



Livingston  
**EDUCATIONAL  
SERVICE** Agency

## Employee Handbook

*The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.*

*Inquiries regarding non-discrimination policies should be directed to the Superintendent.*

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## Article 1 - Introduction

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This handbook has been adopted by the Livingston Educational Service Agency (“Agency”) to establish the wages, benefits, and working conditions for Bus Drivers and Bus Assistants in the Agency’s Specialized Transportation Department.

Additionally, this handbook outlines the procedures for such employees that have been put in place to ensure a safe and efficient transportation service.

This handbook does not cover every aspect of an employee’s responsibilities and may not address all laws, regulations and rules applicable to the operation of the Agency.

Employees covered by this handbook are responsible for following all Agency policies, procedures, and guidelines. Nothing in this handbook, nor any written or oral statements or personnel policies made now or in the future is intended to create or to constitute an employment agreement.

The Agency may, at any time, with or without notice, amend, modify or eliminate any of its policies, including those set forth herein. The employment relationship of employees covered by this handbook may be terminated with or without cause and with or without notice at any time at the option of either the employee or the Agency.

Any questions about employment expectations or responsibilities should be discussed with an employee’s Supervisor or the Human Resources Department.

## Article 2 - Governance

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As the employer of record, the Agency’s Board of Education establishes policy and delegates to the Superintendent (his/her designee) the authority to oversee the Specialized Transportation operations. Concerns with matters related to employment should be initially be handled by approaching the Executive Director for Transportation Services and if additional follow up is necessary, the Agency’s Executive Director for Transportation Services shall consult with the Agency’s Superintendent.

Two (2) meetings shall be held during the year; one in the fall and one in the spring, at a time mutually agreeable with all parties. Additional meetings may be called by any of the parties. Each meeting will consist of two (2) employee representatives from each of the Specialized Transportation division and the Agency (Employer). The purpose of these meetings is to review safety, procedural efficiency, employee concerns, and employee suggestions.

## Article 3 - Definitions

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The following terms are defined:

**Agency.** The Livingston Educational Service Agency.

**Day.** The term, Day, denotes a working day unless otherwise stated.

**Employee.** The term, Employee, denotes any person employed in any position by the Agency covered in this

handbook.

**Employer.** The term, Employer, denotes the Board, the Superintendent, and their designees (including Supervisors and office staff members).

**Parent(s).** Individual(s) responsible for the student. Includes Foster Parent(s) and Guardian(s).

**Supervisor.** Represents Supervisor or designee.

## Article 4 - Employment Procedures

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### Section 4.01 Employment Qualifications

The Agency seeks to recruit and retain employees of good will that strive to provide premier transportation services at all times. Employees are expected to be qualified and competent in both the operation of the vehicles (as required by their job assignment) and in dealing with and handling students with whom they interact.

All employees shall meet and comply with all federal, state, and Agency standards, policies, regulations, codes and laws, including, but not limited to transportation issues, privacy issues, student record issues, and any other issues arising from their employment with the Agency.

The Agency shall utilize a pre-employment interview and/or screening program for all candidates for employment. The screening program shall be designed to identify those candidates who may be suitable for assignment to services for all students.

Every bus driver must have and maintain a valid Commercial Driver's License, appropriate to the vehicle that is being driven, with a passenger endorsement as issued by the State of Michigan, together with any applicable Federal licensing requirements.

### Section 4.02 Health and Physical Requirements

Every driver shall be in good health and physical condition to provide services. New employees shall be given pre-employment physicals unless they have successfully passed a physical in the past twelve (12) months for a school transportation job in a Michigan Public School.

Health & Physical examinations shall be required for all bus drivers as established by the Michigan Department of Education and shall be scheduled and paid for by the Agency. Examinations shall occur at least once every two (2) years but may be scheduled more frequently at the discretion of the Agency.

Each driver shall submit to the Agency and also carry (when providing services) a physician's certificate of examination, all in accordance with applicable legal requirements, in particular the Michigan Pupil Transportation Act.

The Agency may request a clinical examination, either physical or mental, or both, at its expense when, in its estimation, the health of the employee is such as to render him/her unfit for duty. Employees will not lose wages for examinations required by the employer under this section.

## Section 4.03 Background Checks

The Agency shall require all of its employees that may be in contact with students to be fingerprinted for the purpose of conducting both federal and state criminal background checks as well as a check of motor vehicle operations violations. Each driver shall have a certified safe driving record and no felony conviction for drugs or child abuse or any other felony related to the safe transportation of children, whether or not associated with the operation of a motor vehicle, or conviction at any time of driving under the influence of alcoholic beverages.

A Driver shall have less than six (6) points on his/her driving record pursuant to the State of Michigan points system maintained by the Michigan Secretary of State.

The Agency may utilize the background checks performed by another school district in accordance with the Revised School Code and applicable laws.

## Section 4.04 New Positions

Information about available new positions is posted on the Agency website and is also available in the Human Resources Department. Current Agency employees seeking a particular open position must apply online if they wish to be considered.

## Section 4.05 Vacancies

### **Vacant Positions.**

Positions shall be declared vacant when the assigned employee is no longer qualified for the assignment, has been terminated or transferred to another position.

Vacant positions shall be posted by the Agency for five calendar days. Qualified employees may apply on-line for the vacant position as outlined in the posting. In filling the vacancy, consideration shall be given to seniority, qualifications, and work record.

Any employee selected to fill the vacancy shall have their assignment posted as a vacant position under the same process noted above. Any further vacancies created by this shall be filled at the Agency's discretion and shall not be posted.

The Agency may expedite the posting process when multiple vacancies are likely to result from one initial vacancy. The expedited process shall include a group meeting involving interested and eligible employees that would improve their schedule by at least fifteen (15) minutes per day.

### **Temporary Vacancies.**

A temporary vacancy shall be declared when an employee provides notice to the Agency that they shall be absent for twenty (20) or more consecutive workdays while on an approved medical leave of absence.

Temporary vacancies shall be bid internally and employees in good standing will be deemed eligible to bid. Any employee selected to fill the temporary vacancy shall have their assignment filled with a substitute employee. In filling the vacancy, consideration shall be given to seniority, qualifications, and work record. Once the absent

employee returns to their position, all employees given new assignments due to the temporary vacancy shall be returned to their former/regular assignment.

## **Section 4.06 Route Assignment Process**

Annual route selection dates shall be established by the Agency and distributed via email. The route selection date shall be no later than two weeks prior to the first student day of the school year. Drivers and assistants shall be allowed to review routes during times posted by the Supervisor on the day preceding the route selection date.

Any driver who does not possess a current and valid certification, Commercial Driver's License, or physical exam documentation on the route selection day will not be allowed to participate in the selection process or reserve a route.

- Route selections will be conducted based on seniority as defined in Article 9.
- Time spent by employees bidding on routes is not considered paid time.
- Routes may be bid by proxy with a signed letter authorizing the selection and approved by the Supervisor.

Route postings shall include the route description and the following as known at the time of bidding:

- Start and end times.
- Stop times.
- Total daily and weekly hours.
- Number of students.
- Accommodations/behavior plans for students.

The Agency may cancel, add or change route assignments at any time. Route assignments may change if the Agency determines that it is necessary to make the best use of Agency resources or to satisfy the transportation requirements of a particular student or school.

Safety concerns may also require changes to existing routes.

