
Plymouth-Canton



Community Schools

Agreement
Between the
Plymouth-Canton Board of Education
and the
International Union of
Operating Engineers,
Local 324, AFL-CIO
Transportation Agreement

2011

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AGREEMENT

between

THE PLYMOUTH CANTON COMMUNITY SCHOOLS, shall hereafter be referred to as the "PLYMOUTH CANTON BOARD OF EDUCATION"

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, Local 324-A, B, C, D, G, H, P, RA, S, AFL-CIO hereinafter referred to as the "Union."

SECTION A - ALL EMPLOYEES

ARTICLE I

BOARD AND UNION ITEMS

A. PURPOSE AND INTENT

The general purpose of this Agreement is to set forth certain terms and conditions of employment, and to promote safe, orderly, and peaceful labor relations for the mutual interest of the Employer, its employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Union's success in rendering safe, timely, and efficient services to the public. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

B. RECOGNITION

The Plymouth Canton Board of Education shall recognize the Union as the exclusive bargaining representative for all bus drivers, relief bus drivers, monitors, excluding secretarial, and supervisors as defined by the Act, for the purpose of establishing wages, hours and working conditions. This agreement may be extended by mutual agreement.

C. UNION RIGHTS

1. The Union shall have the right to use school buildings, property and facilities without charge to conduct Union business. Arrangements shall be made with the appropriate administrator at least one week in advance.
2. Inter-school mail delivery shall be granted to the Union.
3. The Union and representatives of the School District will meet on an informal basis to discuss problems of mutual concern.
4. Upon reasonable request, drivers' and monitors' names, addresses, telephone numbers, seniority dates, reports pertaining to transportation, agendas and minutes of School Board meeting will be furnished to a Union Representative.

5. When a change is to be made regarding policy or procedure, which involves the Transportation Department, the Union will be notified in advance of such policy or procedural change and will meet with administration to discuss the proposed change. Any changes in policy and/or procedure will be posted on the Transportation bulletin board for a minimum of five (5) working days prior to the effective date, except in an emergency situation.

D. NON-DISCRIMINATION

The provisions of this agreement apply to all employees covered by this agreement regardless of their religion, race, color, national origin, age, gender, height, weight, disability, marital status or union activity. The board and the union reaffirm by this agreement their commitment to non-discrimination.

E. NEGOTIATIONS

1. The Board and the Union will mutually agree to a planned meeting.
2. Meetings shall be closed to all except the negotiating team. At no time shall there be any other person present, unless agreed by both teams.
3. The parties shall negotiate at times and places agreeable to both parties consistent with good faith practices.
4. The Board and Union will give written notice of bargaining team members respectively.
5. Any change in this Agreement will be made only by mutual consent.
6. Proper areas of interest on the part of the Union shall include hours, wages and working conditions.
7. The Union Stewards will be paid their regular hourly wages for negotiations or grievances if such occur during member's scheduled runs, trips or work hours.

ARTICLE II

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the Plymouth-Canton Community School District and to direct its employees. The Union recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System including, but not limited to, the right:

1. To the exclusive management and administrative control of the school system and its properties and facilities and the activities of its employees during employee working hours.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment.

3. To determine the hours of work and the duties, responsibilities and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the laws and constitution of the State of Michigan and the laws and constitution of the United States.

ARTICLE III

LIABILITY

A. *EMPLOYER LIABILITY: BOARD SUPPORT OF EMPLOYEES IN PERFORMANCE OF DUTIES*

1. The Board recognizes its responsibility to continue to give reasonable support and assistance to all employees with respect to the maintenance of control and discipline on the bus and in the schools.
2. Any case of assault upon an employee directly relating to the employees' job shall be promptly reported to the Board or the designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
3. Time lost from his/her school work by an employee in connection with any assault injury, court procedure or action resulting from an assault directly relating to the employees' job shall not be charged against the employee's sick time unless the employee is adjudged guilty in a court of competent jurisdiction.
4. The preservation of safe, wholesome and pleasant surroundings is a paramount concern of both the Board and the Union. There shall be a continued alertness and actions taken by the Board to prevent hazardous conditions at all times.

