COLLECTIVE BARGAINING AGREEMENT

Between

PLAINWELL COMMUNITY SCHOOLS

and

SERVICE EMPLOYEES INTERNATIONAL UNION BUS DRIVERS

July 1,2016 – June 30,2018

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT made as of the date hereinafter set forth by and between the PLAINWELL COMMUNITY SCHOOLS, Counties of Allegan, Barry and Kalamazoo, Michigan (hereinafter called the "Employer") and Local 517M of the SERVICE EMPLOYEES INTERNATIONAL UNION, (hereinafter called the "Union");

WITNESSETH:

ARTICLE 1

PURPOSE AND RECOGNITION

- 1.1 <u>Purpose</u>. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.
- 1.2 <u>Recognition.</u> The Employer recognizes the Union as the exclusive representative of all the employees in the bargaining unit in respect to rates off pay, wages, hours of employment, or other conditions of employment.
- 1.3 <u>Employee Defined.</u> The word "Employee" as used herein shall mean all regular full-time and part-time bus drivers, excluding substitutes and all other employees.
- 1.4 <u>Limitations.</u> The purposes of which recognition is granted and the definition of the bargaining unit shall in all particulars conform to the certification of the Michigan Employment Relations Commission and the provisions of applicable law.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 <u>Reservation of Rights.</u> The Employer, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
 - A. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
 - B. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their suspension or dismissal; and to promote, and transfer all such employees;

- 3.2 <u>Union Responsibilities</u>. The Union shall have, in addition to other responsibilities expressly set forth herein or provided by law, the following responsibilities:
 - 3.21 <u>Union Representatives.</u> The Union shall promptly notify the Employer in writing of the names of those persons who have been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.
 - 3.22 <u>Concerted Activities.</u> The Union agrees that it will be good faith cooperate with the Employer in attempting to assure that reasonable works standards and the rules and regulations of the Employer are complied with and that it will not directly or indirectly encourage, permit or cause any concerted work stoppage, slowdown, strike or other interference with the day-to-day operations of the Employer. The provisions of this section shall remain in effect until such time as this Agreement shall be superseded by a new Agreement between the parties.
 - 3.23 <u>Union Activities</u>. Except by the expressed agreement of the Employer, the performance of the duties of an employee shall not be interrupted for the purpose of conducting any Union activities whatsoever, provided, however, that this provision shall not prevent the authorized representatives of the Union from having such reasonable contact with the members of the Union as shall be necessary to ascertain that the terms of this Agreement are being observed.
 - 3.24 <u>Notification of New Hires.</u> The Employer shall, within ten (10) work days, notify the Union of any new hire(s) within the bargaining unit.

ARTICLE 4

EMPLOYEE CONDUCT AND DISCIPLINE

- 4.1 <u>Employee Conduct.</u> Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:
- A. The performance of all duties with reasonable diligence and in a professional driver-like manner.
- B. The prompt notification to the Employer of any physical or mental conditions of the employee which may temporarily or permanently impair the ability of the employee to adequately discharge his/her responsibilities.
- C. The prompt notification of the Employer of any defective or unsafe condition in the school buses and other motor vehicles owned or under the jurisdiction of the School District

suspension. All dismissals or suspensions shall be without pay.

4.6 <u>Employee Notification</u>

Any formal complaint made against an employee by any parent, student, or other person will be promptly called to the attention of the employee. Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee. Such complaint will be signed by the employee before being put in their personnel file.

