bus driver who has two (2) consecutive days of unauthorized absence or five (5) days of unauthorized absence in any work year may be terminated due to abandonment or non-performance of duties. Bus drivers terminated due to unauthorized absence shall not be entitled to terminal pay as provided in Article XII.A.2.

D. Bereavement Leave

1. Three-Day Maximum Per Occurrence

A maximum of three (3) days absence per occurrence for five (5) days if the distance is more than 400 miles, one way, without deduction in pay during any year may be allowed for reasons of death in the immediate family as defined herein.

2. Immediate Family Defined

As used herein, "immediate family" shall designate the employee's spouse, children, parents, brothers, sisters, grandparents, grandchildren, and spouse's parents, grandparents, grandchildren, brothers and sisters by blood, adoption or marriage.

3. No Accumulation

Bereavement leave time shall not accumulate.

4. Written Request and Approval

Any request for bereavement leave shall be in writing. Approval shall be granted by the Superintendent or his designated representative.

E. Personal Leave

1. Two Day Leave

Two days of absence without deduction in pay during any year may be allowed for personal leave for bus drivers who work 30 or more hours per week. Personal leave may only be taken in full day increment.

2. Approval of Leave

To be classified as a personal leave, authorization must be secured prior to the day leave is taken except for instance of emergency. Bus drivers desiring to use personal leave shall submit their request in writing at least five (5) work days in advance of the anticipated absence. In cases of an emergency not covered by emergency leave the notification for such leave must be made to the immediate supervisor on or before the day of leave by the normal absence reporting procedures, and a written request shall be submitted to the office of the Superintendent or his designated representative.

3. Limitation

Personal leave shall not be used for seeking other employment, rendering services, nor working either with or without remunerations for themselves, nor for anyone else, for hunting, for fishing, nor other recreational activities, nor because of severe weather when school is in session. Such leave shall not be granted for the first eight (8) days nor the last five (5) days of the school year, nor on the first duty day preceding or following a holiday.

4. Unused Personal Leave Days

Personal leave shall not accumulate. However, any days of unused personal leave shall be credited as disability leave time at the beginning of the next work year.

5. Right to Reject

This district reserves the right to refuse requests on any given day due to the number of other absences or the demands of the bus driver's job. Approval will be granted in the order of application except for clear emergency situations.

ARTICLE VIII SALARY GUIDES - BUS DRIVERS

A. Every Driver Classified

Every bus driver shall be classified for salary purposes in accordance with the salary schedule provisions.

B. Classes Defined

Class I Regular drivers or regular substitute drivers with 0 to 18 months of driving experience with USD #500.

Class II Regular drivers or regular substitute drivers with 19 months or more driving experience with USD #500.

C. Base Salary Scale - 2008/09

Class	Months	Hourly
I	0-18	$18.42
II	19+	$19.86

Salary increase reflects a 4.00% plus insurance

D. Additional Compensation for Substitute Drivers

Regular Substitute Driver: $1.19 addition to hourly rate by class
Activity Substitute: $.59 addition to hourly rate by class

E. Compensation for Overtime Work

1. Work time required by the Superintendent, his designated representative or the immediate supervisor in excess of forty (40) hours per week shall be considered overtime. Bus drivers shall be required to work overtime when requested by the Superintendent, his designated representative or immediate supervisor.

2. Overtime, except for Sunday or a holiday specified by the Board's school schedule, shall be compensated in time or money at the rate of 1 ½ times the regular rate of compensation.

3. Any work time on a Sunday or a holiday specified in the Board's school schedule shall be compensated in time or money at the rate of two (2) times the regular rate of compensation.

F. Extra Duty Rate

Drivers shall be paid an hourly rate of $18.42 for all extra duty assignments except for those drivers who present safety training at elementary schools. Drivers presenting safety training shall receive their normal rate of pay. Extra duty assignments include field trips, other-than-route driving assignments, authorized non-driving assignments, safety training in elementary schools, and committee work. Drivers shall be paid a two hour minimum for all field trips.

G. Emergency Closing Days

1. Drivers shall not be paid for those days on which schools are closed due to causes beyond the control of the Board providing that notice of such closing is given to local media outlets at or before 6:00 a.m.

2. Drivers who report to work at their regular scheduled time following an announcement of school closings due to causes beyond the control of the Board shall be paid for two hours at the regular rate only if the notice of school closings was not relayed to local media outlets at or before 6:00 a.m.

3. Drivers whose normal reporting time is prior to 6:00 a.m. and who have reported to duty on a day when schools are closed because of causes beyond the control of the Board shall be paid for two hours at their regular rate. This provision shall not apply when the school closing is announced the previous day.

ARTICLE IX INSURANCE AND OTHER BENEFITS

A. Section 125 - Cafeteria Plan

The Board shall establish a flexible benefit plan intended to quality as a “Cafeteria Plan” within the meaning of Section 125 (d) of the Internal Revenue Code of 1954 as amended, to provide for each bus driver who is employed not less than 27.5 hours per week with a choice of receiving certain taxable and tax-free benefits provided by the Board.

B. Board’s Benefit Plan

Optional benefits to be offered to eligible bus drivers through the Board’s benefit plan shall include at least the following:

(a) Medical and Dental Insurance
(b) Group Term Life Insurance
(c) Salary Protection Insurance
(d) Other appropriate miscellaneous coverages

Selection of any option(s) by a bus driver will be permitted upon original employment and,

thereafter, prior to the beginning of each succeeding plan year. A bus driver shall be permitted to change options once during the plan year to the extent allowed by law.