B. *DRIVERS' LIABILITY*

1. Drivers are required to follow all rules, regulations and policies as established by State, County, Local units of government and the Plymouth-Canton Community School District.
2. Drivers must be able to drive over any road conditions. Drivers must be able to take control where it is necessary, bearing in mind the need for safe operations.

ARTICLE IV

UNION MEMBERSHIP

A. *UNION SECURITY*

It shall be a condition of employment that all employees of the Board covered by the Agreement:

1. Become members of the Union on or before the ninety-first (91st) calendar day following the effective day of this agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board, or
2. Execute an authorization for the deduction of a sum equivalent to the dues of the Union on or before the ninety-first (91st) day following the effective date of this Agreement, or on or before the ninety-first (91st) calendar day following the beginning of their employment with the Board.
3. The Union agrees that it will treat all employees in the same manner with respect to the provisions contained within paragraph A of this section.
4. In the event that the Union refuses to accept any employee of the Board as a member, said employee may continue employment for the school district.
5. Either party to this Agreement shall have the right to re-open negotiations pertaining to the provisions of this article if provisions of this article are deemed illegal under applicable laws by sending written notification to the other party thirty (30) days from the date of such legal determination.
6. The Union will protect and save harmless the employer from any and all claims, demands and other forms of liability of the bargaining unit member by reason of action taken or not taken by the employer for the purpose of complying with this section of the Agreement.
7. The employer agrees not to aid, promote, or finance any other labor group or organization which supports to engage in collective bargaining or to make any agreement with any such group or organization for the purpose of undermining the Union.
8. The Union agrees not to consort, join forces with, or make agreements with any other Union and/or Union for the purpose of coercing the Employer.

B. CHECK-OFF

1. The Board shall have no responsibility for the collection of initiation fees, membership dues and special assessments or any other deduction not in accordance with this provision.
2. A properly executed authorization form for check-off of dues or the equivalent thereof must be received by the Board from the employee for whom the Union membership dues or the equivalent thereof is being deducted before any payroll deductions are made. Deductions shall be made thereafter only after authorization for check-off forms have been properly executed and are in effect.
3. Check-off under all properly executed forms shall become effective at the time the application is tendered to the Board or its designated representative and shall be deducted thereafter throughout the term of this Agreement.
4. Such dues as deducted shall be forwarded to the Union forthwith.
5. An employee shall cease to be subject to check-off deductions beginning the month immediately following the month in which he/she is no longer a member of the bargaining unit.

6. Any dispute arising as to an employee's membership in the Union shall be reviewed by a designated representative of the Board and a representative of the Union and if not resolved, may be referred to the Grievance Procedure, however, the employee may be retained at work while the dispute is being resolved.

C. REPRESENTATION

1. It is mutually agreed that for the purpose of operating under this Agreement, employees are entitled to representation of up to two (2) stewards and the business representative.
2. The Union shall notify the Employer of those Stewards designated by the employee to act as the employee representatives.

ARTICLE V

STRIKES AND LOCKOUTS

Section 1 Adequate procedures have been provided by this Agreement and Public Act 379 (1965) for the settlement of any grievance (s), dispute (s), impasse (s), which may arise between any one or more of the employees in the bargaining unit covered by this Agreement or the Union, its members, representatives, officers, or stewards, and the Employer.

Section 2 Accordingly, it is agreed that neither the Union nor its members, officers, representatives, or stewards will cause, call, engage in, encourage or condone and the officers of the Union will take affirmative action to preclude or terminate any slow down or strike against, including but not limited to any concerted refusal to work for, any concerted absenteeism from work or from employment with the Employer.

Section 3 The Board agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law, the Board hereby waives any right that it may have to sue the Union for damage resulting from unauthorized work stoppages.

ARTICLE VI

GRIEVANCE PROCEDURE

Section 1 A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation, or misapplication of the specific terms of this Agreement.