ARTICLE 5

SENIORITY

- 5.1 <u>Probationary Period.</u> A new employee shall be in a probationary period for the first ninety (90) work days except that experienced drivers shall complete a probationary period of not less than thirty (30) work days. There shall be no seniority for probationary employees, and such employees, including laid-off, suspended, or discharged probationary employees, shall have no recourse to the terms of this Agreement.
- 5.2 <u>Seniority Defined.</u> Seniority shall be measured from the date that an employee first performed services for the Employer as a regular driver. If two (2) or more employees have the same service date, the employee having the lowest last four (4) digits of his/her Social Security Number shall be deemed to be most senior. For the purpose of this section "service date" shall mean the date when the employee first provided services for the Employer after the last interruption of service, if the employee has been employed more than once with the Employer. A break in service of not more than one (1) calendar year or an authorized leave of absence shall not be an interruption of service but such period shall not be included in the determination of total amount of seniority.
- 5.3 <u>Seniority List.</u> The Employer shall prepare and maintain a seniority list, a copy shall be furnished to the Union in the month of October and upon request one additional time during any calendar year. The list will be provided to the Union in electronic form and will contain the following information for all employees in the bargaining unit: employee's name; hire date; work location; and classification.
- 5.4 <u>Loss of Seniority</u>. Seniority shall be lost if the employee:
 - 5.41 Voluntarily quits or retires;
 - 5.42 Is voluntarily terminated and the termination is not reversed through the procedure set forth in this Agreement;
 - 5.43 If the employee has been on layoff status for a period of one (1) year
 - 5.44 Takes an unauthorized leave of absence, or fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing; or

proceedings. The conferences shall not exceed six (6) persons: three (3) representing the Employer and three (3) representing the Union. Any mutual agreement as to the disposition of the grievance shall be in writing. If the grievance is not satisfactorily resolved, the conference shall be adjourned and reconvened with a state mediator if requested by both the Employer and the Union. If the claim is not settled by agreement, the Employer shall file a reply within ten (10) days after the completion of the formal conference or of mediation, whichever shall occur last.

- 6.24 <u>Arbitration</u>. If the grievance is not satisfactorily resolved at the formal conference/mediation level, the grievance may be submitted by the Union to arbitration if such request is made within thirty (30) days from the receipt of the formal conference reply. The arbitrator shall be selected and the hearing conducted in accordance with the following guidelines, namely;
- A. The arbitrator shall be selected by mutual agreement. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected from a panel of arbitrators submitted by the Federal Mediation and Conciliation Service and the hearing conducted in accordance with the rules of The American Arbitration Association, provided that the proposed arbitrator shall reside or have his place of business in the State of Michigan.
- B. The rules of evidence as applied in a non-jury civil case in Circuit Court shall be followed as far as predictable, but the arbitrator may admit and give probative effect to evidence of a type commonly relied upon by a reasonably prudent person in the conduct of his affairs. Irrelevant, immaterial or unduly repetitious evidence may be excluded.
- C. The arbitrator shall not have the authority to vary the terms of the Agreement or to determine that any provision is unconstitutional or contrary to any federal or state law or regulation, it being expressly agreed that any such determination shall be made by a court of law.
- D. The arbitrator shall render his written decision within thirty (30) calendar days from the conclusion of the hearing unless extended by mutual agreement of the parties, which decision shall separately set forth his specific findings of fact, decision, and award.
- E. Either party shall have the right within twenty (20) calendar days from the receipt of the decision of the arbitrator to apply to a court of competent jurisdiction for a rehearing of the grievance both as to the facts and the law, provided, however, that if application is not made within such time, the decision of the arbitrator shall be final and binding upon the parties.

6.3 General Procedures:

- 6.31 Definitions. As used in Article, the word:
- A. "Grievant" means the party or employee filing the grievance. If a Grievant is an employee, the employee shall have the right to personally attend each conference or

- 6.36 <u>Costs.</u> Any fees for the services of an arbitrator, including expenses, shall be shared equally by the parties; however, each party shall be responsible for its own costs.
- 6.37 <u>Contract Termination.</u> The provisions of this Article shall be asthmatically extended beyond the contract expiration date to the extent required to complete the processing of the grievance filed prior to such expiration date.

