

Constantine Public Schools



Transportation Handbook

2022-2025

TABLE OF CONTENTS

Article		Page
1	Purpose	1
2	Recognition	1
3	Probation, Seniority, and Reductions	1
4	Route Vacancies and Bidding	2
5	Extra Trips	3
6	Compensation and Benefits	4
7	Termination and Discipline	8
8	Grievance Procedure	9
Schedule		
A	Salary Schedule	11
B	Grievance Form	12

ARTICLE 1 PURPOSE

The purpose of this Handbook is to promote and ensure harmonious relations, cooperation and understanding between the employer and the employees covered hereby, to ensure and establish standards of wages, hours, working conditions and other conditions of employment. Wherever reference is made to gender in this Handbook the same shall be interpreted and construed as including both male and female.

ARTICLE 2 RECOGNITION

This Handbook covers full-time drivers (full-time drivers are defined as those drivers who are assigned to a regularly scheduled daily route) full time Substitute drivers, and all Transportation Aides regularly scheduled twenty (20) or more hours per week during the school year.

This Handbook shall constitute the full and complete commitment of the Board to the drivers for the period listed. It may be altered by the Board and the employees will be notified if that occurs.

ARTICLE 3 PROBATION, SENIORITY, AND REDUCTIONS

A. PROBATIONARY PERIOD

All newly hired permanent bus drivers will be placed on probation for sixty (60) working days.

B. SENIORITY

Seniority as a driver shall accrue from the date of job acceptance for the employment of a driver. Should more than one (1) driver have the same job acceptance date, the order of seniority shall be determined by the lowest last four (4) digits of their Social Security numbers, lower numbers shall be ranked higher in seniority.

A new driver is classified as any full-time assigned driver that has not driven at least eighty-five (85) days per year. An employee may lose their seniority for the following reasons:

1. They resign.
2. They're discharged for cause and not reinstated through the Grievance Procedure.
3. Upon normal retirement.

A current seniority list shall be maintained for each employee covered by this Handbook. Such list shall contain date of hire, classification and classification seniority date.

C. REDUCTION IN FORCE

Employees shall be reduced in hours, laid off or recalled according to seniority in their classification with a minimum of twenty (20) day notice, provided, however, that to be eligible for recall, the employee must be qualified to hold the position. An employee on scheduled layoff shall have the right to displace a lesser seniority employee who is the same or lower classification, provided, the senior employee is qualified to hold the position held by the lower seniority employee. In the event that one (1) or more bus routes are eliminated, a bid meeting shall be conducted. The bid meeting shall likewise be utilized to implement any reduction in force or reduction in hours beyond a half (0.5) hour per day. At a bid meeting held due to route elimination or hours reduction, those driver(s) displaced shall have a right to utilize their seniority to bump into a route (only one (1) route) held by a less senior bargaining unit member(s) in the same classification. Upon lay-off from the District, an employee's seniority shall be frozen.

ARTICLE 4 ROUTE VACANCIES AND BIDDING

When a route or routes become open, they will be posted on the drivers' bulletin board for at least five (5) working days and emailed to each driver. In the event the route or routes become open when school is not in session, all drivers will be notified by telephone and email and will have seven (7) days from the posting date to notify the Transportation Supervisor of their intent to bid on an open route(s).

There will be an annual bid meeting and documentation for the route and driver assigned. A proxy bid is acceptable and it is the employee's responsibility to provide contact information and/or proxy bid wishes to the Supervisor if they will be absent during a bid meeting. Upon receipt of a written request, the business office will provide two (2) years of cost history on an open route. The senior employee making application shall be transferred within the following pay period to fill the vacancy or new position, provided they are capable of performing the duties of the job involved and have a satisfactory work record.

There will be a sixty (60) driving day probationary period. Any driver requesting a reassignment will have twenty (20) driving days to request a return to their previous route. The route reassignment will be done as quickly as possible, but in no instance will the reassignment take more than ten (10) days.

Temporary routes, of sixty (60) days or less, will be posted in the same manner as above. Should the route become permanent after the sixty (60) days temporary period, it shall be rebid according to the above criteria.