C. Health Insurance

The Board of Education shall purchase for eligible bus drivers a single medical insurance policy from a carrier selected by the board or pay an equal amount toward the purchase of an optional medical insurance policy offered by the same carrier.

D. Continued Monthly Allocations After Disability Leave Benefits are Exhausted

For any eligible bus driver who is not receiving salary compensation due to absence from duty because of personal sickness or injury of the bus driver and exhaustion of all disability leave benefits, the Board shall continue the payments specified in Paragraph C for six (6) months from the month in which disability leave benefits are exhausted. No payment shall be made after separation of such bus driver's employment with the district.

E. Voluntary Salary Reduction

A bus driver shall be entitled once annually on forms provided by the Board to elect to have a portion of his/her salary used to purchase a benefit or benefits under the Board's benefit plan. Such reduction shall be applied to the bus driver's salary before federal and state income tax is deducted.

F. Husband/Wife Combination Option of Medical Insurance Allocation

If both husband and wife are covered employees in the district's medical insurance plan, they may combine their monthly payment toward the purchase of medical insurance under the plan.

ARTICLE X EVALUATION

A. Purpose of Evaluation

The purpose of the evaluation process shall be to assist individual bus drivers in improving performance of assigned duties and to maintain a high level of performance by the staff.

B. Frequency of Evaluation

All new bus drivers will be evaluated after three months of employment.

During the first two (2) years of employment, all bus drivers shall be evaluated yearly by

June 1. Any bus driver hired after April 1 shall not be required to have an evaluation competed by June 1 of the year of employment, but an evaluation of such a bus driver shall be completed prior to the completion of three months of employment. After two (2) years of employment, a bus driver will be evaluated at least once every two (2) years.

More frequent evaluations may be performed if deemed necessary by the bus driver's supervisor. The bus driver may also request additional evaluations.

C. Evaluators

All evaluations will be completed by the bus driver's immediate supervisor.

D. Bus Drivers Who Leave the District

An evaluation shall be completed by the immediate supervisor for any bus driver who separates from the district by resignation or termination. If an evaluation has been completed within three months of the separation date, no additional evaluation will be required.

E. Documents

Evaluations shall be recorded on forms developed for the evaluation process. All evaluations shall be signed by the supervisor and the bus driver. The signature of the evaluatee does not mean that he/she agrees with the evaluation but rather that the evaluation process is completed. A copy of all evaluations shall be given to the bus driver, and a copy shall be filed in the bus driver's personnel file in the Human Resources Office.

F. Right to Response

A bus driver has a right to attach a written response to his/her evaluation. The response shall be placed in the bus driver's personnel file with the evaluation. Any such response must be filed with the Human Resources Office within 10 days of the bus driver's signing of the evaluation.

G. Confidentiality of Evaluation Documents

Evaluation documents shall be available only to the bus driver, the Board of Education, the bus driver's immediate supervisor, administrative staff, and other individuals who are authorized in writing by the bus driver.

ARTICLE XI RESOLUTION OF GRIEVANCES

The purpose of grievance procedures is to secure at the lowest possible administrative level equitable solutions to grievances.

A. Definitions

1. Grievance: A charge by one or more bus drivers or the Union which alleges a violation, misapplication or misinterpretation of this agreement.

2. Grievant: The bus driver(s) or the Union presenting a grievance.

3. Department: Any school office or administrative unit of the Board.

4. Immediate Supervisor: The supervisor staff member in the department or building units wherein the grievance exists and who assigns and supervises the bus drivers' work and approves his/her time record or evaluates his/her work performance.

5. Party in Interest: A person or group of persons, including the Board through its staff, who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedures for Resolution of a Grievance

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as maximum and an effort shall be made to expedite the process. Time limits specified may be extended by mutual agreement.

1. **Level I**: A bus driver with a grievance shall first discuss it personally with his/her immediate supervisor with the objective of resolving the matter informally. Any such grievance shall be presented to the immediate supervisor by the bus driver within a period of ten (10) days after the incident occurs specifying the grievance and requesting a conference to discuss it.

2. **Level II:** In the event that the bus driver is not satisfied with the disposition of the grievance at Level I or in the event that no decision has been rendered within five (5) days after presentation of the grievance, the bus driver may present it as a formally written grievance to the immediate supervisor in the form prescribed herein and filing of such form shall be considered as a request for a conference to discuss the grievance.

   a. Within five (5) days following presentation of the grievance, the immediate supervisor shall discuss the grievance with the bus driver and if the bus driver so elects, he/she may be represented by any person or

representative of an organization of his/her choosing. If the bus driver elects to be so represented, then the immediate supervisor shall have the option to be represented by the Superintendent or a designated representative of the Superintendent. In the event that both the bus driver and the supervisor choose such representation, Level III procedures may be waived at the election of either party.

b. Within five (5) days after discussion of the written grievance, the immediate supervisor shall make a decision and communicate the same in writing to the bus driver presenting the grievance.