### **Information to Post.**

At the beginning of each new school year, all routes will be posted in advance of the route selection day. Route postings will list the pick-up points, drop-off points, starting time, estimated total daily hours and student information. Employees will be notified via Agency email when and where these routes may be viewed.

### **Dry Runs and Initial Parent Contact.**

Dry runs are required to be completed after bid and shall be paid as approved by the Supervisor. Both dry runs and initial parent contact will be coordinated by the Agency.

### **Assignment of Primary Bus to Route.**

Buses shall be assigned to routes every year before the beginning of each school year. This assignment is subject to change during the school year as deemed necessary. Buses are assigned to routes and not drivers.

### **Temporary Non-Voluntary Transfer.**

If an employee needs to be pulled from his/her assignment due to a staffing shortage, the displaced employee will



be paid their actual hours from the new assignment or the package hours from their normal assignment, whichever is greater.

## Section 4.07 Extra Work

Extra work is separated into two categories; Extra Trips and Field Trips. These two categories are not included in the guaranteed package hours of either drivers and/or assistants.

The minimum pay for all extra work is one hour. Each employee is responsible for keeping his/her weekly hours under forty (40) hours per week. Any hours in excess of forty (40) shall be pre-approved by the Supervisor, and shall be paid at 1.5 times the hourly rate for all actual hours worked in excess of forty (40). For purposes of overtime, the work week is Sunday through Saturday. Trips resulting in overtime should be the result of extenuating circumstances and approved in advance by the Executive Director for Transportation Services.

Employees with an instance without pay (AWOP) should refer to Section 8.05 regarding eligibility for Extra Work.

### A. **Extra Trips.**

Extra Trips are defined as trips to a set or repeating destination. These trips are also at the same depart time and return time on the same day of the week.

#### 1. **Assignment Procedure.**

- A. All unassigned Extra Work for the following workday will be posted on the Extra Work board by end of the work day.
  - i. Extra Work that departs prior to 9:00am the following day will be assigned before the end of the current workday for coverage reasons.
- B. The Extra Work posting will include a brief description of the assignment details and scheduled time the assignment will take.
- C. Space will be provided at the bottom the sheet for interested drivers and/or assistants to sign their name to indicate they would like to accept the assignment.
  - i. Employees may sign up for multiple assignments, but it their responsibility to clearly mark any order of preference.
  - ii. Employees must print their name legibly to be considered for the assignment.
- D. Extra work that becomes known after the close of the business day but before 5:30am of the following workday will be added as an additional posting.
- E. Assignment of Work - Extra Work (as defined in A and D above) will be assigned based on a rotating seniority basis at or near 9:00am.
- F. Extra Work that becomes known after 5:30am will be posted in the same manner as work defined in A and D above. However, this work will remain posted until 1 hour prior to the scheduled departure time. It will be awarded based on the same rotating seniority basis as standard Extra Work. If no eligible employees have signed up for the assignment at this point it becomes an Emergency Trip as defined in Section C below.

## B. **Field Trips.**

Field Trips are defined as trips that are not set or repeating in destination or time. They do not have the same times on the same days of the week and are completely separate from each other.

### 1. **Assignment Procedure.**

- A. Field Trips will be posted on the Extra Work board as soon as they are known, or one week prior to the trip date, whichever is less.
- B. The Field Trip posting will include a brief description of the assignment details and scheduled time the assignment will take.
- C. The posting will also include the date the trip will be assigned, usually the workday preceding the trip date unless the specifics of the trip compel an earlier assignment.
- D. Space will be provided at the bottom the sheet for interested drivers and/or assistants to sign their name to indicate they would like to accept the assignment.
  - iii. Employees may sign up for multiple assignments, but it their responsibility to clearly mark any order of preference.
  - iv. Employees must print their name legibly to be considered for the assignment.

### 2. **Route Coverage.**

Field Trips assigned to an assistant or driver overlapping with the employee's normal route, that route shall be covered by the employer. There is no guarantee that the same hours will be paid if the regular route is given up. The employer may also require the employee to switch a run with another employee to ensure that all runs remain covered. A driver and assistant from the same primary route are not allowed to simultaneously cover a Field Trip in order to maintain a level of consistency on the primary route. Should a driver and assistant both put in for the same Field Trip, the lower seniority employee will remain on the route and the higher seniority employee will be assigned the trip.

### 3. **Cancelled Field Trips.**

Should a Field Trip be cancelled after it is accepted, the employee will be offered the next available assignment that is closest to the original assignment hours. If multiple assignments are cancelled, employees will choose the replacement assignments in seniority order.

## C. **Emergency Trips.**

A trip will be considered an emergency if coverage using the Extra Trip or Field Trip procedures has not yet resulted in an employee accepting the assignment and the departure time is within 1 hour. Emergency Trips will be assigned at the discretion of a Supervisor.

## **Section 4.08 Summer Assignments**

Employees without an instance of an unpaid or unapproved absence during the school year, and have received an overall satisfactory employee evaluation, will be eligible to work during the summer. Summer assignments shall be offered using the same bidding procedure as the fall assignments.

## Article 5 - Standards of Conduct

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### Section 5.01 Performance Standards

Every driver shall successfully complete the basic bus driver education program and continuing education programs as required by the Michigan Department of Education, and shall meet and/or comply with all applicable federal and state legal requirements.

When a run supported by the LESA Specialized Transportation requires transportation of students with extended special needs (such as special medical care) all drivers and assistants transporting said students shall first demonstrate proficiency and/or complete special training relevant to those special requirements.

Employees are expected to follow all Agency policies, procedures, rules, and instructions at all times.

The principles listed below require the active daily attention of all employees, including consistent attendance, high standards of driving, thoughtful attention to human relations and cooperation of bus drivers and bus assistants with other persons engaged in the educational tasks of the schools in Livingston County. All regulations and procedures of the Agency are related to these central principles:

- A safe trip.
- Every trip runs on schedule.
- Daily acceptable performance.
- Positive environment for every person on the bus.

### Section 5.02 Professional Development

Drivers shall successfully complete as assigned pre-service training and in-service training covering safety practices, procedures, law, and student care and discipline, in particular the following:

- A. Training required by the Michigan Department of Education to maintain the validity of the School Bus Drivers Certificate.
- B. Topics related to driving skills, behavioral problems, public relations with students, parents and school personnel, first aid, basic medical information, emergency procedures, student evacuation drills, including evasive maneuvers, pre-trip procedures, accident procedures, etc.
- C. Training to meet requirements in first aid, adult/child/infant Cardio Pulmonary Resuscitation, administration of medications such as Diastat and EpiPens, handling infectious diseases, blood borne pathogens, and behavior management.

### Section 5.03 Cell Phone Use

Recognizing that personal cell phone use (including smart phones) by school bus drivers or bus assistants during vehicle operation poses a potential safety risk, LESA drivers and assistants shall not use personal cell phones while the school bus is in operation (not even to listen to music).

A bus is considered “in operation” whenever the bus is on the road or students are on board. Drivers and assistants must devote full attention to their task. To avoid distraction, personal cell phones must be silenced or turned off when the bus is in operation. To avoid any possible perception of illicit cell phone use, drivers and assistants may not wear Bluetooth earpieces or similar devices.

Cell phones may be used in an emergency situation if two-way radio communication is not effective. In these cases, the bus must be secured in a safe location and driver must be out of the bus seat prior to cell phone use.