ARTICLE 5 EXTRA TRIPS

A. MASTER SCHEDULE

A master schedule of all regular drivers shall be prepared for rotation of drivers for extra-curricular activities. On short notice trips, the supervisor shall have the right to ask the driver to take a trip. All extracurricular and co-curricular trips may be driven by the certified professional staff supervisor, or an individual designated and approved by the school administration, if that person can drive by ability, licensure, and has met the qualification for driving a school vehicle by the user agreement, and if necessary complete the required training class. Extracurricular trips that have 24 or fewer students do not have to be posted with the transportation department. Extracurricular trips with 25 or more students must be posted through the transportation department.

Supervisor reserves the right to alter the rotation of extra trips based on experience (less than one year in Constantine) and the distance traveled.

B. ASSIGNMENT OF EXTRA TRIPS

Assignment of permanent substitute drivers for the Special Education, CTE or other routes that use sub drivers during the day, shall be on a rotating basis similar to the Extra Trips procedure. The Transportation Supervisor shall have the right to ask a driver to perform sub driver duties in the event of short notification, if the sub list has been exhausted.

A full-time driver may be eligible to drive an Extra Trip instead of their regular bus route, only if a substitute driver is available to replace the full-time driver. This substitute driver also must be fully qualified, which is defined as having ridden and driven that particular route without problems. A driver may give up their route to take any Extra Trip, including sports, if a permanent substitute driver is available to drive this route.

If Extra Trips are changed after being posted, drivers, if possible, will be given twenty-four (24) hour notice of changes after trip is assigned, with weather issues excluded from this rule. The driver shall have the right to refuse the Extra Trip if changes are made after it is assigned, provided, however, the right to refuse is conditioned upon there being sufficient time to obtain another driver for the Extra Trip. The driver will go to the top of the Extra Trip bid list.

Should an Extra Trip be canceled, the affected driver(s) will go to the top of the Extra Trip list for the next available trip within one (1) week. When necessary, the driver shall request a map and/or driving directions to an Extra Trip destination upon assignment for the Extra Trip.

C. EXTRA TRIP PAY

Pay for trips, other than regular daily runs, shall be at a rate established on Schedule A, with two (2) hours minimum pay. Drivers will be reimbursed up to seven dollars (\$7.00) for meals on Extra Trips involving six (6) or more hours of continual service (with afternoon route times to be part of this time if a trip departs within forty-five (45) minutes of the end of the regular route, and up to an additional seven dollars (\$7.00) involving eleven (11) or more hours of continuous service. The driver must submit paid and itemized meal receipts to the business office and the employee will be reimbursed on the next available payroll.

On any overnight trip, drivers will be assigned their own room(s). All non-wheelchair (non-lift bus) Special Education Extra Trips that originate from Constantine Public Schools shall be paid at the regular Extra Trip Driving rate, as well as taking busses for service. Any trips to deliver or pick-up a bus for repair or service, will be assigned by the transportation supervisor and paid at the current contractual rate for Extra Trips. Full time bus drivers will have the first option to take such trips in order of seniority and this statute will be in effect year round. Every effort should be made to schedule such trips when a majority of the bus drivers will be available to take them (example: not during the am or pm route time)

D. EXTRA DRIVER REQUEST

On Extra Trips, where the drivers or transportation secretary feel it is appropriate, a request for a second driver may be submitted to the Transportation Supervisor. If the Transportation Supervisor concurs, the request shall be forwarded to the Superintendent or their designee for approval. The approval of a second driver for any trip will be at the sole discretion of the Superintendent or designee and is not subject to any form of grievance.

**ARTICLE 6
COMPENSATION AND BENEFITS**

A. WAGES

Wages and compensation shall be paid as established in Schedule A. The Board will pay the required contribution on gross wages to the Michigan Public School Employees Retirement System.

B. LIFE INSURANCE

A \$10,000 Life Insurance Policy will be purchased for each driver who has successfully completed one year of full-time service with the District. The coverage will begin at the start of the 2nd year and the cost will be borne by the District.

C. FORGIVEN DAYS

Drivers, and others covered by this Handbook, will be paid at the current contract rate for each type of trip driven, plus be paid their regular daily pay rate, for up to four (4) “forgiven” days within the current School Aid Act provisions. Such “forgiven” days may include snow days, severe storms, fire, epidemics, health conditions, or other days beyond the school district’s control as defined by the current School Aid Act.