3. **Level III**: In the event that the grievant is not satisfied with the disposition of the grievance at Level II, the grievant may file the grievance in writing with the Superintendent either within ten (10) days after receiving a response at Level II or within fifteen (15) days after a discussion of the written grievance at Level II, if no response is received.

a. Within ten (10) days after receipt of the grievance, the Superintendent or a designated representative shall meet with the grievant in an effort to resolve it. A designated representative must be an administrator who is not named in the grievance and who has not advised the immediate supervisor relative to the matters contained in the grievance.

b. The grievant may be represented by any person or representative of SEIU Union Local 2000. The administration may be represented at this hearing by a person of its choosing.

c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant not less than three (3) days before the date of the hearing. Failure to timely present such a list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.

4. **Level IV**: In the event that the grievant is not satisfied with the disposition of the grievance at Level III, or in the event no decision has been rendered within seven days after the grievant has first met with the Superintendent or a designated representative, the grievant may file the grievance in writing within seven (7) days with the Clerk of the Board.

a. Within ten (10) school days after the first meeting of the Board at

which the written grievance is presented, the Board or hearing examiner(s) appointed from its members shall meet with the grievant for the purpose of resolving the grievance.

b. The grievant may be represented by any person or representative of an organization of his/her choosing. The administration may be represented at this hearing by a person of its choosing.

c. The grievant or the administration may have witnesses at this hearing, provided that the grievant shall present his or her list of witnesses to the Superintendent and the administration shall present its list of witnesses to the grievant no less than three (3) days before the date of the hearing. Failure to timely present such list shall preclude the use of witnesses at the hearing or shall extend for a like number of days the time limits for scheduling the hearing date. If after the presentation of the respective list of witnesses the grievant or the administration so requests, the hearing date shall be postponed by five (5) days.

d. Any Board hearing examiner(s) appointed shall make a report of finding and recommendations to the Board and the decision of the Board shall conclude the district's grievance process.

e. The hearing examiner(s) shall make their report to the Board within ten (10) days following the conclusion of the hearing or at the first Board meeting thereafter. The Board shall make a final disposition of the matter in not less than seven (7) days after receiving the report or at the first Board meeting thereafter unless the Board determines a need for further testimony or information. In such case, the Board's decision shall be made and given to the bus drivers within ten (10) days after receipt of such additional testimony or information.

f. The final decision of the Board shall be given to the bus driver in written form within seven (7) days after the decision is made.

C. Miscellaneous Grievance Resolution Provisions

1. Forms

Forms for the filing of grievances shall be furnished by the Superintendent's office and shall conform to the provisions of Article X of this Agreement. Grievance forms may be obtained from the district's Human Resources Office or the Director of Transportation.

2. Written Material Required.

Beyond Level I in the grievance procedure, all related facts, appeals, and decisions shall be in writing.

3. Closed Hearings

All grievance hearings and conferences shall be closed to individuals, groups, and organizations not directly involved in the hearing.

4. Separate Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the party(s) in interest.

5. No reprisals of any kind shall be taken by the Board or by any member of the administration against anyone by reason of his/her participation in the grievance procedure.

6. Right to Informal Discussion

Nothing herein contained will be construed as limiting the right of any bus driver having a complaint or dispute to discuss the matter informally with any appropriate member of the administrative staff.

7. Initial Filing at Level III

If the grievance is such as to be beyond the authority of the immediate supervisor, such grievance may be initiated and filed at Level III.

8. Days

Days when the bus driver is not scheduled to be on duty shall be excluded in computing the number of days within which action must be taken or notice given, except that after the end of the work year, days shall be counted as days on which the central office of the Board is regularly open for business.

ARTICLE XII TERMINATION

A. Termination of Employment by the Board

Employment of any bus driver may be terminated by the Board upon recommendation of the Superintendent. The Board of Education shall not take any disciplinary action against any employee, up to and including discharge, unless there is just cause for discipline.

1. Notice of Termination

Any bus driver whose termination of employment is to be recommended to the Board by the Superintendent shall be given prior written notice of such intent sent to the last official address filed with the district by the bus driver.

2. Terminal Pay

Subject to Article VII (c) (2) any bus driver whose services are terminated by the Board shall receive compensation for not less than ten days' employment subsequent to receipt of notice of the Superintendent's intent to recommend termination.

3. Termination Review by Board

a. Any bus driver whose employment is terminated may request and will be granted an opportunity for a hearing before a committee of Board members who shall consider relevant evidence and recommend to the Board such action they may deem proper. Any request for termination review shall be filed in writing with the clerk of the Board within ten (10) days of the date of notification of termination of employment. Time and place of the hearing shall be established by the Board. Such review hearing shall be in lieu of any grievance proceeding provided by the terms of this agreement.

ARTICLE XIII ALCOHOL AND DRUG TESTING

A. Statement of Purpose

These Alcohol and Drug Testing Rules and Policies are designed to comply with the Omnibus Transportation Employee Testing Act of 1991 and 49 C.F.R. 382 et al, which established and mandated programs devised to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of school buses. These policies shall be interpreted in a manner consistent with the federal act in its present form as amended.

1. Starting Date for Testing Programs

USD 500 shall implement the requirements of this policy beginning on January 1, 1995.

B. Key Terms and Definitions

1. Accident means an occurrence of collision or bodily injury associated with or involving the operation of a USD No. 500 commercial motor vehicle.

a. Commercial motor vehicle means a motor vehicle or combination of motor vehicles used to transport students.