### **Section 5.04 Radios**

Radios are provided in every school bus. If during bus inspections it is determined that the radio is malfunctioning, the employee must immediately notify the dispatcher to resolve the matter. Radios are provided for safety and dispatching reasons. The following are prohibited with regard to the usage of radios:

- Radio usage for personal reasons. All transmissions must pertain to official school transportation business.
- Transmitting while someone else is using the radio. Wait until they clear before transmitting.
- Transmitting confidential information.

### **Section 5.05 Family Members**

Family members may not ride the bus with an employee or be in the employee work areas (including the lounge) without the express written permission of the Supervisor. Employees are prohibited from bidding on a route that transports a family member.

### **Section 5.06 Conduct on Trips**

Lateness and/or other unprofessional behavior on Extra Trips will not be tolerated and may result in the employee’s name being removed from future extra assignments. Drivers must stay with the bus at the location of the trip unless otherwise instructed. Drivers must have the teacher’s permission and the Supervisor’s approval to leave the site of the trip for any reason.

### **Section 5.07 Drug Use Prohibition and Prevention**

Drivers or assistants shall not use tobacco products, including tobacco alternatives (i.e. e-cigarettes), or possess, consume or be under influence of alcoholic beverages or controlled substances during paid hours or prior to undertaking such duty within the time frames specified in applicable legal requirements, in particular the Pupil Transportation Act, or otherwise in the exercise of reasonable judgment.

The Agency shall conduct, or cause to be conducted, tests under applicable legal requirements to determine the presence of illegal drugs, controlled substances, or alcohol. Such tests shall be administered to:

- A. Any driver involved in an accident while working but not absolved of fault at the scene of the accident by a Law Enforcement Officer.
- B. Any driver or assistant whom the Agency has reasonable cause to believe has reported to work or is otherwise on school property while under the influence of drugs or alcohol.

- C. Any driver selected for random drug and alcohol tests.

Any employee who receives a screening and confirmation drug test by the medical review office (MRO) or a confirmed test of alcohol concentration .02 or greater will be immediately discharged.

## Section 5.08 Appropriate Dress and Grooming

Employees may dress casually, but be mindful that you are representing the Agency. Clothing should be appropriate. For the purposes of safety, while representing the Agency and/or during working hours, all footwear must have an enclosed heel, covered toes, and a sole that provides ample traction. If you have a question about what is permissible, please contact your Supervisor. Employees wearing inappropriate clothing may be sent home without pay.

## Section 5.09 Reporting Traffic Violations

Traffic violations incurred outside of work shall be reported by the employee to their Supervisor with 24 hours of receiving the ticket.

## Section 5.10 School Bus Idling

### A. Pre-Trip Inspection.

1. Buses may idle during the pre-trip inspection as many required checks depend on the bus running.
2. If the temperature is above 40 degrees, employees must turn the bus off after completing the pre-trip inspection.
3. If the temperature is below 40 degrees, employees may allow the bus to continue to idle. The maximum idle time in this situation is fifteen minutes.

### B. Special Situations.

During periods of extreme cold, the mechanics will start the fleet at a temperature chosen in conjunction with the office staff. This temperature will vary due to multiple factors.

### C. AM Unload at School.

1. Employees must turn of the bus if standing for more than 5 minutes. The bus will retain enough heat to keep the students safe and comfortable. Be sure to turn the key to accessory to allow the 2-way radio to function, as well as shutting down any blowers or fans to save battery life.
2. Employees who routinely arrive to school early enough where this is an issue, should speak with a Supervisor to have the route adjusted.

### D. Before Noon Route.

Unless otherwise noted on the message board, no idling is allowed prior to the noon routes.

### E. Before PM Route.

Unless otherwise noted on the message board, no idling is allowed prior to the PM routes.

During periods of extreme cold, some or all of the idling restrictions above may be lifted. Be sure to check the

message board for information. If an employee feels there is a special situation requiring action outside of the policies listed above, please speak with the Supervisor on duty.

### **Section 5.11 Route Adherence and Accuracy**

The established route directions are to be followed as written, unless doing so presents a clear and immediate danger to students and staff, would violate traffic laws, or there is a legitimate cause to deviate as described below.

The Supervisor must preapprove permanent deviations from the scheduled route. Deviations include travel path, including turn-around location, pick up/drop off locations, and pick up/drop off times.

Temporary deviations due to absent students are allowed, as long as the scheduled times for the students on board are not adjusted.

If you are aware of a significant deviation due to temporary changes such as absent students, report this to the dispatch staff. They will advise if they intend to contact parents to ask permission for the earlier pick up and drop offs, or if you should secure your bus and wait for the scheduled times. Do not modify parent pick-up times without Supervisor approval.

Permanent changes or schedule inaccuracies must be reported to the router. For the purposes of this section, a student who has not ridden for over a week without any contact from the parent(s) is considered a permanent change and must be reported to the router.

### **Section 5.12 Official Correspondence**

Most official communication to employees is via Agency email. Employees must ensure they have access to their account, and are responsible for checking it several times a week. Copies of communications may be posted on the various information boards, but is not required.

### **Section 5.13 Fueling Buses**

Employees are not permitted to fuel a bus unless they have completed all required training on the "underground storage tank A/B system" and have a "Class C Operator" permit.

Buses are to be fueled whenever the level indicated is below  $\frac{1}{2}$  at the conclusion of a route. Substitute drivers, are required to fuel regardless of the fuel level.

Assistants are to be dropped off at the garage prior to fueling your vehicle.

Fueling is to be completed during any paid downtime, such as a scheduled layover or package hour time generated by absent students.

### **Section 5.14 Cleaning Buses**

#### **A. Bus Exterior and Driver's Compartment.**

The bus driver is responsible for the cleanliness of the driver's position and the exterior of the school bus. Bus exteriors should be cleaned as needed to maintain a safe and appropriate environment for transporting students, or as directed by their Supervisor. The driver's compartment should be kept free of litter and personal items, and generally professional in appearance. Bus drivers are to use the time given for both the initial and final pre-trip inspections to complete these tasks.

#### **B. Passenger Compartment.**

Assistants will be paid up to 30 minutes per week for the purpose of cleaning and disinfecting the passenger compartment of the school bus, if additional time is needed it must be pre-approved by the Supervisor. This cleaning is required to be completed once per week, however if a special circumstance requires more frequent cleaning, an assistant may receive permission from a Supervisor to clean more often.

If the route package does not have an assistant position assigned to it, the responsibility for interior cleaning belongs to the assigned driver.

### **Section 5.15 Interactions with Parents**

Drivers and assistants may share information with a parent about how that parent's child is doing on the bus. Staff should try to establish a good relationship with the parent(s)/guardian(s). When the parent(s)/guardian(s) see that the bus staff care about the welfare of their students, they will provide support when approached for help with problems.

Avoid the following pitfalls when communicating with parents:

1. Never argue with parents/guardians.
2. Do not discuss other students on the bus other than their own children.
3. Do not discuss your coworkers with parents/guardians.
4. Never make deals or changes to the route with parents/guardians.
5. Never lose your temper when discussing matters with parents/guardians.
6. Never attempt to discuss or handle problems with a parent/guardian through the open door of a bus.
7. Never tell a parent/guardian how to manage students who ride your bus.
8. Never allow unauthorized persons on your bus.

If approached by a parent/guardian during a route, show interest, but politely explain that you must meet your schedule, and invite them to contact you at the office. At the end of your route, or if the parent/guardian needs immediate assistance, contact the dispatcher.

