

## **Drivers Employee Handbook 2020-2021**

### **SECTION 1 INTRODUCTION**

#### **A. Applicability**

This Employee Handbook will apply to all regular and substitute route bus drivers. It does not apply to the mechanic, transportation secretary, business manager, and curriculum director, other non-licensed employees, the superintendent, principals or any substitute employees.

#### **B. Effect of Employee Handbook**

This Employee Handbook is not intended to imply any contract of employment or any contractual rights. This Employee Handbook manual does not represent a contractual obligation on the part of the Central DeWitt Community School District or its duly authorized representatives. It is each employee's responsibility to become familiar with the policies and procedures of this organization.

This Employee Handbook will be maintained solely by the District. The Board of Directors of the Central DeWitt Community School District and/or the District's administration has the ability to interpret and imply provisions of the Employee Handbook.

#### **C. Effective Dates**

This Employee Handbook will be effective upon being approved or accepted by the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives. It will be in effect for the duration of the work year in which it was approved, unless it is modified using appropriate procedures, including providing notice to all employees covered by this Employee Handbook.

#### D. Savings Clause

Should any section or language of this Employee Handbook be declared illegal by a court of competent jurisdiction, then that section or language will be deleted from this Employee Handbook to the extent that it violates the law. The remaining sections and language will remain in full force and effect.

#### E. Definitions

1. The term "Board", as used in this handbook, will mean the Board of Directors of the Central DeWitt Community School District or its duly authorized representatives.
2. The term "District", as used in this handbook, will mean the Central DeWitt Community School District.
3. The term "employee", as used in this handbook, will mean all regular and substitute route bus drivers. It does not apply to the mechanic, transportation secretary, business manager, and curriculum director, other non-licensed employees, the superintendent, principals or any substitute employees.

### SECTION 2 GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

#### B. Definition

A grievance is defined as a claim by an employee that there has been a misinterpretation or misapplication of a provision of this handbook.

#### C. Procedure

Any grievance shall be processed in the following manner:

Level I - An employee shall first discuss the employee's grievance with the employee's immediate superior, either alone or in the company of another employee selected by the employee, with the objective of resolving the grievance informally.

Level II - If the employee is not satisfied with the disposition made at Level I, or if no disposition is made within five (5) school days after the discussion, the employee may file the grievance in writing with the employee's immediate superior. The immediate superior shall, within five (5) school days after receiving the written grievance, give the employee a written answer.

Level III - If the employee is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent within fifteen (15) days. The Superintendent shall within five (5) school days, after receipt of the grievance, meet with the employee and the employee's representative and such other persons as the Superintendent has designated to consider the grievance. Within four (4) school days after such meeting, the Superintendent or representative shall give the employee a written disposition of the grievance. The Superintendent's disposition of the grievance will be final.

The failure of an employee to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the employee to proceed to the next step. The time limits, however, may be extended by mutual agreement.

It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employee.

## SECTION 3 LEAVES OF ABSENCE

### A. Eligibility

An employee must be a regular route bus driver to be eligible for the leaves of absence set out in this section.

## B. Procedure

All temporary leaves must be applied for on such form as may be provided by the District, at least ten (10) days prior to the date of the absence whenever possible. The original request must be filed with the employee's supervisor or designee. Final approval on the supervisor's decision and on any appeal shall rest with the Superintendent, whose decision shall be rendered within five (5) days of the original request or by 2:00 p.m. on the day preceding the first leave day if the request had been made five (5) or less days in advance of the first day of the proposed absence.

If an employee expects to return from a temporary leave early, the employee must notify the supervisor or designee of the employee's intention by 2:00 p.m. on the day prior to the employee's return. If the employee does not give the required notification of intent to return early, and a substitute subsequently reports for duty the following morning, the substitute will be paid for an additional half day, and the pay shall be deducted from the employee's pay.

## C. Personal Illness

If an employee is unable to report for duty on the first day of work for a new school year and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed until the employee does report, whereupon it will become retroactive.