2. Driver means any person who operates a school bus. This includes, but is not limited to: full time, regularly employed drivers; substitute drivers, casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to USD 500 or who operate a school bus at the direction of or with the consent of USD 500. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to USD 500 or its agent for the position of driver of a commercial motor vehicle.

3. Illegal or prohibited drug includes, but is not limited to the following substances specified in Schedule I or Schedule II of the Controlled Substances Act, 21 U.S.C. 801 et.seq. published at 21 CFR 1308.11 and 21 CFR 1308.12, and K.S.A. 65-4101 and amendments thereto of the Uniform Controlled Substance Act, to wit: marijuana, cocaine, opiates, phencyclidine (PCP), and amphetamines.

4. Medical Review Officer means the individual responsible for receiving laboratory results generated from USD 500's Drug-Free Workplace Program and this policy who is a licensed physician with knowledge of substance abuse disorders and the appropriate medical training to interpret and evaluate all positive test results together with an individual's medical history and any other relevant biomedical information.

5. On duty time means all time spent providing a breath sample, blood sample, or urine specimen, including travel time to and from the collection site in order to comply with the random, reasonable suspicion, post-accident, on follow-up testing whichever is applicable, when directed by a supervisor.

6. Performing (a safety-sensitive function) means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

7. Refuse to submit (to an alcohol or controlled substances test) means that a driver (1) fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process.

8. Safety sensitive function includes, but is not limited to, the operation of a school bus.

9. Substance abuse professional means a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorder.

10. Supervisor means an employee having authority to hire, direct, assign, promote, reward, transfer, furlough, layoff, recall, suspend, discipline, or remove other employees, to adjust their grievances, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

C. Requirement for Notice

Before performing an alcohol or controlled substances test under this policy, USD 500 shall notify a driver that the alcohol or controlled substances test is required.

D. Violations of Policy and Consequences

Violations of this policy will result in adverse personnel action, including termination.

1. Alcohol

A driver found to have a blood-alcohol concentration in violation of this policy, as determined by an evidentiary (blood) breath testing device, at the sole discretion of USD 500, may receive a thirty (30) days suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program or a similar program as directed by the SAP. In addition, the driver shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the driver violates any rule set forth in this policy during the probationary period, he or she may be terminated.

2. Marijuana

A driver found to have a detectable concentration of marijuana in his or her system, in violation of this policy may, at the sole discretion of USD 500, receive a thirty (30) day suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program or a similar program, as directed by the SAP.

In addition, the driver shall be placed on probation for twelve (12) months and shall be subject to random drug and alcohol testing for that period. If the driver violates any rule set forth in this policy during the probationary period, he or she shall be

terminated.

3. Drugs Other Than Marijuana or Alcohol

A driver found to have a detectable concentration of any drug other than marijuana or alcohol in his or her system, in violation of this policy, including, but not limited to, heroin, cocaine, morphine, phencyclidine (PCP), amphetamines, barbiturates, or hallucinogens (or metabolites of any such drugs), may, at the sole discretion of USD 500, receive a thirty (30) days suspension without pay on the first offense and shall be required to participate in the Employee Assistance Program or a similar program as directed by the SAP. In addition, the driver shall be placed on a probation for twelve (12) months and be subject to random drug and alcohol testing for that period. If the driver violates any rule set forth in this policy during the probationary period, he or she shall be terminated.

4. Recurrent Use

A driver who has previously identified as having improperly consumed alcohol or drugs and who within a two-year period thereafter fails to refrain from using illegal drugs, shall be terminated upon the discovery thereof. The results of a drug or alcohol test or information developed by USD 500 in the course of the testing of drivers may be considered in processing adverse personnel actions against drivers and may be used for other administrative purposes. However, preliminary drug test results may not be used in an administrative proceeding unless they are confirmed by a second analysis of the same sample.

5. Refusal

Refusal to obtain counseling or to participate in a rehabilitation program shall be grounds for an immediate termination. Refusal by any driver to consent to testing shall be grounds for termination. Any action to discipline a driver who is using illegal drugs (including termination), if appropriate, shall be taken in compliance with otherwise applicable USD No. 500 procedures.

E. Prohibitions and Alcohol

1. Alcohol Concentration

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.

A driver with an alcohol concentration of 0.02 or greater but less than 0.04 shall not perform safety-sensitive functions until the next schedule duty period (but not less than 24 hours following the administration of an alcohol test).

A driver shall be prohibited from driving for a period of one year following an alcohol test indicating an alcohol concentration of 0.02 or greater when he or she has been involved in a fatal accident.

A driver who is found through testing to have an alcohol concentration of 0.04 or greater may not drive a school bus for a period of 30 consecutive days.

A driver who is found through testing to have an alcohol concentration of 0.04 or greater may not perform any safety-sensitive functions until he or she has been evaluated by a substance abuse professional, completed any rehabilitation required by the substance abuse professional and tests at less than 0.02 for the presence of alcohol.

No USD 500 supervisor having actual knowledge that a driver has an alcohol concentration of 0.02 or greater shall permit the driver to perform or continue to perform safety-sensitive functions.

2. Alcohol Possession

No driver shall be on duty or operate a school bus while the driver possesses alcohol.

No USD 500 supervisor having actual knowledge that a driver possesses alcohol may permit the driver to drive or continue to drive a school bus.

3. On Duty Use

No driver shall use alcohol while performing safety-sensitive functions.