### **Section 5.16 Speeding/Unsafe Driving**

A driver is expected to drive in a safe and lawful manner at all times. If a complaint of speeding or unsafe driving is received, the Agency will conduct an investigation and enforce disciplinary action as needed.

### **Section 5.17 Handling Student Behavior**

Employees are expected to follow proper methods for handling student behavior including, but not limited to, the following:

1. Be patient.
2. Always submit an Incident Report whenever a student's behavior or medical circumstances are outside the student's normal day.
3. Address undesirable behavior as soon as you see it.
4. When correcting students, be sure to do so in a manner that respects their disability or conditions.
5. Do not engage in adult conversations that are inappropriate for children.
6. Don't "save up" student incidents. Report each one as it occurs.
7. Do not judge a student's ability or comprehension by outward appearance.
8. Treat students as individuals. Learn their names. Compliment good behavior.

### Section 5.18 Daily Announcement Log

Daily announcements will be communicated on a daily check-in sheet located at the dispatch window. Employees are required to initial this sheet when reporting for their first assignment of the day.

### Section 5.19 Driver's Required Paperwork

The accurate completion and submission of the following items are the responsibility of the bus driver; additional items may be added to this list:

- **Daily Inspection Report Booklet** – individual daily sheet.
- **Student Attendance Log** – monthly report.
- **Mileage Log** – submitted when full.
- **Evacuation Practice Forms** – submitted as requested.

### Section 5.20 Student Transfer Method

It is important for the safety of our students that the requested method of transfer as listed on the student's Specialized Transportation Request Form is followed. An overview of the three methods is listed below.

#### A. **Independent Transfer.**

This is the least involved method of transfer. The student is dismissed at the requested drop-off location without escort or verification of other family/caregivers being present. This is reserved for the most self-sufficient of students. If you see a young student, or a student that seems unable to care for themselves marked as Independent Transfer, please contact the dispatchers for clarification.

#### B. **Eye to Eye Transfer.**

This is the most common transfer method. The bus driver must make visual confirmation that a member of the family or other caregiver is present to receive the student before they are released from the bus.



### C. **ID Badge Transfer.**

This is the most secure and least common method of transfer. Any person receiving the student from the bus *must* present an Agency issued badge to signify that they are authorized to receive that student. THIS INCLUDES PARENTS AND FAMILY MEMBERS. Do not release to anyone that fails to provide an Agency ID badge. See the Supervisor for clarification if you have questions about the appearance of the badge.

## **Section 5.21 Student Medical Boxes/Prescription Bags**

Student medications are kept in plastic medical boxes and/or prescription bags. Medications are needed to ensure the safe transport for some students, and are a critical safety item.

Medical boxes are to be brought back inside the garage at the completion of every run. Certain medications are temperature sensitive, so it is important to report any medications that have been forgotten on the bus. Prescription medication bags are transported from school to parent/guardian, or parent/guardian to school. All prescription bags received must be seal-locked in order to transport.

It is the responsibility of the bus driver to ensure any needed boxes are on board before leaving and returned after the run.

## **Article 6 - Emergency Situations**

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### **Section 6.01 Bus Breakdowns**

Any mechanical failure or other problem that impairs an employee's ability to continue a route must be immediately reported to the dispatcher. The dispatcher will provide instructions applicable to the situation. Employees shall not abandon a bus in distress.

### **Section 6.02 Accident Procedures**

- In the event of an accident that, in the judgment of the driver, is not life threatening, contact dispatch. A driver's first priority are the students on the bus.
- If it appears there have been significant injuries, contact 911 first. If the driver does not have a cell phone available, dispatch should be contacted using the two-way radio or a cell phone available at the scene should be used.
- Students should remain on the bus if at all possible. Evacuate only if absolutely necessary.
- The bus driver/assistant must collect the seat location of students on board during the accident. Do not discuss the accident with any parties other than the police and office staff.
- If medical personnel decide to remove students from the bus, be sure to provide them with the student data forms and care plans, and ask where the student is being taken.
- Contact the Supervisor for additional procedures/guidelines.

### **Section 6.03 Medical Emergency**

General Procedure:

- Secure the vehicle.
- Contact base with your location, and nature of the emergency.
- If the emergency involves a student, review and follow any applicable Care Plans. If the student does not have a Care Plan, or the emergency is not related to the issues covered in the plan, follow your general First Aid and CPR training.

## Article 7 - Safety Program

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The Agency acknowledges that safety is a paramount concern; accordingly, employees of the Agency shall comply with all aspects of the safety program. The safety program shall include, but not be limited to, scheduled safety meetings for drivers and assistants and at a minimum shall meet and/or comply with all applicable federal and state legal requirements.

Suggestions for training and/or safety meetings subjects should be directed to a Supervisor. All constructive suggestions are appreciated.

### Section 7.01 “Empty Bus” Program

Children, especially very young children, may not always get off the bus at their appointed stop. A child's health could be seriously threatened if left on a bus unattended for an extended period of time, depending on the weather conditions, temperature, location and other factors. The leaving of a child on a bus by a bus driver and assistant shall result in immediate termination for both.

To prevent the leaving of students on the school bus after the completion of a route, the bus driver and assistant may complete a quick check for remaining students. Once back at the transportation facility a formal inspection after each route shall be completed by walking to the back of the bus and inspecting around and under all seats. The driver shall then hang a sign, provided by the Agency, in the back-door window of the bus. (Note: Some buses are equipped with a Child Reminder System (CRS). The CRS does not replace the employee's responsibility for placing the empty sign in the rear window of the bus).

If a bus is found without a sign while parked at the transportation facility, the staff member will immediately check the bus for students and then report this action to the Supervisor.

Buses are not to be driven outside of the transportation facility with the sign displayed in the back-door window.

### Section 7.02 Bus Inspections

#### A. Pre-Trip Inspections.

The school bus driver is expected to make a safety inspection of their vehicle before receiving any passengers. There are two types of inspections; a full inspection and an approach inspection. Full inspections are to be completed before the first and last routes assigned to a vehicle for the day. Approach inspections are used for any other routes assigned to the vehicle during the day. The full inspections are to be

documented using the form provided by the Agency. The safety inspection forms are to be turned in on a daily basis. Any mechanical issues are to be documented. If the driver is concerned about the immediate safety of their bus, the driver is to contact the Supervisor, or if the Supervisor is not available the driver is to contact the dispatcher on duty. During the pre-trip inspection, the driver must remove the "Empty Bus" Program sign until the end of his or her route.

**B. Post Trip Inspections.**

The driver is expected to complete a post trip inspection during which all windows, hatches, and doors are closed, inspect the interior of the bus for vandalism, lost articles, remaining students, etc., and hang the designated sign in the rear emergency door. The driver must also inspect the exterior of the bus for anything out of the norm and document findings on the designated form.

### **Section 7.03 Bus Maintenance Requests**

Drivers shall submit a completed Daily Vehicle Inspection Report to communicate maintenance needs to the garage staff. Time critical issues may be communicated verbally in addition to, but not in place of, written documentation. Verbal requests are to be brought to the attention of a Supervisor. If an employee is instructed by the garage staff to discontinue an issue s/he feel needs repair, report the concern to the Supervisor.

### **Section 7.04 Practice Evacuations**

Employees are required to perform three practice evacuations per student group during the school year.

The due date and type of evacuation is listed on the Practice Bus Evacuation Form, which is distributed at bid, and is available in the main hallway.