D. PROFESSIONAL DEVELOPMENT AND CDL RENEWAL

For the duration of this Handbook, drivers will be paid for up to two (2) Professional Development days. One of the Professional Development days shall be the annual before school drivers meeting. The date of the second day shall be the date of CPR Training. The Professional Development day pay will be the current Extra Trip hourly rate with a three (3) hour minimum.

Pay rate for schooling shall be paid at the applicable Extra Trip rate. The district will reimburse drivers for their extra fees above and beyond a standard driver’s license for the renewal of their CDL and required endorsements.

E. ANNUAL PHYSICALS

Annual driver physicals will be reimbursed up to one hundred dollars (\$100.00). The driver is responsible for charges above that amount. All drivers, at the time of the annual physical, may be required to submit to a urinalysis test conducted by a licensed lab. Random urinalysis drug testing may be required, when suspicion on the part of the Administration or the Board warrants such action, or to meet current legal requirements. The cost of this drug testing will be paid by the District. Drivers shall be paid a minimum of one (1) hour at the current Extra Trip rate for off-site random drug testing. Drivers will be reimbursed at the IRS rate for all random drug tests.

F. SICK DAYS & ATTENDANCE BONUS

Full-time bus drivers and aides shall be granted ten (10) sick leave days per year, cumulative to one hundred (100) days for reason of personal illness and paid at the daily average during the week of the absence. A maximum of ten (10) of these days may be used annually for family-related illnesses.

A year-end bonus will be available to drivers falling into the following attendance categories:

0-2 used sick days	\$400
3-4 unused sick days	\$300

Bereavement, Jury, Personal Days, and FMLA leave shall not be counted in determining a driver’s eligibility for an attendance bonus. Bonuses shall be paid at the time they are earned on the next payroll date.

The unused portion of sick leave allowance shall accumulate from year to year. If such credit results in the accumulation of 50 days or more, the Board will pay the driver upon retirement under ORS from the District \$20 per day (\$2000 maximum).

G. PERSONAL BUSINESS DAYS

Full-time bus drivers and aides shall be granted two (2) days per year (non-cumulative), for the conduct of personal affairs that cannot be handled normally outside school hours. Employees with seventeen (17) or more years of seniority shall receive one (1) additional personal day.

1. The day immediately preceding, or the day immediately following a school vacation (defined as Thanksgiving, Christmas, and Spring vacations) will not be recognized by the Board as a personal leave day with the exception, however, of such cases which may cause undue hardship on the individual concerned. Circumstances presenting unusual conditions will be reviewed upon request by the Transportation Supervisor to determine whether such time may be granted.
2. No personal days will be granted for the first or the last day of the school year.
3. Each request for personal leave shall be in writing on the form approved by the Business Office and submitted to the Transportation Supervisor at least.
4. Requests shall be two (2) working days prior to the requested leave date, except in the case of an emergency. Approval or denial shall be granted by the Supervisor within twenty-four (24) hours of receipt of the request, if made within four (4) days of the requested leave date, or forty-eight (48) hours prior to the date of the requested leave, if the request is made over five (5) or more days prior to the requested date. Not more than two (2) drivers may be granted personal days on the same day, taken on a first come, first served basis, to avoid staffing problems.
5. All employees are eligible to use personal days for holiday pay (without the need for a substitute driver).

H. EXTENDED LEAVE REQUESTS

If a driver requests and receives a Board approved leave from driving, for up to two (2) years, they may return at the end of the leave period to the next available opening after all drivers with more seniority have exercised their rights for a different route. The Superintendent may approve/disapprove the request after taking into consideration the needs of the District. Leaves will be approved with the stated duration and if the employee wishes to return to active employment prior to the stated date a written notice must be submitted five (5) days prior to return. Leaves approved or denied shall not be subject to the grievance procedure. A driver will not lose or accrue seniority during the leave period. An employee may request a leave of up to 12 weeks for any valid reason without being subjected to the Article 6, G bidding process for routes.

A returning driver shall maintain their pay step at the same pay step as when they left. However, they will be placed on the driver's seniority list at the proper position for time they have actually worked, with no additional credit given for leave time. This will be the seniority position used for bidding when returning from Board approved leave. If an opening does exist upon returning from a leave, the driver will still have an opportunity beyond the leave time to the next available opening. When returning from a leave, a driver who refuses an assignment will be considered to have terminated all Transportation Department employment relationships with the District.

