

**ATHENS AREA SCHOOLS**

**TRANSPORTATION HANDBOOK**

**2014-15**

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## PREAMBLE

The purpose of this handbook is to establish and promote harmonious relations, cooperation, and understanding between the Athens Area Schools, 4320 K Drive S, East Leroy, MI 49051 (hereinafter the District) and its Bus Drivers in matters pertaining to wages, hours, rates of pay, and working conditions. This revision, 03/02/2015.

## NON-DISCRIMINATION

The District affirms its commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age, or national origin.

## CHAIN OF COMMAND AND DUE PROCESS

All bus drivers report to the District Transportation Director, the Jr./Sr. High School Principal. Any bus driver with a question, concern, or complaint should address that item to the Transportation Director, first informally (face-to-face, by phone, or by email), then formally (written hard copy). For purposes of student supervision and student matters, drivers should direct questions or concerns to the student's building principal first, then to the Transportation Director (if different from the principal) or the Superintendent (if principal and director are the same person).

In any case, the decision or disposition issued by the Superintendent of Schools shall be final.

## SAFETY PRACTICES

The District will take measures to prevent or eliminate hazards which employees may encounter at their places of work, in accordance with the provisions of OSHA, MDOT, or other federal, state or local regulations.

## JURISDICTION

Employees of the District other than Bus Drivers may temporarily perform work covered by this handbook for the purpose of instructional training, experimentation, or in cases of emergency. Bus Drivers shall be employed by the District for the purpose of driving a school bus used by the District for transporting students. Bus Drivers will drive regularly scheduled school vehicles. Other individuals (e.g., parents, guardians, other employees) may be authorized to drive vehicles other than school buses occasionally for special circumstances.

## CONTRACTUAL WORK

The District retains the right of contracting or subcontracting transportation services, or bidding of the same, in accordance with state law. It is not the intention of the District to bid out transportation services, other than those already awarded to the Calhoun Intermediate School District consortium for Special Education transportation, during the term of this handbook (July 1, 2014-June 30, 2015).

## DISCIPLINE

No non-probationary Bus Driver shall be disciplined for reasons which are arbitrary or capricious. A written statement of reason for discipline will be given to any formally disciplined Bus Driver. When the District finds disciplinary action is warranted, it shall notify the Bus Driver of the

fact in writing within five working days of the date the District became fully aware of the conditions giving rise to the discipline. In the event the investigation of an incident by the District extends beyond five working days, the five-day time limit will be extended by an additional five working days. Further extensions are subject to agreement between the Bus Driver and the District.

## SENIORITY

Seniority shall have reference to annual bidding or bidding for runs as added and for choice of extra trips.

A newly hired Bus Driver shall be on a probationary status for thirty (30) continuous work days when at least two (2) regularly scheduled runs are driven each of the work days taken from and including the first day of employment. If at any time prior to the completion of the thirty continuous work day probationary period the Bus Driver's work performance is unsatisfactory, the Bus Driver may be dismissed without appeal. Probationary Bus Drivers who absent themselves on scheduled work days without authorization shall have broken probation and shall be released from employment. (Note: The Board will not arbitrarily or capriciously refuse to grant an absence authorization.) Any period during which the schools are not operative shall not constitute a break in the probationary period.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire as a regular driver. In the event that the Board hires two (2) employees on the same date, the employees would then be placed on the seniority list based on the sum of the digits of the social security number—the employee with the larger sum being declared the most senior.

Seniority shall cease for an employee who retires, quits, is laid off for one (1) year or more, or is otherwise absent or removed from work for an extended period of time.

In all cases the District shall have the right of assignment of drivers, and the superintendent of schools shall have final say in matters of seniority and assignment.

## BIDDING FOR RUNS

Drivers will bid on annual run assignments at a meeting in the spring of the preceding year, prior to the end of school, to be scheduled by the Lead Driver with the approval and authority of the Transportation Supervisor (Jr./Sr. High School Principal). Runs for bid will be posted prior to the bid meeting, and runs as assigned will be posted following the bid meeting.

Assignments or reassignments based on combined runs, new runs, or other changes during the school year will be made by the Transportation Supervisor.