- Section 2
- a. Working day shall be Monday through Friday excluding Holidays.
 - b. Time limits may be extended by mutual agreement.
 - c. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
 - d. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
 - e. When the Union processes a grievance to a higher step, a union representative shall notify in writing, by email or by telephone the administrator assigned to that step. The Union shall also provide information to the administrator on possible dates and times for a hearing.
 - f. No grievance shall be processed based on the occurrence of a condition prior to the execution of this Agreement.

Section 3 Informal Conference

The employee may within five (5) working days of the alleged occurrence discuss his/her problem with his/her immediate administrative supervisor.

Any employee not satisfied with a personal conference with his/her immediate administrative supervisor may take his/her problem to the Union for consultation. A Steward may visit that supervisor in a further effort to resolve the grievance. Such visit shall occur within five (5) working days after the event giving rise to the problem. That supervisor shall give his/her decision within three (3) working days.

Section 4 All grievances must follow the procedures listed:

Step 1 If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the Union within five (5) working days following the decision reached in Section 3 of this procedure. The written grievance may be presented to and discussed with the supervisor by no more than two (2) Stewards accompanied by the employee at the discretion of the Union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his/her decision in writing, together with the supporting reasons, to the Union.

Step 2 Within five (5) working days after delivery of the supervisor's decision the grievance may be appealed to the Director of Human Resources or his/her designated representative by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Director of Human Resources or his/her designee shall investigate the grievance and shall communicate his/her decision in writing together with the supporting reasons to the Union and to the supervisor. If a hearing is held as part of an investigation of the grievance, the response to the grievance shall be due no later than ten (10) working days after the hearing unless an extension has been agreed upon.

Step 3 Within five (5) working days after delivery of the Director of Human Resources' decision, the grievance may be appealed to the Superintendent or his designee by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions. Within ten (10) working days after delivery of the appeal, the Superintendent or his designee shall communicate his/her decision in writing together with the supporting reasons to the Union, the Director of Human Resources and the Supervisor. As part of his investigation, the Superintendent or his designee may give an opportunity to be heard to the aggrieved employee and also to the Union. If a hearing is held as part of an investigation of the grievance, the response to the grievance shall be due no later than ten (10) working days after the hearing unless an extension has been agreed upon.

Step 4 Arbitration - Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party (the Union, through the representatives, shall approve of, and process, all grievances to be pursued to binding arbitration) in strict accordance with the following:

Arbitration shall be invoked within ten (10) working days of the decision in Step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the Michigan Employment Relations Commissions for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules except where expressly provided otherwise in this Agreement.

1. The Arbitrator, the Union, or the Employer may call any employee as a witness in any arbitration hearing.
2. Each party shall be responsible for the expenses of the witnesses that they may call.
3. The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, nor to rule on contents of an evaluation, termination of a probationary employee, or to interpret State or Federal law.
4. The Arbitrator shall not have jurisdiction to, subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.
5. The decision of the Arbitrator shall be final, conclusive and binding upon the Employer, the employees and the Union.
6. The expenses of the Arbitrator shall be shared equally by the parties.

Step 5 If the District disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable before rendering a decision on the merits of the grievance. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

ARTICLE VII

DISCIPLINE AND DISCHARGE

A. JUST CAUSE FOR DISCIPLINE OR DISCHARGE

Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include, but not be limited to:

1. Refusal or failure to accept or perform work in accordance with the provisions of this Agreement.
2. Refusal or continued failure to perform work properly and efficiently.
3. Drinking, intoxication or use of illegal drugs on the job or while in service.
4. Excessive tardiness or absenteeism.
5. Insubordination.
6. Interference with the performance of assigned work of another employee of the employer.
7. Improper or immoral language or conduct while transporting passengers.

8. Theft.

Any cause for discipline or discharge known to the employer and on which action or notification has not been initiated by the employer within ten (10) days shall be void.

B. TARDINESS AND FAILURE TO PUNCH IN

Tardiness, late call/late show and failure to punch are combined into one disciplinary track.