ARTICLE 7

LAYOFF AND RECALL

- 7.1 <u>Determination</u>. If the Employer determines that the number of employees is in excess of its current requirements, it shall have the right to reduce the number of employees.
- 7.2 <u>Layoff Procedure.</u> The least senior employee, beginning with probationary employees, shall be the first laid off so long as there are qualified employees remaining to meet the requirements of the Employer, provided, however, that an affected employee is given at least five (5) days' notice of layoff except in the case of an emergency. Compensation and fringe benefits shall be suspended during any layoff period.
- 7.3 Recall Procedure. Employees shall be recalled in the reverse order in which they were laid off, provided, however, that the Employer shall not be required to recall an employee in such order if the Employer determines that such employee is not qualified. If any employee shall fail to report for work at the time specified at the time of recall, unless an extension is granted in writing by the Employer or the notice to report to work was given to the employee less than forty-eight (48) hours in advance, the employee shall be considered a voluntary quit and shall thereby asthmatically terminate his/her employment relationship with the Employer. The obligation of the Employer to recall a laid-off employee shall terminate twelve (12) months following layoff.
- 7.4 <u>Change of Address.</u> It shall be the responsibility of each employee to notify the Employer of any change of address or telephone number. The Employee's address and telephone number as they appear on the Employer's records shall be conclusive.
- 7.5 <u>Laid-Off Employees.</u> A laid-off employee will be afforded the opportunity to accept employment as a substitute employee before the opportunity is offered to a non-bargaining unit member, provided that a laid-off employee who accepts such employment shall be paid at his/her hourly rate in effect as of the effective date of lay off. Also, no new employee shall be hired as a regular employee while a qualified employee is on lay-off status.

back the other $(3 \frac{1}{2})$ days.

- 8.12 <u>Used Days.</u> Paid leave shall be allocated in hourly increments and charged against work days only, and shall cease to accumulate and shall not be used by an employee during such period as the employee is on a leave of absence or is not otherwise regularly providing services to the Employer (i.e., at times when school is not in session).
- 8.13 <u>Notice Procedure.</u> It is the employee's responsibility to notify the Employee as soon as practicable if the employee is unable to work by reason of illness or other disability as set forth above. In the case of subsections A and B, such notice shall be given at least sixty (60) minutes prior to the beginning of the employee's scheduled workday. Notice of intent to use sick leave for other authorized purposes shall be given as soon as practicable but not less than three (3) days prior to the requested date(s) except in the case of emergency. Except for good cause shown, an employee may be denied sick leave benefits if timely notice is not given.
- 8.14 <u>Verification</u>. The Employer shall have the right to require medical verification from the employee which shall consist of a written statement from the employee's attending physician, psychiatrist, or psychologist, when the Employer has reasonable cause to believe that the employee has an unacceptable pattern of absenteeism or excessive absenteeism. Employees who are absence more than 3 consecutive days are required to provide a doctor's note to the Employer.

The Employer retains the right to have an employee claiming disability examined by a physician, psychiatrist, or psychologist that shall be chosen by the Employer. Such examination shall be at the Employer's expense.

- 8.15 Unused sick leave will be paid at the end of each school year.
- 8.2 <u>Personal Business Leave.</u> Each driver who has completed the probationary period will be credited with two (2) days of personal business leave at the beginning of each school year. An employee earns paid personal business leave based on the number of hours of regularly assigned driving time each day, including the thirty-minute check-out time allowance but excluding extra trips and other irregular driving assignments. Personal business leave is non-cumulative. Personal business leave shall be administered in accordance with the following guidelines, namely;
 - 8.21 <u>Use.</u> Personal business leave shall be used only for obligations which cannot be reasonably scheduled at a time that does not conflict with performance of the employee's duties. It shall not be used for other employment of other similar purposes. Personal days may not be taken on the day preceding or following a student non-attendance day, holiday period, and the first and last days of the school year. This leave is to be used to transact non-social, non-recreational personal business. It shall not be used for other employment or other similar purposes. Personal days may be used for civic service or charitable work if the bus driver does not receive any compensation for their service.

employee shall return to his/her duties whenever his/her attendance in court is not actually required.