## MEETINGS

Emergency and required meetings may be called by the Superintendent or Transportation Supervisor. All drivers are expected to attend unless excused by the Superintendent or Transportation Supervisor. If the meeting exceeds thirty (30) minutes in length, drivers will be paid for such meeting time at the extra trip rate.

## IN-SERVICE

The District will pay for registration or cost of in-service trainings approved by the Superintendent or Transportation Supervisor. All drivers must attend District-scheduled in-service trainings.

## LEAVES OF ABSENCE

### A. Sick Leave and Personal Leave

1. Sick leave accumulates at a driver's daily run rate per month for nine (9) months each year. When an employee has accumulated two hundred forty (240) runs, he/she will be entitled to up to three (3) days of paid leave for that year for time accumulated over two hundred forty (240) runs which may be granted by the supervisor. If the supervisor feels that a driver has abused the sick leave, the supervisor may request proof of illness from a physician on the next request.

Effective July 1, 1990, leave days will accrue and be utilized in runs. A driver, for example, with only an a.m. and p.m. run will accrue sick leave time at the rate of two (2) runs per month. Those days accumulated as of June 30, 1990, will be converted to runs based upon the driver's regularly assigned routes and runs as they existed at the conclusion of the 1989-1990 school year. For example, a driver ending the year with an a.m. and p.m. high school route would accumulate sick leave at the rate of two (2) runs per month when converting.

Emergency leave of up to three (3) days may be granted with the approval of the Superintendent.

2. Sick days may be accumulated to a maximum of two hundred forty (240) runs.
3. The Board reserves the right to require a physician's statement upon return from absence because of illness or injury lasting over three (3) days.
4. Employees may use sick leave for the following:
  - a. Personal illness or injury;
  - b. Emergency medical and dental treatment;
  - c. Illness of a member of the immediate family. Immediate family shall be defined as husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, and grandchildren. Up to three (3) days may be used per illness;
  - d. Accumulated sick runs shall be compensable upon termination at twenty-five percent (25%) of the total accumulation.
5. Each regularly assigned driver shall receive two (2) paid personal leave days per year. A day is established on the first day of the school year for all regular drivers, or the first day that a new driver is appointed as a regular driver. Each day will be converted to runs based on the number of runs that each driver has on the determination date.
  - a. Personal leave is to be used to conduct legitimate business that cannot be scheduled at a time when the driver is not scheduled to drive;
  - b. Personal leave is not to be used for pleasure or profit.
  - c. A driver can only accumulate two (2) personal leave days;
  - d. Unused personal leave days are converted to sick leave days (runs);
  - e. Personal leave days can be taken by the run;
  - f. Requests for personal leave must be made no less than forty-eight (48) hours in advance, except in cases of emergency;
  - g. The Board has the right to ask bargaining unit members the reason(s) for requesting

- personal leave days;
- h. The Board has the right to limit the number of personal leave days to two (2) drivers on a given day, excluding emergency situations.

#### B. Worker's Compensation

An employee who is absent because of injury or disease acquired on the job, and which is compensable under the Worker's Compensation Law, shall receive the difference between the amount awarded by Worker's Compensation and the amount normally earned. The amount normally earned shall be the average of the prior three (3) months earnings in the current year, or if there are less than three (3) months elapsed in the current year, then the average shall be calculated from the first driving day of the current school year. Each day of absence shall be charged against accumulated earned sick leave. Payment by the Board will cease when the employee has used all accumulated sick leave. Payment of such benefits may be withheld until the exact amount of the compensation due is computed. Claims must be filed within ten (10) days of the beginning of the injury or disease. Forms are available in the administration office.

#### C. Bereavement Leave

1. In the event of a death in the employee's immediate family, the employee will receive his/her regular pay for a period of up to five (5) working days. The immediate family shall be construed to mean the following: spouse, children, parent, brother, sister, grandparent, mother-in-law, father-in-law, and grandchildren.
2. In the event of the death of an employee's brother-in-law or sister-in-law, the employee will receive his regular pay for a period of one (1) working day for the purpose of attending the funeral service.

#### D. Family Illness

A leave of absence without pay may be granted for an illness in the immediate family. Any leave of this type shall not be charged against the employee's earned sick leave allowance. The immediate family shall be construed to mean the following: mother, father, father-in-law, mother-in-law, spouse, and children.