I. BEREAVEMENT LEAVE

Three (3) days leave of absence, with pay, not chargeable against sick leave time, shall be granted for a death in the immediate family. (Immediate family shall be defined as spouse, son, daughter, son-in-law, daughter-in-law, mother, father, mother-in-law, father-in-law, grandparents, or grandparents-in-law, brothers, sisters, grandchildren and stepfamily members.) Additional days may be approved by the Board of Education only.

J. JURY DUTY

Employees required to appear as a subpoenaed witness, or for jury qualification or jury service, shall receive their pay from the Employer for such time lost as a result of such appearance or service, less any compensation received, excluding expenses and travel allowances for such witness or jury services.

K. CLOTHING ALLOWANCE

The Employer will pay up to \$130 toward a winter jacket for each regular bus driver and bus aide who has completed the sixty (60) days probationary period (one per employee for 2022-25):

Dollar amount is inclusive of the cost of printing "Constantine Schools Transportation" and a logo on the clothing. The clothing design selected must be of a good quality, be approved by a majority vote of all non-probationary regular bus drivers and bus aides and meet the Employer's approval. Clothing will generally be ordered no later than October 15th, provided the drivers make a timely selection decision. Clothing is expected to be worn on a regular basis, especially on Extra Trips, and in such a manner as to reflect well on the school district.

L. HEPATITIS SHOTS

The District shall furnish Hepatitis Vaccine shots at no charge to all covered employees upon written request from the employee to the Transportation supervisor.

ARTICLE 7 TERMINATION AND DISCIPLINE

A. TERMINATION

When a school bus driver desires to terminate their employment, a minimum of ten (10) business day notice, in writing, shall be provided to the Employer. When the Employer intends to terminate a school bus driver, ten (10) business days' notice shall be given, unless the termination is for gross disciplinary reason. If the Employer feels there's a gross disciplinary reasons, a driver may be placed on immediate suspension, without pay.

B. DISCIPLINE

Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employees in writing, with the employees having the right to defend themselves against any and all charges.

If an employee is given a verbal reprimand/warning, the employee may be given a letter which confirms the verbal discipline. The Board recognizes and accepts the concept of progressive discipline. However, it is also recognized that factors such as the seriousness of the offense justify the imposition of discipline which is not progressive in nature. When the Employer feels disciplinary action is warranted, such action must be initiated within five (5) working days from the date of the occurrence of the condition giving rise to the action, or within five (5) working days of the date it is reasonable to assume that the Employer became fully aware of the conditions giving rise to the discipline.

However, disciplinary action may be delayed and not imposed within the aforementioned time limit in the event there is a delay in completion of the investigation, or in the event the Board determines the alleged conduct should become the subject of a hearing before disciplinary action is taken.

C. LATE GRACE PERIOD

Drivers shall receive two (2) grace periods per year of up to five (5) minutes each protecting them from being disciplined for tardiness during the late grace period. The late grace period shall overlap the fifteen (15) minute pre-trip inspection time proceeding the departure time of each trip.

D. SPECIAL NEEDS STUDENTS

In order to positively impact educational services for special needs students, the building administrators will inform drivers of the individual circumstances of special needs students as appropriate. Specific items on student IEPs, behavior plans, or health issues that refer to or impact transportation will be shared with drivers. Non-compliance with confidentiality requirements by drivers or transportation aides regarding this information will lead to disciplinary action, up to and/or including termination. If specific bus riding plans are proposed, the Transportation supervisor and driver should be involved in the planning.

ARTICLE 8 GRIEVANCE PROCEDURE

Any employee(s) within the bargaining unit believing that there has been a violation, misinterpretation, or misapplication of any provisions of the Handbook relating to wages, hours, terms, or conditions of employment may be processed as a grievance as hereinafter provided (see Schedule B). Any grievance not initiated with fifteen (15) days is considered null and void. For the purpose of this contract, the term “days” shall refer to the normal working days the District’s Business Office is open.

ADJUSTMENT OF GRIEVANCES

Grievances of employees within the employee group shall be presented and adjusted in the following manner:

Level One: The employee with a grievance shall first discuss the matter with the Transportation Supervisor, with the object of resolving the matter informally. In the event the aggrieved person is not satisfied with the disposition of their grievance, they may then within the five (5) days invoke the formal Grievance Procedure.