Times tardy (including late call/late show) and no punch combined	Consequences
Three (3)	Counseling
Five (5)	Verbal reprimand
Seven (7)	Written reprimand
Nine (9)	Two-day suspension
Twelve (12)	Five-day suspension
Fourteen (14)	Ten-day suspension
Fifteen (15)	Termination of employment

1. Tardies include both combined daily lateness of six minutes or more and those formerly called late call/late show.
2. If an employee misses the entire run, it will be considered an absence.
3. Nine or more tardies will carry over into the next years' disciplinary track(s).
4. In a carryover year, if an employee has no infractions (i.e., tardiness, late call/late show or failure to punch) during the first semester, his/her record will return zero (0) at the beginning of second semester.
5. In a carryover year, if an employee accumulates four infractions or fewer, his/her record will return to zero (0) at the beginning of the following school year.
6. Counseling means that an administrative supervisor will meet with the employee. The supervisor will keep a record of the counseling session in an administrative file only—not the personnel file.

C. RETENTION OF DISCIPLINARY RECORDS

1. Any time beyond thirty (30) months after the issuance of discipline, an employee may request that the record of the discipline be removed from his/her personnel and/or administrative files. Records over 30 months old that remain in the personnel file may not be used against an employee except as provided by Item 3 below.
2. Upon receipt of such a request, the appropriate administrator will remove the disciplinary record from the files unless the discipline relates to a driving infraction.
3. Records of discipline relating to driving infractions will be kept in a separate file. Such records will be retained as required by law.

SECTION B - DRIVERS

ARTICLE I

TERMS OF EMPLOYMENT

A. SENIORITY

1. **Driver Master Seniority** shall be defined as total years of continuous service to the Plymouth-Canton Community School Transportation Department computed upon completion of all employment requirements. The satisfactory completion of the road test shall determine the Master Seniority Date. Seniority date for drivers road tested on the same day shall be determined by the first initial of the last name.
2. **Regular Education Route Seniority** begins when a driver is assigned a regular bus route and ends when he/she chooses to no longer have a bus route. If there is a cutback in routes, the driver retains his/her Regular Education Route Seniority.
3. **Special Education Route Seniority** begins when a driver is assigned a Special Education Route and ends when he/she no longer chooses to have it. If there is a cutback in Special Education routes, the driver still retains his/her Special Education Seniority.
4. **Noon Route Seniority** begins when a driver is assigned a noon route and ends when he/she no longer chooses to have it. If a driver is eliminated from a noon route because of cutbacks, the driver does not lose his/her noon route seniority, but goes to the top of the noon route sub list until a new or open noon route is available.
5. Seniority shall be broken for the following reasons:
 - a. If the employee quits.
 - b. If the employee is discharged.
 - c. If the employee is absent without properly notifying management, unless a satisfactory reason is given.
 - d. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.
 - e. If the employee is laid off for a continuous period equal to seniority he/she had acquired at the time of such layoff period.
 - f. If an employee gives a false reason for a leave of absence, and/or engages in other employment during such leave.
 - g. If the employee retires.
6. Seniority Lists
 - a. Each year the District shall provide the Union with updated seniority lists prior to the beginning of each traditional school year and will provide the drivers with these lists. The District shall update the list and provide it to the Union during the year.
 - b. Management shall notify the Union within three (3) days of the following:
 1. New driver road test dates.
 2. Hire dates for new monitors and drivers personnel.
 3. Employees termination dates.
 4. Date a driver was assigned their first route (bus, special education and/or noon route).

7. Transportation personnel who resign or are discharged with cause or fail to return after a leave of absence shall lose all seniority and all accumulated sick leave within the system at that time.
8. Any driver who becomes a dispatcher will retain a right of return to his/her route during the ninety-work-day probationary period as a dispatcher. Such a driver will retain all seniority rights under this contract.

B. PROBATIONARY PERIOD

The probationary period for regular education drivers and special education transportation drivers will be ninety (90) working days. Days worked as a relief driver will be credited to the probationary period.