8.7 Family and Medical Leave Act of 1993 ("Act")

- A. Nothing in the Act shall be construed to diminish the obligation of the Employer to comply with the terms of this Collective Bargaining Agreement if such Agreement provides greater family or medical leave rights to employees than the rights established under the Act.
- B. The rights established for employees under the Act shall not be diminished by this Collective Bargaining Agreement.

Paid leave granted pursuant to this Agreement shall normally be designated as FMLA leave except as FMLA regulations require otherwise or the Employer may otherwise designate.

8.8 <u>Union Leave.</u> The Union shall be granted, upon request, up to forty (40) union hours per year for the purpose of permitting designated bargaining unit members to participate in union activities. The request shall be signed by the Union President and shall be submitted to the Superintendent at least five (5) days prior to the request leave date. The Union agrees to reimburse the Board for the cost. Such cost to be based on the current substitute employee rate and the retirement contribution for the employee.

ARTICLE 9

COMPENSATION AND BENEFITS

- 9.1 <u>Basic Compensation</u>. The basic compensation of each employee shall be as set forth on Schedule "A". Step increases will be awarded on the employee's anniversary date of employment.
- 9.2 Overtime Compensation. An employee shall be entitled to receive overtime compensation at the rate of one and one-half (11/2) times his/her regular rate of pay for hours worked in excess of forty (40) hours during a work week. Overtime work shall be as scheduled by the Employer and must be authorized by the Employer in advance. This provision shall not be construed to guarantee overtime.
- 9.3 <u>Deductions.</u> The Employer shall have the right to deduct from the pay of each employee such amounts as may be required by law, together with such additional sums as may be mutually agreed upon by the Employer and the employee.

- 5. The beginning and ending dates of the run, if temporary.
- A. <u>Prior to Opening of School Year.</u> Notice of vacancies which occur after the close of a school year shall be posted at least 48 hours prior to the pre-school meeting normally held in August. A driver may bid on vacancies in accordance with established bidding procedures.
- C. <u>Temporary Runs.</u> If the employer decides a run (that is not already established) needs to be posted as temporary, such posting shall not exceed a duration of sixty (60) working days. After such time, the run will be posted as a vacancy.
- 10.13 <u>Bidding Procedures.</u> All regular drivers who are eligible to bid on the posted run(s) may give notice to the Transportation Director by completing the "bid sheet" prior to the expiration of the posting period.
- 10.14 <u>Selection Process.</u> A vacancy, including a temporary or newly-created run, shall be filled within a reasonable time from and after the expiration of the posting by the most eligible employee who has bid for the run(s). In order to be deemed eligible, an employee must have received satisfactory evaluations and must possess the necessary qualifications to perform the duties of the vacant position, as determined by the Employer.

In filling a vacancy, the following criteria shall be taken into account, namely;

- A. Seniority;
- B. Special requirement or qualification of the run posted (Special Education, Vo-tech, discipline, etc.);
- C. Supervisor's written evaluation of job performance (discipline, driving skills, competence, driving record, etc.); and
- D. Attendance record.

Transportation Director shall make the final decision on filling the position.

10.2 <u>Changes in Assignment.</u> If changes in assignment are caused by the elimination of one (1) or more regular runs or reduction of more than fifty percent (50%) in paid time of a run, the drivers affected will be permitted to bump in accordance with their respective seniority statuses in order to replace the paid time lost. In no event shall drivers be allowed to bump into more runs (or earn paid time) then they were assigned (or earned) prior to the elimination or reduction. Implementation of reassignments caused by the elimination or reduction of such run(s) shall be made at one time.