#### E. Other Leaves

Leaves of absence without pay, upon written request to the Superintendent, may be granted to employees without loss of seniority. Seniority will not be accumulated while the employee is absent without pay. The leave may be cancelled if the employee is incarcerated for crimes for which the employee is convicted during the leave. To be eligible for a leave of absence, the employee must have been employed by the Board for at least one (1) full, unbroken school year as a regular bus driver.

- F. An employee granted a leave of absence of up to thirty (30) calendar days by the Board will be given his/her previously held bus runs(s) upon return, if same still exists. This is not to imply that the vehicle will be the same, nor the duration and specific stops of a route will be the same.

- G. An employee shall notify the Transportation Supervisor in writing at least ten (10) calendar days preceding the expiration date of a leave of absence, and indicate the desire to return,

request a leave extension or resign. Failure to notify will be considered as having terminated employment.

- H. Notice of intention to return to duty without restriction(s) after a major illness or maternity leave shall be accompanied by a written statement from a physician or psychiatrist certifying the fitness of the employee to fulfill the responsibilities and duties of his/her assignment.
- I. If there is reason for the Superintendent to believe an employee is not fit for duty, the employee may be required to have an examination by a physician or psychiatrist appointed by the Board, who reports the findings to the Board, and whose costs are paid by the Board.
- J. Maternity Leave
  - 1. An unpaid maternity leave of absence in excess of accumulated sick leave may be granted to a pregnant employee. Leave shall commence upon the request of the employee, provided that she is physically able to perform her work responsibilities prior to commencing maternity leave. Likewise, she may terminate the leave any time after pregnancy, provided that she is physically able to perform her work responsibilities.
  - 2. An employee on unpaid maternity leave shall not lose or accumulate seniority during the period of the leave, as with other types of unpaid leaves of absence.
- K. The provisions of the Family Medical Leave Act (FMLA) shall be adhered to in all cases to which it pertains.

## HOLIDAYS

The following will be paid holidays for bus drivers: Labor Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
New Year's Day  
Memorial Day  
\*Good Friday  
1 Spring Break Holiday (to be paid  
the week of spring break)

\*If school is in session on Good Friday, each eligible driver will receive a floating holiday in place of that day. Only one driver may take the floating holiday on any given day.

To be eligible for holiday pay, the employee must work the full period of his or her last scheduled day of work prior to and following the holiday, unless excused by the Transportation Supervisor.

## MILEAGE

Employees who use their own vehicles for approved district business will be compensated for mileage at the current IRS rate.

## JURY DUTY

An employee who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the District an amount equal to the difference between the amount of wages the employee otherwise would have earned by working for the District that day, and the daily jury fee paid by the court (not including travel allowances or reimbursements of expenses) for each day on which the employee reports for or performs jury duty, and on which the employee otherwise would have been scheduled to work. This payment provision shall also apply when the employee is summoned as a witness in a court hearing, so long as the employee is not testifying against the District.

In order to receive payment, an employee must give the Transportation Supervisor prior notice that he or she has been summoned for jury duty or as a witness, and must furnish satisfactory evidence that he reported for or performed such service.

## PROTECTION OF EMPLOYEES

Limited liability insurance carried by the District shall protect employees against civil suits brought against them, growing out of the exercise of their regular duties.

All cases of accidents, injury, or assault involving employees or students, growing out of the exercise of employee duties or school activities, shall be reported to the Transportation Supervisor promptly.

Complaints by parents, students, or other members of the public directed at an employee for actions resulting from school duties shall be handled in accordance with Board of Education policy and relevant Administrative Guidelines.



## COMPENSATION

Employees shall be paid according to the wage rates in Schedule A (attached).

Established run times include am and pm pre- and post-trip times of fifteen (15) minutes each. Pre-trip times include fuel and safety checks. Post-trip times include fuel, cleaning, reports, etc. It is expected that employees will report to the bus garage 15 minutes prior to and not leave the bus garage until 15 after each run. Failure to observe pre- and post-trip times and duties will result in appropriate employee discipline, including loss of proportionate pay.

Guidelines for breakdown time, shuttles, training runs, summer runs, extra trips, out-of-district runs, etc., will follow the language of the 2007-2010 IUOE master contract.