With the exception of non-ambulatory students, and those with behavior issues, the staff are to physically evacuate the students during an evacuation drill. This should be completed in the parking lot of the destination school, and must be witnessed by staff from another bus, the Supervisor or the school.

The overall plan needs to be documented and, along with the evacuation form, be submitted to the dispatchers before the due dates listed.

### **Section 7.05 Personal Protective Equipment (PPE)**

Personal Protective Equipment is equipment that is worn to minimize exposure hazards that cause serious workplace injuries and illnesses. In order for drivers and assistants to perform their jobs in a careful and protected manner, the Agency will provide PPE as recommended by OSHA and the CDC.

## **Article 8 - Staff Performance**

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### **Section 8.01 Evaluations**

The Supervisor shall complete an evaluation for each employee at least once every school year. Evaluations shall be

based on each employee's performance in the following categories:

- A. **Safety.**  
Performing all duties without accidents, tickets or formal complaints and in accordance with applicable laws, as well as Agency policies, guidelines, and instructions.
- B. **Attendance.**  
Coming to work consistently and working the scheduled work shift; arranging appointments and personal business so as not to interfere with scheduled duties.
- C. **Cooperation.**  
Cooperates with parents, school districts, and the Agency staff to make operations run smoothly.
- D. **Attitude.**  
Exhibits a positive, proactive attitude and seeks solutions to problems rather than placing blame or merely complaining.
- E. **Communication.**  
Informs Supervisors about conditions requiring attention and listening to parents, students, and staff regarding concerns.
- F. **Contributions.**  
Using innovation and shared thinking to resolve problems, making suggestions and working toward common goals of the department.

Employees have a right to attach to their evaluations a written statement as permitted by law.

## Section 8.02 Accident Review Committee

Accidents resulting in an injury or over \$2,500 total estimated damage will be addressed by the Accident Review Committee.

The purpose of the Accident Review Committee is to provide a fair and uniform process to evaluate and determine post-accident activities with the overall objective of reducing or eliminating repeated accidents. The committee shall review all accidents to determine the preventability of the accident and the level of compliance with Agency policies and procedures.

The concept of preventability is based on the premise that drivers are expected to meet a higher standard of performance than the average motorist. It is self-evident that the professional driver should be able to observe and assess the behavior of pedestrians and other drivers and recognize those actions that may create hazardous conditions and take every reasonable measure to avoid involvement in an accident.

The committee shall review the accident for defensive driving and preventability, not for legal fault. The fact that a driver, who becomes involved in a vehicle collision, is not legally at-fault does not mean the driver could not have prevented the accident.

The committee shall consist of three members, the Executive Director for Transportation Services, an Associate a Supervisor, and a certified trainer.

The Executive Director for Transportation Services will apply the following guide to determine the applicable progressive post- accident action:

Preventability Determination	Action
First preventable accident within current fiscal year with or without property damage and/or injuries.	Re-training, written reprimand, and up to three (3) days suspension without pay.
Second preventable accident within current fiscal year with or without property damage and/or injuries.	Termination of employment as a bus driver. Employee may appeal to be retained as a bus assistant.
Two (2) preventable accidents within three years of the current accident under review.	Re-training, written reprimand, and up to five (5) days suspension without pay.
Three (3) preventable accidents within three (3) years of the current accident under review.	Termination of employment as a bus driver. Employee may appeal to be retained as a bus assistant.
Preventable accidents where bus rear-ended other vehicle, failed to stop at a stop sign or traffic light, failed to yield, struck a pedestrian or other similar serious singular event.	Progressive discipline steps may be accelerated to a more severe response level, including termination.

The Agency may require additional follow-up depending on the nature of the accident.

### Section 8.03 Retraining

The Agency may require an employee’s retraining after a preventable accident or incident or after a driver’s evaluation. A driver assigned such retraining may not continue to provide services until such retraining has been successfully completed.

### Section 8.04 Performance Improvement

Performance improvement may be suggested whenever the Agency believes that an employee’s performance is less than satisfactory and can be resolved through adequate counseling. Corrective counseling is entirely at the discretion of the Agency and may be terminated at any step at the discretion of management. The Agency expressly reserves the right to discharge “at will.” . The Agency, in its sole discretion, may either warn, reassign, suspend, or discharge any employee at will, whichever it chooses and at any time.

The Supervisor will determine the course of action best suited to the circumstances. The steps in performance improvement are as follows:

**A. Verbal Counseling.**

At the first step in correcting unacceptable performance or behavior, the Supervisor will review pertinent job requirements with the employee to ensure his or her understanding of them. The Supervisor will consider the severity of the problem, the employee’s previous performance appraisals and all of the circumstances

surrounding the particular case. A written warning, probation, or possible termination could result if the problem is not resolved at this level. The Supervisor will document the verbal counseling for future reference but it will not become part of the employee's personnel file.

**B. Written Reprimand.**

If the unacceptable performance or behavior continues, a written reprimand will be issued. Certain circumstances, such as violation of a widely known policy or safety requirement, may justify a written reprimand without first using verbal counseling. The written reprimand defines the problem and how it may be corrected. The seriousness of the problem will be emphasized, and the written reprimand shall indicate that probation or termination or both, may result if improvement is not observed. Written reprimands become part of the employee's personnel file.

**C. Probation.**

If the problem has not been resolved or the circumstances warrant, or both, the employee may be placed on probation. Probation is a serious action in which the employee will be advised that termination will occur if improvement in performance or conduct is not achieved within the probationary period. The Executive Director for Transportation Services and the designated Supervisor, after review of the employee's performance improvement documentation, will determine the length of probation. Typically, the probation period shall be at least two weeks and no longer than 60 days, depending on the circumstances. Written probationary notice to the employee will be prepared by the Executive Director for Transportation Services who shall meet with the employee to discuss the probationary letter and answer any questions. The employee shall acknowledge receipt of the letter by providing their signature. Should the employee should refuse to provide their signature, the Executive Director for Transportation Services may sign attesting that it was delivered to the employee and identifying the date of delivery. The probationary letter becomes part of the employee's personnel file.

On the defined probation counseling date or dates, the employee and the Executive Director for Transportation Services will meet to review the employee's progress in correcting the problem that led to the probation. Brief written summaries of these meetings shall be prepared with a copy provided to the employee and a copy placed in the employee's personnel file.

At the completion of the probationary period, the Executive Director for Transportation Services and the designated Supervisor will meet to determine whether the employee has achieved the required level of performance and to consider removing the employee from probation, extending the period of probation, or taking further action. The employee will be advised in writing of the decision. Should probation be completed successfully, the employee will be commended, though cautioned that any future recurrence may result in further disciplinary action.

**D. Suspension.**

A two (2) or three (3) -day suspension, with or without pay, may be justified when circumstances reasonably require an investigation of a serious incident in which the employee was allegedly involved. A suspension may also be warranted when employee safety, welfare, or morale may be adversely affected if a suspension is not imposed.

In addition, and with prior approval of the Executive Director for Transportation Services, suspension without

pay for up to three consecutive working days may be imposed for such proven misconduct as intentional violation of safety rules on the job. Examples provided do not limit the Agency's use of suspension with or without pay in other appropriate circumstances, such as the need to investigate a serious incident. In implementing a suspension, a written counseling report shall be issued to set forth the circumstances justifying the suspension; such a report shall become part of the employee's personnel file.

**E. Termination.**

The employee will be notified of termination by the Executive Director for Transportation Services and will be directed to report to the personnel department for debriefing and completion of separation documentation. Involuntary termination is reserved for those cases which cannot be resolved by corrective counseling, or in cases where a major violation has occurred which cannot be tolerated. Terminations are to be treated in a confidential, professional manner by all concerned.