10.33 Emergency Extra Trips. When extra trips are assigned and trip sheets are made out and an additional trip is scheduled thereafter on an emergency basis, the Transportation Director will assign on rotation the trip to an available driver who has agreed to take emergency runs. The emergency rotation list (past week) will be posted on the board once a week on the following Monday and given to a Union Representative. It is understood that the provisions of 10.31 do not apply. "Emergency Basis" as used herein means a period of time less than twenty-four (24) hours prior to the scheduled departure time. Substitutes will be included in rotation on the emergency trip list only.

Should more than two (2) athletic trips occur on a given day, a certified commercial licensed coach may be asked to drive his/her team to their event. This will only be considered when there is a shortage of substitute drivers to cover regular operation. Should a driver sign up for one of these trips, and is affected by this shortage, that driver will have the right to go up on the cancellation board.

- 10.34 <u>Loss of Turn.</u> A driver who, when offered an extra trip, refuses such offer shall loss his/her turn.
- 10.35 <u>Cancellations by Driver.</u> A driver who signs up for an extra trip and thereafter refuses to take such trip, will not be eligible to sign up for extra trips on the next available trip board. If a driver signs up for an extra trip and then refuses to take a trip 3 times in the course of a school year, the driver's name will be removed from the extra trip rotation for the remainder of the school year. Any driver on approved leave (sick, personal, bereavement) will not be considered as a cancellation.

10.36 Cancellation of Extra Trips by School.

- A. <u>Notification</u>. If a driver is not notified at least one (1) hour in advance of the cancellation of an extra trip and reports for the assignment, such driver shall receive one (1) hour of show-up pay at the extra trip rate, provided, however, that if the driver not only reports for the assignment but picks up his/her assigned bus and goes to the scheduled pick-up site, and then learns that the trip has been cancelled, such driver shall be paid the amount of two(2) hours pay if during the week or three(3) hours pay on a weekend or break.
- B. <u>Rescheduling Trips.</u> If a scheduled trip is postponed and the rescheduled time is known at the time of postponement, the trip shall be first offered to the driver who signed up for the trip at its original posting. If the rescheduled time is not known, the trip will be treated as a cancellation.

If a scheduled trip is cancelled, the Transportation Director or his/her assistant will place the name of the affected driver on the "Cancelled Trip List" posted next to the extra trip sign-in sheet. Cancelled drivers are to be addressed first for extra trips on Tuesday (am) and then the normal rotation begins. Cancelled drivers may only

A. Employer: Superintendent of Schools

Plainwell Community Schools

600 School Drive

Plainwell, Michigan 49080-1595

B. Union:

Andy Johnson

Labor Relations Specialist

SEIU 517M

8376 South 10th Street Kalamazoo, MI 49009

C. Employee:

As set forth in the records of the Employer.

- 11.3 <u>Successor Agreement.</u> The negotiation of a new Agreement shall begin upon written request from either party made no earlier than sixty (60) days prior to the expiration of this Agreement. Negotiations for a successor Agreement shall be scheduled outside the regular work day.
- 11.4 Scope, Waiver and Alteration of Agreement. It is expressly agreed that neither the bargaining unit nor any provision of this Agreement shall be altered during the term of this Agreement except upon the voluntary prior written consent of both of the contracting parties provided that nothing herein shall prohibit the Employer from initiating programs, or entering other Agreements which are not contrary to the express terms of this Agreement and provided further that the waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of this Agreement.
- 11.5 <u>Interpretation.</u> Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provisions shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, wither party may request that the parties meet for the purpose of renegotiating any such invalidated provision.
 - 11.51 <u>Captions.</u> Captions are included only for convenience of reference and shall not

regulations; the availability of utilities; or for other circumstances beyond the control of the Employer.