If school is cancelled due to inclement weather, bus drivers shall not be required to report.

Drivers called in for an emergency closing of school will be paid as normal for runs completed.

Drivers are required to construct and maintain accurate route lists. Drivers will be compensated for such construction as prescribed in Schedule A.

Drivers will be paid \$20 per vehicle for washing and cleaning. Vehicles will be washed per direction of the Transportation Supervisor. All items necessary for cleaning and washing vehicles will be furnished by the District.

For any annual cleaning directed by the Transportation Supervisor, drivers will be paid twenty dollars (\$20) per vehicle for washing and cleaning the exterior and twenty-five dollars (\$25) for washing and cleaning the interior.

Extra trips will be paid at the run rate set forth in Schedule A for time portal to portal, with a one and one-half (1 ½) hour minimum guarantee per trip.

All regular run wages will be paid over twenty-six (26) bi-weekly pays.

## PHYSICAL EXAMINATION

As evidence of his or her physical fitness and mental alertness, each driver shall submit to a physical examination by a reputable physician designated by the District, and he or she shall present the physician's certificate to the Superintendent's Office. If the Superintendent or Transportation Supervisor has reason to believe that a driver may not be physically or mentally qualified to drive a school bus, the District may require an appropriate examination at more frequent intervals. In the event the driver prefers to utilize his or her own physician, he or she may request permission to do so. The District will reimburse the employee for cost over forty-five dollars (\$45.00) of additional examination.

## LICENSE

Each driver will be required to maintain a current license (CDL) as required by state law, at his or her own expense, but will be reimbursed by the District.

## EXTRA RUN MEAL ALLOWANCE

Extra runs of over three (3) hours duration, which will not end by 12:00 pm (noon) or 6:00 pm, shall entitle the driver to a meal allowance for one (1) meal. Runs extending through both times entitle the driver to two (2) meal allowances. Reimbursement will be made according to Schedule A upon submission of receipt/s.

## SCHEDULE A

### COMPENSATION

Years of Service	Run Rate (\$)
0	20.67
1	21.05
2	21.63
3	22.28
4	23.14
5	23.95
10	24.23
15	24.43
Extra Trips	12.32

### OUT OF DISTRICT RUNS

From (time)	To (time)	X Run Rate
0	80	1
81	100	1.33
101	120	1.67
121	140	2
141	160	2.33

### MISCELLANEOUS COMPENSATION

Substitute Administrative Asst.	\$13.46
Athletic Trips	\$12.32
Other Special Trips	\$12.32
*For those who give up a regular run for an extra trip, an added hour will be used to factor the first hour.	
At-Risk	Reg. Run
School Readiness	Reg. Run
Bus Washes, Exterior (1 hour credit)	\$20/vehicle
Bus Washes, Interior (3 hour credit)	\$25/vehicle
Driver Meals-Lunch	\$6.50 max.
Driver Meals-Dinner	\$8.50 max.
Rain Shuttle/Extra Trip Rate (1 hour on duty)	\$12.32
Run List	\$25/list
Drug Testing, Regular Drivers (1 hour on duty)	\$12.32
Drug Testing, Sub Drivers (1 hour on duty)	\$10.21
New sub, 1 <sup>st</sup> . 160 runs	\$15.57
. . . thereafter	\$18.80
Extra Trips	\$10.21
In-service for Drivers	\$12.32
In-service/Training Sub Drivers	\$10.21
Breakdown Time	\$12.32

## UNDERSTANDING & ACKNOWLEDGEMENT

I have received and read a copy of the Transportation Handbook for 2014-15. I understand that, as specified in the individual employment contract I have signed with the District:

“This contract incorporates by reference the current Athens Area Schools Transportation Handbook, which handbook is subject to revision by the School District on an annual basis or as otherwise required by changes in Board of Education Policy or state or local ordinances. Each driver is given a copy of the Transportation Handbook, and it is published on the School District's website.”

The Transportation Handbook has the effect of Board of Education Policy (BOE 1230.01).

By signing below, I acknowledge receipt of the handbook and understanding of its relation to my individual employment contract, Board of Education policy, and administrative guidelines.

\_\_\_\_\_  
Signature of Bus Driver

\_\_\_\_\_  
Date

***Please sign, date, and return to administration office.***