No USD 500 supervisor having actual knowledge that a driver is using alcohol while performing safety-sensitive functions shall permit the driver to perform or continue to perform safety-sensitive functions.

4. Pre-Duty Use

No driver shall perform safety-sensitive functions within four hours after using alcohol.

No USD 500 supervisor having actual knowledge that a driver has used alcohol within four hours shall permit a driver to perform or continue to perform safety-sensitive functions.

5. Use Following an Accident

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he or she undergoes a post-accident alcohol test, whichever occurs first.

F. Prohibitions and Controlled Substances

1. Pre-Duty and On-Duty Use

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a school bus. Each driver must inform his immediate supervisor of any such physician's advisement.

No USD 500 supervisor having actual knowledge that a driver has used a controlled substance shall permit the driver to perform or continue to perform a safety-sensitive function.

2. Controlled Substances Testing

No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

No USD 500 supervisor having actual knowledge that a driver has tested positive for controlled substances shall permit the driver to perform or continue to perform safety-sensitive functions.

3. Refusal to Submit to a Required Alcohol or Controlled Substances Test

No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances test. Such refusal shall result in disciplinary action, including termination.

No USD 500 supervisor shall permit a driver who refuses to submit to such test to perform or continue to perform safety-sensitive functions.

G. Testing Alternatives

1. Pre-Employment or Post-Offer Testing

Prior to the first time a driver performs safety-sensitive functions for USD 500, the driver shall undergo testing for alcohol and controlled substances.

No USD 500 supervisor shall allow a driver to perform safety-sensitive functions unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.02, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.

2. Effects of Positive Results

A positive alcohol test result of .02 or higher shall be deemed a positive test result and shall be the basis for withdrawing an offer of employment. A positive drug test result shall also result in the withdrawal of an offer of employment.

3. Occasional Drivers

If USD 500 uses, but does not employ, a driver more than once a year it must assure itself once every six months that the driver participates in an alcohol and controlled substances testing program(s) that meets the requirement of this policy and federal law.

4. Post-Accident Testing

As soon as practicable, following an accident involving a school bus, USD 500 shall test for alcohol and controlled substances of each surviving driver:

(1) Who was performing a safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or

(2) Who receives a citation under state or local law for a moving traffic violation arising from the accident.

a. Failure to Test - Alcohol Tests

If a test required by this policy is not administered within two hours following the accident, USD 500 shall prepare and maintain on file a record stating the reasons the test was not promptly administered.

If a test required by this policy is not administered with eight hours following the accident, USD 500 shall cease attempts to administer an alcohol test and shall prepare and maintain the same record.

b. Failure to Test - Controlled Substances Tests

If a test required by this policy is not administered within 32 hours following the accident, USD 500 shall cease attempts to administer a controlled substances test, and prepare and maintain on file a record stating the reasons the test was not promptly administered.

c. Availability of a Driver

A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by USD 500 to have refused to submit to testing.

d. Emergency Medical Care

Nothing in this policy shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver 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.

e. Complying with Federal Requirements

NOTICE AND EDUCATION: USD 500 shall provide drivers with necessary post-accident information, procedures and instructions, prior to the drivers operating a commercial motor vehicle, so that drivers will be able to comply with the requirements of this policy.

EFFECT OF TESTS BY OTHER ENTITIES: The results of any breath or blood test for the use of alcohol or a urine test for the use of controlled substances, conducted by Federal, State or local officials having independent authority for the test, shall be considered to meet the requirements of this policy, provided such tests conform to applicable Federal, State or local requirements, and the results of the tests are obtained by USD 500.

5. Random Testing

The minimum annual percentage rate for random alcohol testing shall be 25 percent of the average number of driver positions.

The minimum annual percentage rate for random controlled substances testing shall

be 50 percent of the average number of driver positions.

a. Selection Process of Drivers to be Tested

The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method, such as a random number table of a computer-based random number generator that is matched with drivers, social security numbers, payroll identification numbers, or other comparable identifying numbers. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.

b. Notification of Selection

USD 500 shall ensure that random alcohol and controlled substances tests conducted are unannounced and that the dates for administering random alcohol and controlled substances tests are spread reasonably throughout the calendar year.

USD 500 shall require that each driver who is notified of selection for random alcohol and/or controlled substances testing proceeds to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, USD 500 shall instead ensure that the driver ceases to perform the safety-sensitive function and proceeds to the testing site as soon as possible.

A driver shall only be tested for alcohol while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions.

6. Reasonable Suspicion testing - Alcohol

USD 500 shall require a driver to submit to an alcohol or controlled substance test when USD 500 has reasonable suspicion to believe that the driver is wrongfully under the influence of alcohol or a controlled substance.

USD 500's determination that reasonable suspicion exists to require the driver to undergo an alcohol or controlled substances test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of alcohol or controlled substances. A written record of such observations shall be recorded on form C of policy 4.1.13.8.0.

a. Administration of Alcohol Reasonable Suspicion Test

The supervisor or USD 500 official who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver.

Alcohol testing is authorized only if the observations are made during, just preceding, or just after the period of the work day that the driver is required to be in compliance. A driver may be directed by USD 500 to only undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, or just prior, just after the driver has ceased performing such functions.

b. Failure to Test

If an alcohol test required is not administered within two hours following the reasonable suspicion determination, the USD 500 shall prepare and maintain on file a record stating the reasons the alcohol test was not promptly administered.