- This Agreement shall supersede any existing rules, regulations, Prior Practices. 11.55 or practices of the Employer which shall be contrary to or inconsistent with its terms.
- "Emergency" as used herein means a sudden or unforeseen Emergency. 11.56 occurrence or condition that calls for immediate action.
- "Qualified" means a person who currently meets: 11.57 Qualified.
- All of the requirements for the operation of a motor vehicle used as a school bus as Α. required by state law and regulations promulgated pursuant thereto, including required participation in school bus drivers safety education program; and
- The criteria for insurability under the Employer's fleet policy. В.
- The Employer agrees to furnish a copy of this Duplication of Agreement. Agreement to each employee who is employed in the bargaining unit during the term of this Agreement.
- This Agreement shall commence as of July 1, 2016 Effective Date and Termination. and shall remain in full force and effect until midnight June 30, 2018.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as -t6, 2016.

EMPLOYER:

PLAINWELL COMMUNITY SCHOOLS COUNTIES OF ALLEGAN, BARRY AND KALAMAZOO, MICHIGAN

UNION:

SEIU LOCAL 517M, SERVICE **EMPLOYEE INTERNATIONAL UNION**

SCHEDULE "A"

COMPENSATION SCHEDULE

	<u>2016-2017</u>	2017-2018
1-2 years	15.28	15.50
3-7 years	16.46	16.71
8-14 years	17.17	17.43
15+ years	18.62	18.89
Extra trips	13.50	13.50

^{*}The Driving Time rate will apply to all Employer-scheduled meetings and In-Service training.

- 1. <u>Longevity.</u> Upon completion of eight years of service to Plainwell Community Schools, drivers will be eligible for a longevity adjustment in the amount of \$35.00 per year for each year of service to a maximum payment of \$600.00. Payment to be made the next pay check following the anniversary date. Longevity payments will be pro-rated for any driver who does not complete the entire school year.
- 2. <u>Probationary Employee.</u> Probationary employees shall receive \$.50 per hour less than the first year driving rate until satisfactory completion of the probationary period.
- 3. <u>Guaranteed Minimum Run Time</u>. Each regularly scheduled run shall have a minimum paid running time of one (1) hour, including kindergarten runs. Each New Year's beginning pay rate shall start with the previous year's ending rate. If there is a discrepancy of more than ten (10) minutes between the expected run time and the reported run time by the driver, the transportation director will verify the run time.

Drivers will be paid on an hourly basis beginning at line-up time. Their pay will be based on a running clock until they return to the bus garage at the conclusion of their scheduled run. Single run (includes Kindergarten) drivers will receive a minimum of one (1) hour and double run drivers will receive a minimum of two (2) hours.

4. <u>Safety Check Time.</u> Except as provided hereafter, each driver who drives both a morning and an afternoon run on a regular basis will be paid for 30 minutes (Kindergarten drivers will be paid for 15 minutes) at his/her schedule rate for completing a pre-trip inspection and cleaning his/her assigned bus, and for performing other assigned tasks including required record keeping and making disciplinary referrals and/or parental contacts.

- 5. <u>Meetings.</u> Bus Driver meetings may be held periodically at the discretion of the Transportation Director. Drivers shall be compensated at the Driving Time Rate prorated in one-quarter (1/4) hour increments. Drivers will be compensated from the time they depart from the transportation department until they return. In the event a driver chooses not to leave from the transportation department, he/she will be compensated for the same amount of hours as those departing from the transportation department.
- 5. <u>Insurance Option Availability</u>. Union employees who work a minimum of twenty (20) hours a week (based on regular work schedule not including overtime or extra trips) will be offered the following:

Employees may obtain health and/or dental benefits through the District, at the employee's expense, taken through payroll deduction.

Employees will be allowed to participate in Plainwell Community Schools 125 Cafeteria Plan commonly called the Basic Flex Plan.