C. LAYOFF

1. In the event of a personnel layoff, drivers with the least master seniority shall be laid off first.
2. Drivers to be laid off will be notified at least two weeks before the effective date of their layoff. Shorter notice may be used in the event of layoff due to the elimination of one or more special education routes.
3. Written notification will be mailed to the driver's address on file in the Human Resources Office. Employees are responsible for keeping their addresses current.
4. In the case of the layoff of significant numbers of drivers, the board will notify the union that layoffs will be taking place. Notification will take place at least 30 calendar days before the effective date of the layoff unless extenuating circumstances prevent it.
5. Drivers shall be called back to work on the basis of seniority with the highest master seniority driver first.

ARTICLE II

BENEFITS

Full fringe benefits will be granted after ninety (90) working days of the probationary period to Regular Education and Special Education Drivers (excluding relief drivers) who work four (4) or more hours each day and their eligible dependents.

The accumulated work days as a relief driver will be counted for the purpose of qualifying for benefits only upon the acceptance of a route.

EX: An employee who has worked as a relief driver for forty (40) working days then has accepted a regular route; the forty (40) work days will be counted toward their benefits.

A. HEALTH INSURANCE

Plymouth-Canton Community Schools will provide up to full family health insurance coverage for regular education drivers and special education drivers who originally became relief drivers before July 1, 2010 through the Blue Cross/Blue Shield Community Blue PPO, subject to the limitations below. New hires who earn a CDL and attain relief driver status on or after July 1, 2010 will be

entitled to single subscriber health insurance after they are assigned a route of six (6) hours or more in length.

1. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the prescription co-pay is \$10 Generic/\$40 Brand name. Mail order requires two co-pays for three months' supply of a prescription drug.
2. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the annual in-network deductible is \$100 per person/\$200 per family. The annual out-of-network deductible is \$100 per person/\$200 per family.
3. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the office visit and urgent care co-pays are \$20.
4. Contraceptives are covered by the Prescription Drug Plan.
5. The lifetime maximum is \$5,000,000 in the Blue Cross/Blue Shield PPO Plan.
6. Bariatric surgery including any surgical treatment and/or follow-up treatment for morbid obesity will be paid for only when obtained from in-network providers and in-network facilities.
7. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, each employee covered by this agreement will contribute through payroll deduction \$40 per month for single coverage or \$60 per month for two-person or full-family coverage.
8. A Flexible Spending Account for regular education drivers' and special education drivers' contributions will be established to include medically related expenses and dependent care expenses in accordance with the IRS regulations. Maximum employee contribution shall not exceed \$3,000 for medically-related expenses. The limit for dependent care expenses will be \$5,000.

The Board reserves the right to select the third party administrator(s) and to bid the prescription drug rider. Open enrollment will be determined by the District.

B. DENTAL

The Board will pay the premium for substantially equivalent to 80/80/80 coverage with suffixing. The annual maximum is \$1,500 and the lifetime maximum for orthodontics is \$1,000.

C. LIFE INSURANCE

A \$25,000 life insurance premium will be provided by the employer for all Union personnel working regularly for four (4) or more hours per day as a regular employee.

D. INCOME PROTECTION INSURANCE

The Employer agrees to provide 100% of the premium of long-term disability benefits to all regular employees who have completed their probationary period. The LTD plan shall provide 50% for salary to a maximum \$1,200 a month. There shall be a ninety (90) calendar day waiting period.

E. VISION INSURANCE

The district will provide the Plan III vision coverage for all regular education drivers and special education drivers in this bargaining unit.

F. RETIREMENT ALLOWANCE

In appreciation for services to the School District, a retirement payment of one hundred dollars (\$100.00) per year of continuous service, up to thirty (30) years, shall be paid upon retirement, provided the employee shall have been employed in the School District for at least ten (10) years and is eligible and has made application for Michigan Public School Employees Retirement System benefits. Payment will be made upon evidence that application has been made, with reasonable assurance that the retiring employee qualifies.

G. WORKERS' COMPENSATION

As required by law, all Union personnel of the Plymouth-Canton Community Schools District are covered by Workers' Compensation Insurance and are insured when performing duties in the course of normal employment for the Plymouth Canton Community Schools District. Insurance carriers are to be selected by the Board.