If an alcohol test is not administered within eight hours following the reasonable suspicion determination, the USD 500 shall cease attempts to administer an alcohol test and shall state in the record the reasons for not administering the test.

c. Not Reporting for Duty

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall USD 500 permit the driver to perform or continue to perform safety-sensitive functions, until:

(1) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; and

(2) Twenty four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated prohibitions concerning the use of alcohol.

d. Driver's Behavior

USD 500 shall not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence

of an alcohol test. This does not prohibit USD 500 from taking any action otherwise consistent with law.

e. Written Record

A written record shall be made of observations leading to a reasonable suspicion test, and signed by the supervisor or USD 500 official who made the observations, within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.

f. Return-to-Duty Testing

USD 500 shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct concerning alcohol, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

USD 500 shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in prohibited conduct concerning controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

7. Follow-Up Testing

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, USD 500 shall ensure that the driver is subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional.

Follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

H. Referral, Evaluation and Treatment

USD 500 shall offer an opportunity for treatment to drivers. USD 500 shall advise each driver who has engaged in prohibited conduct of the available resources for evaluation and treatment of alcohol or controlled substances problems, including the names, addresses and telephone numbers of substance abuse professionals (SAPs), counseling centers and treatment programs. USD 500 is not required to provide or pay for rehabilitation or to hold a job open for a driver with or without salary.

1. Substance Abuse Professional (SAP)

A substance abuse professional (SAP) must evaluate each driver who violates this policy to determine whether the driver requires assistance. In addition, each driver identified as needing assistance must:

(1) Be evaluated again by a SAP to determine whether the driver has successfully complied with the rehabilitation program prescribed following the initial evaluation:

(2) Undergo an alcohol or controlled substance test with a negative result; and

(3) Undergo a minimum of six unannounced, follow-up alcohol or controlled substance tests over the following twelve months.

Compliance with the prescribed treatment is a precondition of continued employment. The final determination of whether to return a driver to his or her position is left to USD 500.

The evaluation and rehabilitation may be provided by USD 500, by a SAP under contract with USD 500 or by a SAP not affiliated with USD 500. The choice of SAP and assignment of costs is made in accordance with the driver and USD 500's policies.

2. Drivers Needing Assistance

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use:

(1) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and

(2) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the USD 500 following the drivers' return to duty. The number and frequency of such follow-up testing shall be as directed by the substance abuse professional, and consist of at least six tests in the first 12 months following the driver's return to duty.

3. Return-to-Duty and Follow-Up Testing

USD 500 may direct the driver to undergo return-to-duty and follow-up testing for both alcohol and controlled substances, if the substance abuse professional determines that return-to-duty and follow-up testing for both alcohol and controlled substances is necessary for that particular driver.

The substance abuse professional may terminate the requirement for follow-up testing at any time after the first six tests have been administered, if the substance abuse professional determines that such testing is no longer necessary.

I. Administration of the Alcohol Test

1. Procedure

Alcohol testing must be conducted through use of a evidential breath testing device. However, a blood alcohol test kid may be used under certain limited exceptions.

a. Breath Testing

The alcohol testing of drivers must be conducted by a trained breath alcohol technician (BAT). The driver's supervisor is generally prohibited from administering a breath test to a driver under his/her immediate supervisor.

The BAT must conduct the test using a federally approved evidential breath testing device (EBTD) that is able to:

(1) print (itself or via a separate printer) three copies of each test result;

(2) number each test sequentially, with numbers visible to both the BAT and the driver before each test and printed out on the result and;

(3) provide an "air blank" or test of the ambient air to ensure that it reported zero when no one was breathing into the instrument.

(4) distinguish alcohol acetone at the 0.02 alcohol concentration level;

(5) perform a check of external calibration; and

(6) print out on each copy of the result the manufacturer's name, the device's serial number, and the time of the test.

b. Blood Alcohol Tests

Blood alcohol testing is authorized only:

(1) when a post-accident or reasonable suspicion test is required under this policy and an EBTD is not readily available;

(2) when a post-accident or reasonable suspicion test is required under

this policy and an EBTD suitable for confirmation testing is not readily available; or

(3) when the driver attempts and fails to provide an adequate amount of breath.

2. Testing Site

The alcohol testing must:

(1) afford aural and visual privacy to the person being tested and

(2) be secured while testing is going on, or where the EBTD is present. Secured mobile units (e.g. vans) that satisfy the privacy standards may be used as testing sites.

3. Training of BAT

BAT's must be trained in the proficient operation of the EBTD. Such training must cover:

(1) operation and methodology of the device;

(2) the fundamentals of breath analysis for alcohol content;

(3) performing external calibration checks on the device; and

(4) procedures required for obtaining a breath specimen and for interpreting and recording test results.

J. Employment Records

1. Retention of Records

General Requirement. USD 500 shall maintain records of its alcohol misuse and controlled substances use prevention programs. The records shall be maintained in a secure location with controlled access. The retention period of such records shall comply with applicable federal law.

2. Location of Records

All records required shall be maintained in a secure place with controlled access and shall be made available for inspection at USD 500's principal place of business (main office) within two business days after a request has been made by an authorized

representative of the Federal Highway Administration.

3. Access to Facilities and Records

Except as required by law or expressly authorized or required under this policy, no USD 500 employee shall release driver information that is contained in records required to be maintained.