**Section 8.05 Attendance Expectations**

Employees are expected to come to work on all days they are scheduled.

Attendance issues include tardiness, excessive absenteeism, failure to report (no call /no show), pattern of absences (missing certain days of the week, etc.), or any absence without pay (AWOP) not related to an approved medical illness. Attendance issues are progressive and will be subject to a separate improvement plan.

Instance Number	Attendance Issues	Failure to Report	Tardy	Absence Without Pay
	All other attendance related issues not itemized in the following table.	Employee does not report at designated time, does not report absence before assigned route departs from garage or origin point.	Employee reports to work after the scheduled report time but still completes the route.	Employee does not complete scheduled assignments, and does not have approval or available time off for absence.
1	Verbal Warning.	Written Reprimand, Removal from extra work sheet.	Verbal Warning.	Written Reprimand, Removal from extra work sheet for the semester.

2	Written Reprimand.	Unpaid Suspension, Length TBD.	2 <sup>nd</sup> Verbal Warning.	2 <sup>nd</sup> written Reprimand, removal from extra work sheet for the year, not eligible for summer assignment and moved 1 Position Lower on Seniority List.
3	2 <sup>nd</sup> Written Reprimand	Termination Hearing.	Written Reprimand.	1 Day Unpaid Suspension, Moved 1 Position Lower on Seniority List.
4	Suspension, Length TBD.		2 <sup>nd</sup> Written Reprimand.	Unpaid Suspension, Length TBD, Moved 5 Positions Lower on Seniority List.
5	Termination Hearing.		Suspension or Termination Hearing.	Termination Hearing.

## Section 8.06 Dispute Resolution

An employee having a work-related concern or issue shall first communicate the issue(s) to their Supervisor. If, after meeting with the Supervisor the employee feels the issue remains unresolved, they may contact the Executive Director for Transportation Services and request a meeting. If still unsatisfied after this meeting, a meeting with the Superintendent or his designee may be requested.

## Article 9 – Seniority & Loss of Seniority

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### Section 9.01 Seniority

Seniority is recognized for purposes of route assignments as follows for employees:

- A. Seniority for purposes of bidding on routes was initially established on July 1<sup>st</sup>, 2015 for all existing employees. The order of seniority was based on the Adjusted Seniority Date with the Agency as of July 30<sup>th</sup>, 2015.
- B. Effective July 1<sup>st</sup>, 2018, combined seniority from all positions will be frozen for current employees who have occupied both driver and assistant positions for purposes of route assignment. For those hired during the 2017-18 school year, or who have only held one position in the Specialized Transportation Department since their hire date, seniority earned in the current position will determine seniority for purposes of route



assignment.

- C. Employees accepting another position within the Agency shall have their seniority frozen. Such employees may use their seniority to bid on future vacancies or routes, provided they return to a Transportation assignment at the next bidding cycle. Employees who remain in a non-Transportation assignment beyond the next bid cycle shall forfeit any Transportation seniority.

## Section 9.02 Loss of Seniority

- A. An employee will lose his/her seniority and his/her name will be removed from the seniority list and the employee will be terminated from employment when one or more of the following events occurs:
  - 1. The employee quits, retires or is discharged.
  - 2. The Employee has been laid off for more than one (1) year.
  - 3. The Employee has been on an unpaid leave of absence for a period of time exceeding their accumulated seniority days or one year whichever is less.

## Article 10 - Compensation

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### Section 10.01 Payroll Procedures

Employees will document their hours on a weekly timesheet. This sheet will have spaces to record any extra work, and spaces to record actual time worked if the assigned route exceeds the scheduled hours. Below are some important rules and procedures to follow when documenting your times:

- A. Employees exceeding scheduled hours shall record the actual time worked. A dispatcher must then review and sign extra time as soon as practicable. The dispatcher may refer the employee to a Supervisor depending on the nature of the extra time.
- B. Employees shall review their timesheet at the end of the week and provide their signature line before submitting it to the dispatcher.
- C. Timesheets are due on Friday after completion of the final run. Timesheets will be accepted no later than noon on Monday. If you are consistently late, you may miss a check date and be subject to a performance improvement plan.

### Section 10.02 Package Hours

Package hours are determined by the total estimated drive time of the route as determined by the routing software, plus:

Condition	Driver	Assistant
First run of the day	+15 minutes for vehicle pre-trip inspection	+5 minutes for report time

All subsequent runs except the final run of the day	+5 minutes for report time and approach inspection	+5 minutes for report time
Final run of the day	+15 minutes for vehicle pre-trip inspection	+5 minutes for report time

Drivers assigned a second vehicle (such as a Head Start bus), and who drive the vehicle on its first run of the day are given a second 15-minute allotment to complete an additional pre-trip inspection.

Package hours are compiled as accurately as possible, but adjustments will be made for any clerical errors. Additionally, any permanent changes to the package will cause the hours to be adjusted either up or down to suit the revised route. A permanent change includes students who move out of district, students that are reassigned to other routes/schools, students who have not ridden for over a week without contact from the parent, or any other change that it is not reasonable to assume is transient in nature.

If an outbound route concludes early, the employee is required to remain on premises until the conclusion of paid time. Likewise, if students are absent from a route on the inbound side, the employee is required to report at the scheduled time. While on paid time, other duties may be assigned which fit within the originally scheduled route time.

Package hours as documented are official.

**Hours Stabilization.**

Permanent route changes (as defined in Section 10.02) shall not negatively impact the scheduled package hours beyond three hours per pay. This applies to the hours at the time the route is bid.

**Section 10.03 Wages**

Permanent drivers and assistants shall advance steps on the wage scale based on time worked for the Agency in their assigned job and with an annual evaluation which provides evidence of the employee meeting the performance expectations as established within this Handbook. All increments are effective July 1<sup>st</sup>. New staff members hired may be given credit for prior experience.

Scale	2019-2020		2020-2021*	
	Driver	Assistant	Driver	Assistant
1	\$17.43	\$13.07	\$17.87	\$13.40
2	\$17.94	\$13.58	\$18.39	\$13.92
3	\$18.45	\$14.09	\$18.91	\$14.44
4	\$18.71	\$14.35	\$19.18	\$14.71
5	\$18.96	\$14.61	\$19.43	\$14.98
6	\$19.22	\$14.86	\$19.70	\$15.23
7	\$19.48	\$15.12	\$19.97	\$15.50
8	\$19.73	\$15.38	\$20.22	\$15.76

Extra & Field Trips, Meeting & Professional Learning	Driver Rate	Assistant Rate	Driver Rate	Assistant Rate
Cleaning Rate	\$13.00	\$13.00	\$13.00	\$13.00
Trainers	Driver Rate/hr + \$1.00/hr	N/A	Driver Rate/hr + \$1.00/hr	N/A

\*Paused until further notice. Wages for the 2020-21 year will be based upon the 2019-20 schedule.