All regular employees shall have sick leave time after the employee has reported for duty. Fifteen (15) days sick leave will be allowed during the first and subsequent years of employment. The employee may use up to ten (10) sick days per year for illness in the immediate family. Immediate family is defined as spouse, dependent children, parents, and legal dependent family members. Any unused days of sick leave in any one year shall be credited for use in subsequent years with a maximum of one hundred forty (140) days so accumulated. The Board reserves the right to request an acceptable certificate of absence signed by the principal or a physician and countersigned by the supervisor. Employees hired after June 30, 2011 may use up to five (5) days of sick leave per year for illness in the immediate family with an accumulation up to ninety (90) days.

D. Personal Leave

All regularly employed personnel will be provided three (3) days of personal leave per fiscal year without loss of pay or benefits. Personal leave does not accumulate.

E. Death Leave

In the case of a death in the employee's immediate family (spouse, child, step-child, adopted child, mother-in-law, father-in-law, father, and mother), the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

In case of the death of any other relative or person of unusually close personal relationship, up to one (1) day of absence shall be allowed. The Superintendent or designee shall have the authority to extend the above provisions in any specific instance.

F. Jury Duty

Employees of the District may be excused for jury duty with the permission of the Superintendent or designee. No deduction from pay will be made during the term of jury service, provided, however, that all jury fees received by such employees shall be turned over to the District. An employee who receives a subpoena to testify in court for job related matters under the law for reporting traffic offenses will be provided, by the District, a District vehicle for transportation to court or pay mileage for the employee to testify.

G. Military Leave

Leaves of absence are granted for military purposes pursuant to state and/or federal law.

H. Public Office Leave

The Board recognizes the right of its employees to seek, serve, and hold public office. The Board also recognizes that District funds should not be used for non-educational activities. Employees wishing to seek, serve or hold public office (local, state or national) may request a leave of absence through the office of the Superintendent to the Board for approval. Absences for such leaves shall be deductible at the per diem rate of contract. Any such leaves granted by the Board shall not impact the pay and/or fringe benefits to which the employee is entitled. Requests should be submitted as far in advance of the anticipated leave as reasonable and at least thirty (30) days prior to the anticipated leave.

#### SECTION 4           INSURANCE

Any regular route driver desiring health insurance will be allowed to join the school group policy at the driver's own expense.

#### SECTION 5           HEALTH AND SAFETY

##### A.     Physical Exams

The District will pay for required physical examinations. The physical exam will be for only the requirements of the form provided and the employee agrees not to allow the physician to perform other services unless they are paid by the employee. The District agrees to accept the financial statement directly from the doctor for payment.

##### B.     Uniform Allowance

The Board agrees to reimburse regular route drivers up to \$75.00 for uniform allowance provided receipts are turned in to the CDCSD Admin Center. The decision to wear uniforms is voluntary, however, no uniform reimbursement will be made unless the driver wears the uniform on 100% of the driver's activity trips both in and out of the District. Drivers electing not to wear the uniform must dress in appropriate attire. The District shall determine what is appropriate attire.

##### C.     Training

Every employee shall complete the following training programs:

1. State Update Training every year.
2. CPR and First Aid Training provided by the District every two years.

Employees shall be compensated at their regular rate for trainings that cannot be accomplished during the employee's regular service hours.

D. Reimbursement

The District shall reimburse employees the cost of renewal for obtaining a commercial driver's license, provided the employee completes ninety (90) school days of successful service with the District.

SECTION 6 WAGES

A. Schedule - Regular Routes

Step 1 (All new drivers)	\$18.68
Step 2	\$18.95
Step 3	\$19.20
Step 4	\$19.45
Step 5	\$19.71

- B. Substitute drivers shall be paid \$18.68 per hour.
- C. All activity trips shall be paid \$15.33 per hour.
- D. Regular route drivers will be compensated at driver's regular rate of pay when driving an activity trip during the driver's regular route time.
- E. Once a driver has accepted a trip at a designated leaving time and that time is moved back, that driver will receive pay from the original time, provided the driver works during that time.
- F. A minimum of one hour's pay will be given for all runs or trips.
- G. Drivers shall be compensated at the hourly rate up to a half hour for reporting at least thirty (30) minutes before the route starts to start and warm up the engine and to check all items on the bus check list.