(a) Access Requested by Driver

A driver is entitled, upon written request, to obtain copies of any records pertaining to the driver's use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substances tests. USD 500 shall promptly provide the records requested by the driver. Access to a driver's record shall not be contingent upon payment for records other than those specifically requested.

USD 500 shall permit access to all facilities utilized in complying with the requirements of the federal rule to the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over USD 500 or any of its drivers.

(b) Access Requested by Agency

USD 500 shall make available copies of all results for USD 500 alcohol and/or controlled substances testing conducted and any other information pertaining to USD 500's alcohol misuse and/or controlled substances use prevention program, when requested by the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over USD 500 or any of its drivers.

When requested by the National Transportation Safety Board as part of an accident investigation, USD 500 shall disclose information related to its administration of a post-accident alcohol and/or controlled substance test administered following the accident under investigation.

c. Access Requested by Subsequent Employers

Records shall be made available to a subsequent employer upon receipt of a written request from a driver. Disclosure by the subsequent employer is permitted only as expressly authorized by the terms of the driver's request.

USD 500 may disclose information required to be maintained under this part pertaining to a driver, the decision maker in a lawsuit, grievance, or other

proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from USD 500's determination that the driver engaged in prohibited conduct (including, but not limited to, a workers' compensation, unemployment compensation, or other proceeding relating to a benefit sought by the driver).

USD 500 shall release information regarding a driver's records as directed by the specific, written consent of the driver authorizing release of the information to an identified person. Release of such information by the person receiving the information is permitted only in accordance with the terms of the driver's consent.

4. Medical Review Officer Notifications to USD 500

The USD 500 medical review officer may report to USD 500, using any communication device, but in all instances a signed, written notification must be forwarded within three business days of completion of the medical review officer's review. The USD 500 medical review officer shall report to USD 500 clearly:

(1) That the controlled substances test being report was in accordance with federal law;

(2) The name of the individual for whom the test results are being reported;

(3) The type of test indicated on the custody and control form (i.e. random, post-accident, etc.);

(4) The date and location of the test collection;

(5) The identities of the person or entities performing the collection, analysis of the specimens and serving as the medical review officer for the specific test;

(6) The verified results of a controlled substances test, either positive or negative, and if positive, the identity of the controlled substance(s) for which the test was verified positive.

If the driver is unavailable, the USD 500 medical review officer shall report to USD 500 that the medical review officer has made all reasonable efforts to contact the driver. USD 500 shall, as soon as practicable, request that the driver contact the medical review officer prior to dispatching the driver or within 24 hours, whichever is earlier.

a. Medical Review Officer Record Retention for Controlled Substances

The USD 500 medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of five years for verified positive controlled substances test results.

The medical review officer shall maintain all dated records and notifications, identified by individual, for a minimum of one year for negative and canceled controlled substances test results.

No person may obtain the individual controlled substances tests results retained by the USD 500 medical review officer, and the medical review officer shall not release the individual controlled substances test results of any driver to any person, without first obtaining a specific, written authorization from the tested driver. Nothing in this paragraph shall prohibit the medical review officer from releasing, to USD 500 or to officials of the Secretary of Transportation, any DOT agency, or any State or local officials with regulatory authority over the controlled substances testing program such test results.

K. USD 500 Notifications

USD 500 shall notify a driver of the results of a pre-employment/post-offer controlled substance test conducted, if the driver requests such results within 60 calendar days of being notified of the disposition of the employment application. USD 500 shall notify a driver of the results of random, reasonable suspicion and post-accident tests for controlled substances conducted if the test results are verified positive. USD 500 shall also inform the driver which controlled substance or substances were verified positive.

If the driver is unavailable, USD 500's designated management official shall make reasonable efforts to contact and request each driver who submitted a specimen under USD 500's program, regardless of the driver’s employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver.

The designated management official shall immediately notify the medical review officer that the driver has been notified to contact the medical review officer within 24 hours.

L. Statement of USD #500 and Driver Obligations

1. Removal from Safety-Sensitive Function

No driver shall drive a school bus, if the driver has engaged in prohibited conduct.

USD 500 shall not permit any driver to drive a school bus, if the USD 500 has

determined that the driver has violated this policy.

2. Required Evaluation and Testing

No driver who has engaged in prohibited conduct shall drive a school bus unless the driver has met referral and evaluation requirements.

USD 500 shall not permit a driver who has engage din prohibited conduct to drive a school bus, unless the driver has met referral and evaluation requirements.

3. Other Alcohol-Related Conduct

No driver tested who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall drive a school bus, nor shall any USD 500 supervisor permit the driver to drive a school bus until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

4. Notice and Education

a. General requirements. USD 500 shall provide educational materials that explain the requirements of this policy.

(1) USD 500 shall ensure that a copy of such materials is distributed to each driver prior to the start of alcohol and controlled substances testing and to each driver subsequently hired or transferred into a position requiring driving a commercial motor vehicle.