Employees hired on or before October 1<sup>st</sup> of their year of hire shall be eligible to earn a Qualifying Bonus Year of Service (based on total service time at a local Livingston County district and/or LESA only) and related Bonus Payment as follows:

<b>Qualifying Bonus Years of Service Earned as of June 30<sup>th</sup> of Each Year:</b>	<b>Bonus Payment</b>
1 Year	No bonus
2-5 Years	1.0% of gross wages earned during the year
6-10 Years	1.5% of gross wages earned during the year
11-15 Years	2.0% of gross wages earned during the year
16-20 Years	2.5% of gross wages earned during the year
21+ years	3.0% of gross wages earned during the year

The bonus payment will take into consideration all years worked since date of hire, regardless of position held. Bonus payments will be paid by August 15<sup>th</sup> of each year. Employees separating employment with the Agency prior to the completion of the current year are not eligible to receive a bonus payment.

#### **Substitute Driver/Assistants**

The starting rate of pay for substitute bus drivers and bus assistants shall be incremented on the 1<sup>st</sup> of July immediately following their start date provided that they were hired by October 1<sup>st</sup> of the school year.

<b>Substitute Bus Driver</b>	<b>July 1, 2019</b>	<b>July 1, 2020*</b>
<b>Beginning</b>	\$17.43	\$17.87
<b>1<sup>st</sup> Increment</b>	\$17.68	\$18.12

<b>Substitute Bus Assistant</b>	<b>July 1, 2019</b>	<b>July 1, 2020*</b>
<b>Beginning</b>	\$13.07	\$13.40
<b>1<sup>st</sup> Increment</b>	\$13.33	\$13.66

The rate of pay for meetings, training and professional learning opportunities are as follows:

	<b>July 1, 2019</b>	<b>July 1, 2020*</b>
<b>Substitute Bus Drivers</b>	\$13.33	\$13.66
<b>Substitute Bus Assistants</b>	\$10.25	\$10.51

\*Paused until further notice. Wages for the 2020-21 year will be based upon the 2019-20 schedule.

Substitute drivers shall be eligible to earn a Bonus Payment equal to \$1.40/day worked during the school year. Days worked are defined as any day a substitute driver reports to work for any route assignment, including standby.

Substitute drivers hired as a regular driver will be eligible for the bonus earned for days worked as a substitute.

Payment will be paid by August 15<sup>th</sup>. Substitute drivers separating employment with the Agency prior to the completion of the current year are not eligible to receive a bonus payment.

### **Section 10.04 Overtime**

Each employee is responsible for keeping his/her weekly hours under forty (40) hours per week. Any hours in excess of forty (40) shall be pre-approved by the Supervisor, and shall be paid at 1.5 times the hourly rate for all actual hours worked in excess of forty (40). For purposes of overtime, the work week is Sunday through Saturday.

### **Section 10.05 Attendance Merit Incentive**

All regular employees (excluding substitute employees) shall be eligible annually for the Attendance Merit incentives. For purposes of this section, an occurrence of sick leave is defined as any legitimate use of sick time. In order to qualify for any of these attendance merit incentives, the employee must be employed and in good standing for the entire incentive period and have no unpaid time and limited sick time use.

A. The following Attendance Merit incentives are available:

1. An employee who does not use sick leave or have any unpaid time from the period commencing July 1<sup>st</sup> and ending January 31<sup>st</sup> shall be eligible for a three hundred (\$300) dollar attendance merit incentive payment and may elect to be paid for up to one unused personal business day.. An employee who experiences only one (1) occurrence of sick leave during this period of time and no unpaid time, shall be eligible for a one hundred (\$100) dollar attendance merit incentive payment. Payment for such incentive payments shall be made by March 15<sup>th</sup>.
2. The process noted in 10.05(A) shall be repeated during the period commencing February 1<sup>st</sup> and ending June 30<sup>th</sup> with payment occurring by August 15<sup>th</sup>.
3. An employee who has more than twenty (20) accumulated sick days as of June 30<sup>th</sup> shall be eligible to convert up to three (3) days at one hundred (\$100) dollars per day.

## **Article 11 - Fringe Benefits**

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### **Section 11.01 Voluntary Health & Supplemental Benefits**

Health benefits are available as required by the Affordable Care Act. Supplemental benefits are available as published.

## Section 11.02 Term Life Insurance & Long-Term Disability

The Board will pay the annual premium for each employee for a ten thousand (\$10,000) dollar term life insurance policy. Qualifying employees with five (5) or more years of seniority shall be eligible for a board-paid term life insurance policy of fifteen thousand (\$15,000) dollars.

The Board will pay the annual premium for each employee for Long-Term Disability Insurance.

## Section 11.03 Authorized Time Off

### A. Sick Time.

**Note:** Effective July 1, 2019, the Agency adopted Public Act 338 of 2018, commonly known as the Paid Medical Leave Act ("PMLA"). To ensure compliance with the PMLA, sick time shall be processed on the basis of hours rather than days. Accordingly, sick time shall be earned at a rate of one (1) hour for every thirty-five (35) hours worked, up to a maximum of one (1) hour per calendar week. As of the implementation of this Act, employee sick banks shall be converted from days to hours by multiplying the number of days by the highest package hours the employee was assigned over the most recent three (3) years.

As of August 15, 2019, each employee shall be credited with a one-time transition sick bank equal to three (3) times the package hours established on the most recent bid date. Each new employee hired after August 15, 2019 shall be given an initial sick bank credit, in hours, equal to three (3) times their initial package hours.

PML time may be used in increments equal to the AM and/or PM portion of the employee's daily package hours. The first forty (40) hours of "sick time" used in any given year shall be deemed by the Agency as "paid medical leave time" ("PML") and processed under the provisions of the PMLA. All "sick time" used beyond the forty (40) hours of PML time in any given year shall be processed and reported outside of the PMLA and in accordance with the rules and procedures otherwise set forth herein.

Any sick leave days not used by the end of the school year shall carryover to the following year.

For any use of sick time (including PMLA time) used, the employee may be required to give a written, signed statement indicating the reason for such absence within three (3) working days following his/her absence. Failure to comply with such a request will result in the withholding of pay for such leave days.

Criteria for utilization of the first forty (40) hours of sick leave time shall comply with the PMLA. To ensure full compliance with PMLA, concerns with the denial of PMLA time shall be directed to the Assistant Superintendent of Administrative Services. PMLA time includes, but is not necessarily limited to:

- Physical or mental illness, injury, or health condition of the employee or his or her family member.
- Medical diagnosis, care, or treatment of the employee or employee's family member.
- Preventative care of the employee or his or her family member.
- Closure of the employee's primary workplace by order of a public official due to a public health emergency.
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency.

- The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider.

Additionally, for domestic violence and sexual assault situations, employees may use PML time for the following:

- Medical care or psychological or other counseling.
- Receiving services from a victim services organization.
- Relocation and obtaining legal services.
- Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

All sick leave time beginning with the forty-first (41<sup>st</sup>) hour shall be used only for:

- Personal illness, injury or quarantine.
- Serious illness in the immediate family, e.g., husband, wife, child, father or mother.

The employee shall notify the administration of his/her impending absence stating the nature of absence. Each employee shall give such notification at least ninety (90) minutes prior to his/her scheduled on-the-job starting time.

The Agency will provide additional paid sick leave as required by the Department of Labor and/or federal statute related to COVID-19. Employees requesting paid leave time under these provisions will be required to formally request the time in writing through their Supervisor.

Upon retirement or the voluntary resignation from an employee, sick leave in excess of twenty times the current package hours is eligible for cash-out at twenty (\$20) dollars per day (with a day equal to the current package hours). Such cash-out request shall be made by the employee no later than June 30<sup>th</sup> and payment shall occur no later than August 15<sup>th</sup>.