- 8. Adverse weather. If school or the Tech Center is closed on scheduled instructional days because of adverse weather or other emergencies and no bus services are required, drivers will receive their regular rate of pay for such days, provided, however that if any such instructional days are required to be made up in order to meet the requirements of the State School Aid Act or amendments thereto, employees shall be required to drive their regular runs on such days but shall not receive extra compensation therefore.
- 9. <u>Physical Exam.</u> The Employer agrees to pay the full cost of a required physical exam if such exam is given or administered by a physician or medical facility designated by the Employer, provided, however, that if another doctor is used, the cost shall not exceed the cost of the school-approved doctor and will be reimbursed following approval by the Board of Education.
- 10. Extra Trip Drop Off and Pickup Procedure. Any extra trips that are less than 30 miles and/or more than 5 hours will be considered as a drop off and pick up. Such runs will be paid at a minimum of two (2) hours pay on a weekend or break and two (2) hours if during the week. If poor weather conditions exist, then drivers may stay with authorization from the Transportation Director or person in charge of trip. Drivers may be expected to run their regular route during the school week. A driver will not lose any pay, as trip pay rate does not start until regular route time is ended.

If a regular route driver has signed for a trip where the hours posted were more than 5 hours, and trip is changed to a drop off only, assigned driver will receive one (1) hour in addition to drop off time and driver will be eligible to go on the cancellation list. A sub/cover driver will drop off students.

11. <u>Video Cameras.</u> It is not the intended purpose to use video cameras exclusively to evaluate drivers, however, when tapes are being viewed for student conduct purposes, if

C. <u>Equipment Operation</u>. Each driver shall:

- 1. Operate the signal lights when stopping the bus to load or unload passengers. This should be observed regardless of whether or not pupils are to cross the highway when leaving the bus.
- 2. Use strobe lights in all inclement weather and darkness.
- 3. Always operate the bus in gear. Stop the motor, set the parking brake, and remove key from ignition before leaving the bus.
- 4. Place the gear shift in neutral and set the parking brake when the bus has been brought to a stop to load or unload pupils.
- 5. Follow all state and federal laws pertaining to proper railroad crossing requirements.
- 6. Always drive at a safe speed.
- 7. Turn off ignition while waiting at school for students.
- 8. Personal use of cell phones by employees is restricted to emergency use only when the bus is parked with the "key off".

2. <u>Records and Reports.</u> Each driver shall:

- A. Prepare reports and keep all required records, and assist the Transportation Director in mapping bus routes and planning schedules.
- B. Report immediately to the designated official(s) the misconduct of any pupils while on the bus or under her immediate supervision.
- C. Report complaints of parents or others to designated officials.
- D. Immediately report an accident to the Transportation Director, and, in addition, prepare an accident report after every accident involving a bus, a passenger, or driver.
- E. Each driver shall report cause of failure to maintain an established route schedule. Day to day changes brought on by decisions made on the route by the driver for safety reasons are the driver's responsibility and need not be reported. Those changes in routes that will be permanent or in place for more than one (1) day must be reported to the Transportation Director.

D. Schedules. Each drive shall:

- 1. Post the route schedule or schedules in the bus and office, and amend the posted schedule when changes occur as directed by the Transportation Director.
- 2. Observe the posted schedule except when to do so would involve unnecessary hazards.
- 3. Refrain from making any route changes without prior approval from the Transportation Director.

4. Rules Pertaining to Transporting Pupils. Each driver shall:

- A. Maintain order and discipline on the part of every pupil passenger.
- B. Exercise his/her delegated authority to seat pupils as to produce the least confusion and maximize safety.
- C. Permit a child to leave a bus only at a designated stop except upon written request of parents or direction of the Transportation Director.
- D. Supervise children leaving the bus until they have safely crossed the highway or arrived at their designated stop.
- E. Have children pass in front of the bus when leaving bus and crossing highway.
- F. Watch for and keep children from hitching on bus when skating, riding bicycles, etc.
- G. Observe that all children are in their seats before the bus moves.
- H. Check the bus after completing his/her run in order to determine that no child remains on the bus.

5. <u>Use of Equipment.</u> Each drive shall:

- A. Use an assigned bus, only, to transport children to and from school unless expressly authorized by the Superintendent of Schools,
- B. Refrain from transporting anything in a school bus which would make a school bus objectionable for school use.
- C. Not use a bus at any time for other than regular assigned duties without the express