- H. Regular route drivers returning to the District or one with previous experience in another school district will be entitled to credit for up to two years on the wage schedule.
- I. Overtime shall be paid according to the provisions of the Fair Labor Standards Act.
- J. Special Assignments shall remove the driver assigned those trips from the regular trip rotation cycle for the duration of the assignment. Drivers who work on Special Assignments will not be eligible for the regular rotation of summer activity trips while working the assignment. Each year, these Special Assignments shall rotate to different drivers beginning with the most senior driver and moving to less senior drivers until all drivers have had a summer with these Special Assignments, and shall then start a new rotation. If a driver refuses the Special Assignment, the rotation goes to the next senior driver. The driver who refused the assignment will not come up for these assignments until the rotation comes to him/her again. The order of the rotation list shall be maintained through subsequent years.

Example: 1st year: 3 drivers are needed. Drivers 1 and 2 accept, driver 3 refuses and driver 4 accepts. Next year: 2 drivers are needed. Drivers 5 and 6 accept. The required assignments are offered as needed in subsequent years, continuing down the list rotating back to the top. Driver 3 is not offered an assignment until after drivers 1 and 2 have again been offered assignments.

- K. School Summer Program route assignments shall rotate to different drivers beginning with the most senior driver and moving to less senior drivers until all drivers have had a summer with these School Summer Program routes, and shall then start a new rotation.

If a driver refuses the route, the rotation goes to the next senior driver. The driver who refused the route will not be eligible for these routes until the rotation comes to him/her again. Drivers shall retain eligibility for the regular rotation of summer activity trips while working the School Summer Program route assignments. Drivers shall be compensated at their regular route pay rate for these School Summer Program Routes.

- L. In the event a substitute driver arrives for a scheduled assignment, and the assignment is canceled, the substitute driver shall be paid for one (1) hour at the substitute driver's current pay rate.

## SECTION 7 HOLIDAYS

Regular route drivers shall receive regular route pay at the driver's hourly rate as a paid holiday for Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, and Memorial Day provided the driver works the school days preceding and following the holiday. An approved leave day with pay according to the provision of this handbook shall count as a day worked.

## SECTION 8 SENIORITY

- A. Seniority is determined by the number of years of continuous, uninterrupted service to the District as a regular route driver.
- B. If there is a reduction in routes, the least senior drivers will be laid off first.
- C. Any driver laid off retains recall rights for a period of one (1) year in inverse order of layoff.
- D. All possible consideration will be given to senior drivers in case of major reorganization of routes.
- E. Effective date of the layoff is the driver's last day of work.

## SECTION 9 VACANCIES

- A. Drivers may apply for vacant route positions in writing within five (5) days upon posting for the vacancy by the District. The District will consider the following factors when filling the vacancy: the qualifications for the job, discipline of students, skill, ability, training, driving record, and seniority.
- B. The assignment to drive activity trips, athletic night routes, summer activity trips or substituting for the Statewide Voluntary Pre-School Program (SVPP) shall begin with the most senior driver and rotate in descending order of seniority among the drivers who volunteer and sign up for the assignments.

- C. The District retains the right to fill vacancies.

## SECTION 10 EVALUATION

- A. The District shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate employees.
- B. The employee's supervisor and/or designee shall continuously evaluate the services of employees and shall submit evaluations in writing to the Superintendent.
- C. Within three weeks after the beginning of the school year, the administration shall advise employees of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If an employee is employed to begin work after the start of the school year, the three (3) weeks above will commence on the first day of employment.
- D. The evaluator will hold a conference with the employee to provide suggestions for improvement.
- E. The evaluator shall provide a written copy of the evaluation to the employee. If the employee disagrees with the written evaluation, the employee may submit a written response within five (5) school days of receipt of the written evaluation. The written response shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and response. Formal evaluations shall not be subject to the grievance procedure except in the case of an unsatisfactory or a recommendation to terminate the employee's contract.

## EMPLOYEE ACKNOWLEDGEMENT FORM

This employee handbook describes important information about employment with the Central DeWitt Community School District. Since the information, policies, and benefits described herein are necessarily subject to change, I acknowledge that revisions may occur and that such changes will be communicated to me through official notices. Only the Board of Directors of the Central DeWitt Community School District has the ability to adopt any revisions to this handbook.

I acknowledge this handbook is neither a contract of employment nor a legal document. I have received the handbook and I understand it is my responsibility to read and comply with the provisions of this handbook and any revisions made to it.

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Employee Name (Printed)

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Employee Signature

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Date