**B. Personal Business.**

Employees not on leave shall be credited in hours with the equivalent of two (2) personal business days (with one day equal to the current package hours). Employees hired after the beginning of the regular school year, on an un-paid leave during the year or severing employment prior to year-end shall have their days pro-rated as follows:

Start Date	Personal Days
July or August	2
September or October	2
November or December	1
January or February	1
March or April	0
May or June	0

Personal business time may be used in increments equal to the AM and/or PM portion of the employee's daily package hours.

Use of personal business time must have prior Supervisor (or designee) approval forty-eight (48) hours in advance. Exceptions may be made on a case-by-case basis. Up to two employees per job classification may be approved to use personal business time per day. Such requests shall be considered in the order received. Requests for time off will not be accepted more than sixty (60) days in advance.

This leave shall be used only for the purpose of conducting personal business which cannot normally be transacted after work, on weekends, between runs or during vacation periods.

Employees having over fifteen (15) sick days in their sick bank may, with the written pre-approval of the Supervisor, convert up to five (5) of those days (with one day equal to the current package hours) into personal days for covering an unusual absence such as an out of state event, anniversary trip, or other similar event. Days converted must be used consecutively and employees shall be required to use their allocated personal business days for such events prior to asking for the conversion of sick days. The maximum number of days that can be requested under this provision (using a combination of personal days and converted days) is five (5). Employees electing this provision waive all attendance merit incentive payments as noted in Article 10.05. Employees are not able to access this provision two (2) consecutive years in a row.

Unused Personal Business time will be rolled into the employee's sick bank as of June 30<sup>th</sup>.

**C. Holidays.**

Employees will be paid at regular straight-time rates for the number of hours they are scheduled on the work day preceding a holiday for the following holidays:

Labor Day; Thanksgiving Day; day after Thanksgiving; Christmas Day; day after Christmas Day; day before or after New Year's Day; New Year's Day; Good Friday; Memorial Day; and July 4<sup>th</sup>.

To be eligible for pay for any given holiday the employee must work the full day before and the next full scheduled working day after the holiday. Exceptions may be made by the Executive Director for Transportation Services for extenuating circumstances. If a holiday falls within the first seven (7) days of an absence due to a work-related injury, the employee shall qualify for holiday pay.

**D. Jury Duty.**

An employee who is summoned and who reports for jury duty shall be paid an amount equal to the difference between the amount of salary s/he would otherwise have earned by working on that day and the daily jury fee paid by the court, not including travel allowances or reimbursement of expenses for each day on which s/he reports for or performs such jury duty on which s/he would otherwise have been scheduled to work.

An employee subpoenaed or is required to accompany a dependent minor child that has been subpoenaed, shall be released from regular duties without loss of salary to appear in court as a witness in any case connected with the employee's employment or in cases where the Agency is involved. Notwithstanding the

above, paid release time shall not be granted for court appearances which are not connected with the employee's employment, or in which the Agency is not involved, or in a case in which the employee initiates against the Agency, or where the employee is one of the defendants except in an agency connected case in which the employee is acquitted.

**E. Bereavement Leave.**

When death occurs in an employee's immediate family, e.g., spouse, parent, parent of current spouse, grandparent, grandchild, child/step-child, brother or sister, or son/daughter-in-law, the employee, upon request, will be excused from work for up to five (5) calendar days immediately following the date of death. The employee may elect to the use of up to two (2) days to attend the funeral or memorial service if such services are scheduled later than the five (5) calendar days noted above.

An employee will be excused, upon request, for one (1) day provided s/he attends the funeral upon the death of an aunt, uncle, niece, nephew, step sister or sister-in-law, or step brother or brother-in-law.

An employee excused from work under this Section shall receive the amount of wages s/he would have earned by working during the straight-time hours on such scheduled days of work for which s/he is excused with pay. Payment shall be made at the employee's rate of pay, not including premiums, as of his/her last day worked. Paid bereavement time will not be counted as hours worked for purposes of overtime.

**F. Medical Leave.**

To qualify for a medical leave the employee must first exhaust their PMLA time for the year. After the employee's PMLA time is exhausted the following provisions apply.

An employee who receives a written medical authorization to refrain from work for at least two (2) weeks or on an intermittent basis due to a disability may apply for a medical leave of absence without pay. The period of the medical leave shall not exceed six (6) months.

1. No other benefits, excluding seniority, shall accrue. employees shall have the right to return to their original position with a written statement from the doctor allowing full resumption of job duties.
2. Available paid sick leave shall be used concurrently with the medical leave and such use shall not count against a person for purposes of determining eligibility for the attendance merit incentive except that the maximum incentive leave payment shall be \$100.
3. Elective medical procedures shall not qualify for medical leave.
4. The Agency reserves the right to request a second physical or medical opinion (at the Agency's expense) in accordance with [Section 4.02](#), Health and Physical Requirements.

## **Section 11.04 Unscheduled Closings**

**A. Suspension of Operations.**

On any given day every reasonable effort will be made to determine by 5:45 a.m. whether or not Transportation operations will be suspended. If such a decision is made, it will be announced over WHMI (93.5 FM). All employees are expected to listen for such an announcement.

**B. Unscheduled School Closings.**



Employee shall be credited annually with six (6) days (with one day equal to the current package hours) that may be used if their scheduled assignment is cancelled due to conditions not within the control of school authorities, as defined in Section 101(4) of the State School Aid Act or via a State Executive Order. Such time shall not carry-over to the next year if unused.

Pay for time in excess of the six (6) annually credited days will be determined based on provisions/guidance from the State of Michigan.

To the extent that additional school days are not in session staff may use their personal business time. Pay for such days will be based on the scheduled hours for the cancelled assignment. Should a driver work trip hours that occur on a cancelled school day, s/he will receive their regular pay for the day in addition to the trip hours worked.

**C. Show-Up Time.**

1. If operations are suspended after an employee's starting time, but before the start of scheduled classes, employees who show up for the beginning of their assignment will be paid one (1) hour of straight time rate. The Employer may assign employees to any work available during such 1-hour period.
2. If no school closing announcement is made, all employees are expected to report for work as scheduled.
3. An employee who is unable or unwilling to appear for work as defined above will be charged for the time lost over the interval beginning at the time s/he would have been scheduled to begin work and ending at one of the following three times, whichever occurs first:
  - a. The time s/he would have finished his/her scheduled work;
  - b. The time the Agency closes on that day; or
  - c. The time at which the Michigan State Police or the Livingston County Sheriff's Department advises the Employer to close or advises the public in the employee's home area to drive only in an emergency.

This provision does not apply to the employee who is reasonably delayed in getting to work because of inclement weather.

## Article 12 - Expense Reimbursement

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### Section 12.01 CDL/License Renewal

The Agency shall reimburse bus drivers for the cost of any required endorsements or license fees in excess of their personal license that are required to perform the work of a school bus driver.

### Section 12.02 Physicals

The Agency shall pay for the actual cost of physicals as required under Section 4.02 of this Handbook. Physicals must

be performed at the Agency defined provider office. Drivers are eligible for 30 minutes of pay when they complete a required physical.

### **Section 12.03 Damaged clothing or eye glasses**

The Agency shall not reimburse employees for clothing or eyeglasses damaged while performing work. However, extenuating circumstances shall be considered by the Executive Director of Transportation Services upon the receipt of a written explanation and request for reimbursement.

### **Section 12.04 Pay for Random Drug Screening**

Employees are eligible for fifteen (15) minutes of pay when they complete a random drug screening.