Level Two: In the event that the employee is not satisfied with the disposition of their grievance at Level One, a written copy of the grievance form (Schedule B) shall be delivered to the Transportation Supervisor within five (5) working days. It is also permissible to submit this information through school email. Upon receipt of the grievance, the Transportation Supervisor shall provide disposition in writing within five (5) days and shall furnish a copy to the Grievant.

Level Three: In the event that the employee is not satisfied with the disposition of their grievance at Level Two, they shall transmit the grievance and the Transportation Supervisor’s disposition to the Superintendent by school email or personal meeting within five (5) days. Within ten (10) days, the Superintendent shall issue written disposition of the grievance to the grievant

Level Four: If the employee is not satisfied with the disposition of their grievance at Level Three, or if no disposition has been made, the grievance shall be transmitted to the Board of Education within fifteen (15) days by the superintendent.

Within fifteen (15) days from receipt of the grievance, or its next regularly scheduled meeting, the Board shall consider the grievance. The Board may hold a hearing or otherwise investigate the grievance or prescribe such procedure as it may deem appropriate for consideration of the grievance, provided however, that in no event, except, with express written consent of the employee, shall final determination of the grievance be made by the Board more than twenty (20) days after its submission to the Board.

If any legal employee for whom a grievance is sustained shall be found to have lost hours, wages, or to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation and benefits lost. The Board of education or the Employer may call any person as a witness in any hearing. The Board of Education shall not grant relief retroactive beyond the date of the alleged incident giving rise to the grievance. The decision of the Board of Education shall be final, conclusive and binding upon all employees and the Employer. In the event of a vacation period or school year's end, all levels of grievance shall be handled within fifteen (15) days.

This Handbook shall be effective as of July 1, 2022 and shall end June 30, 2025.

IN WITNESS OF WHEREOF:

CONSTANTINE PUBLIC SCHOOLS

Terry Burgess, Board President

MaRinda Stamp, Secretary

Jim Wiseley, Superintendent

Date

SCHEDULE A
DAILY REGULAR, SPECIAL EDUCATION, CTE, AND EARLY CHILDHOOD TRIPS
WAGES PER HOUR

Drivers	Step	2022-25 Includes Longevity
Hired Before 8/1/12		\$24.50
Hired On or After 8/1/12	1	\$20.00
	2	\$21.00
	3	\$22.00
	4	\$23.00
Bus Aides		\$14.50
Extra Duty Trips (Driving Time)		Regular Driver Rate
Extra Duty Trips (Layover Time)		\$20.00

Hours paid are actual hours worked (1.5 hours minimum call in for regular routes). Two (2) hours minimum for extra trips. All drivers must be fully certified to be paid above step 1.

Step placement for 2022-23

Employees on 2021-22 year 1 placed on 2022-23 step 1.

Employees on 2021-22 year 3 placed on 2022-23 step 2

Employees on 2021-22 year 5 placed on 2022-23 step 3

Employees on 2021-22 year 10 or above placed on 2022-23 step 4

Steps granted (one step for working 75% of the work year) for 2023-24 and 2024-25.

Health/Medical Insurance – employees working 30 hours per week or more will be provided single subscriber coverage or \$1500 annual cash in lieu.

INCENTIVE BONUS FOR 2022-23

The District will provide a hiring incentive bonus of \$1500 for new bus drivers that are hired and work and stay employed for at least 180 workdays hired after July 1, 2022 and prior to June 30, 2023. The District will provide the new driver or aide half the payment on the payroll after the 91st workday and will provide the other half of the payment on the payroll after the 180th workday.

Current Constantine drivers or aides who recruit a candidate who becomes a regular driver will receive a \$750 stipend when the new person completes their 91st workday.

**SCHEDULE B
CONSTANTINE PUBLIC SCHOOLS
BUS DRIVER GRIEVANCE FORM**

Grievant _____ Grievance Number _____ Year _____

Date of Alleged Violation _____ Date of Level One Meeting _____

Level Two

Statement of Grievance: _____

Remedy Requested: _____

Signature of Grievant(s) _____ Date _____

Supervisor's Disposition: _____

Signature of Supervisor/Principal _____ Date _____

Employee Disposition: Satisfactory _____ Unsatisfactory _____ Date _____

Level Three

Attach Superintendent Disposition

Level Four

Attach Board Disposition