(2) USD 500 shall provide written notice to representatives of employee organizations of the availability of this information.

b. Required content. The materials to be made available to drivers shall include detailed discussion of at least the following:

(1) The identity of the person designated by the USD 500 to answer driver questions about the materials;

(2) The categories of drivers who are subject to testing provisions;

(3) Sufficient information about the safety-sensitive functions performed by those drivers to make clear what period of the work day the driver is required to be in compliance with alcohol and controlled substance policies;

(4) Specific information concerning driver conduct that is prohibited;

(5) The circumstances under which a driver will be tested for alcohol and/or controlled substances under this part;

(6) The procedures that will be used to test for the presence of alcohol and controlled substances, protect the driver and the integrity of the testing processes, safeguard the validity of the test results, and ensure that those results are attributed to the correct driver;

(7) The requirement that a driver submit to alcohol and controlled substances tests administered in accordance with this part;

(8) An explanation of what constitutes a refusal to submit to an alcohol or controlled substances test and the attendance consequences;

(9) The consequences for drivers found to have violated alcohol and controlled substance policies including the requirement that the driver be removed immediately from safety-sensitive functions, and related procedures;

(10) The consequences for drivers found to have an alcohol concentration of 0.02 or greater but less than 0.04; and

(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 (the driver's or a coworker's); and available method of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management.

5. Training for supervisors

USD 500 shall ensure that persons designated to determine whether reasonable suspicion exists to require a driver to undergo testing receive at least 60 minutes of training on alcohol misuse and receive at least an additional 60 minutes of training on controlled substances use. The training shall cover the physical, behavioral, speech, and performance indicators of probable alcohol misuse and use of controlled substances.

a. Referral, Evaluation, and Treatment

Each driver who has engaged in prohibited conduct shall be advised by USD 500 of the resources available to the driver in evaluating and resolving

problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

Each driver who engages in prohibited conduct shall be evaluated by a substance abuse professional who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use.

b. Evaluation and Rehabilitation

Evaluation and rehabilitation may be provided by USD 500 or by a substance abuse professional not affiliated with the USD 500. The choice of the substance abuse professional and assignment of costs shall be made in accordance with USD 500/driver agreements and USD 500 policies.

USD 500 shall ensure that a substance abuse professional who determines that a driver requires assistance in resolving problems with alcohol misuse or controlled assistance in resolving problems with alcohol misuse or controlled substances use does not refer the driver to the substance abuse professional's private practice or to a person or organization from which the substance abuse professional received remuneration or in which the substance abuse professional has a financial interest. This paragraph does not prohibit a substance abuse professional from referring a driver for assistance provided through;

(1) A public agency, such as a State, county, or municipality;

(2) USD 500 or person under contract to provide treatment for alcohol or controlled substance problems on behalf of USD 500;

(3) The sole source of therapeutically appropriate treatment under the driver's health insurance program; or

(4) The sole source of therapeutically appropriate treatment reasonably accessible to the driver.

M. Ineligibility for Referral, Evaluation and Rehabilitation

The requirements with respect to referral, evaluation and rehabilitation do not apply to applicants who refuse to submit to a pre-employment alcohol or controlled substances test or who have pre-employment alcohol test with a result indicating an alcohol concentration of 0.04 or greater or a controlled substances test with a verified positive result.

ARTICLE XIV DUES FOR MEMBERSHIP IN SEIU UNION LOCAL 2000

1. Authorization of Deduction

   Upon written documentation by the individual bus driver executed on an approved form, membership dues in SEIU Union Local 2000 will be deducted from the bus driver's salary and remitted to same beginning in September and ending in May.

2. Initiation and Continuance

   Such authorization forms for dues deduction shall be filed at any time during the work year, but the Board shall not be required to make new deductions from the payroll for any month except for September if the authorization is delivered to it later than the first day of the month in which the deduction is to be made. For September, the authorization shall be done on or before the 10th day. Deductions shall continue in succeeding years unless and until authorization for deduction in modified or revoked in writing by SEIU Union Local 2000 or the bus driver's employment is terminated.

3. Filing and Notification Requirements

   SEIU Union Local 2000 shall be responsible for the filing of all authorizations with the Board in a timely manner as set forth in Article XIV, 2.

4. Responsibility for Remittance of Dues

   If a payroll warrant is not issued to a member during any one or more of the months covered in the period indicated, the Board assumes no responsibility for payments not made to Local 2000.

5. Release and indemnification

   SEIU Local Union 2000 shall indemnify and hold the Board harmless from any liability resulting from any and all claims, suits, or any action arising from compliance with the provisions of this agreement or in reliance on any list, notice, certification or authorization furnished under this agreement between the parties for deduction.

ARTICLE XV STANDARDS OF CONDUCT

1. Notification to USD 500 of Legal Actions

   Driver must notify transportation administrators if, at any time while employed as a bus driver, a driver experience loss of driver's license; conviction or criminal indictment; or is substantiated as a child abuser under state or federal law.

2. Right to Representation

   An employee, when called into any meeting in which disciplinary action will be taken, shall have the right to have a Union Representative present, to observe and advise.

3. Office Duty

   The parties agree that there will be times when regular substitute bus drivers may be assigned to work in the office, when not assigned to cover a route. Never less, those regular substitute drivers will be assigned a route at least twice monthly.

MEMORANDUM OF UNDERSTANDING

1. The Director of Transportation will post the methodology for driver assignments at the beginning of the fiscal year. A copy of the posting will be provided to the union representative at that time.
2. All employees shall be treated with dignity and respect. The rules shall be for all employees including office staff.
3. One member of the bus driver bargaining unit, selected by the drivers, shall serve on the USD 500 insurance committee.