H. HOLIDAYS (PAID)

Labor Day	December 31
Thanksgiving Day	New Year's Day
Friday After Thanksgiving	Memorial Day
December 24	Good Friday
Christmas Day	Independence Day
December 30	(Year round & ESY drivers)

Effective with the 2010/11 school year, Labor Day and Memorial Day will be unpaid holidays.

Each regular education driver and special education driver will receive two (2) personal holidays which may be taken, upon approval of the Director of Transportation, or his/her designee, when school is not in session.

In order to qualify for a holiday, a regular education driver and special education driver (unless ill or on an approved vacation) must work the day preceding a holiday and the day after if these are normal working days.

Drivers who work "summer only" assignments that are not part of a year-round or an ESY route will not receive holiday pay for Independence Day. Drivers who work the summer portion of a year-round route will receive holiday pay for Independence Day, subject to regular at-work requirements for receiving holiday pay.

Drivers will not be paid for the other days off at Christmas and/or Easter vacation unless specifically requested to drive by the Director of Transportation or his designee.

I. SICK LEAVE

Sick leave and the accumulation of sick leave days are to be taken when the regular education driver and special education driver is ill. Accumulation of sick leave days are made available to the employee to protect him/her in the event of a serious illness.

1. Each regular education and special education driver shall receive one (1) sick day per month of service accumulative to one hundred forty (140) days after the driver is assigned a regular route.
2. Each regular education and special education driver beginning with the July following employment, will have up to twelve days credited to their sick bank for use after they have reported for work that year.

3. Any regular education and special education driver who leaves employment prior to actually earning such credited sick days shall be liable for any such overpayment.
4. Sick day banks and official records of such will be kept at the Transportation Office, under the direction of the Director of Transportation.
5. These days may be used for funeral of immediate family. Up to three (3) days may be used for the death of a member of the immediate family (husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, and current spouse's grandparents.) These bereavement days are deducted from the regular education driver's and special education driver's sick leave days.
6. Upon the maintenance of thirty (30) days sick bank and after 10 consecutive years of employment with the district in this bargaining unit, a regular education driver and special education driver may sell back up to ten (10) unused days per year at the rate of \$15.00 per day. Request of such payment would be effective July 1st of each year, and would be in writing to the Director of Transportation, or his/her designee, by the first week of June.
7. Consideration will be given for the use of accumulated sick days in cases of family illness, when recommended by the Director of Transportation, or his/her designee.
8. Regular education drivers and special education drivers are required to sign absence forms upon their return to work verifying the reason for the absence.

J. PERSONAL BUSINESS

1. Regular education drivers and special education drivers may be granted up to three (3) personal business days per year, one of which may be an undeclared personal business day, which will be deducted from the regular education driver's and special education driver's sick leave bank.
 - a. Satisfactory arrangements are to be made at least two (2) days in advance and approval from the Director of Transportation, or his/her designee, to be obtained, unless an emergency exists in which case the two (2) day period is waived. In such case the Director of Transportation, or his/her designee must still be notified.
 - b. Regular education drivers and special education drivers being granted permission to take a Personal Business day shall be required to complete the proper absence form, and have approval from the Director of Transportation, or his/her designee.
2. Personal Business days may be granted to individuals based on the following guidelines for requesting personal business.
 - a. A religious holiday not identified in the Master Contract.
 - b. An appointment at a Federal, State or Local government office after normal channels have been exhausted.
 - c. An involvement in a court of law.
 - d. An involvement in a wedding of a member of the immediate family.
 - e. A desire to attend a funeral when it is not covered under the sick leave policy if days are available in bank.
 - f. Such other situations that the administration deems to be proper. Such personal business days may be granted only with the prior approval of the Director. Proof may be required.

3. Personal business days cannot be used for time immediately before or after an established holiday for additional vacation.

K. VACATION LEAVE DAYS

After 2 years	-	7 days
After 8 years	-	12 days
After 12 years	-	17 days

1. Vacations are earned (worked) in one traditional school year to be utilized the following traditional school year effective July 1.
2. Regular education drivers and special education drivers are eligible for vacation.
3. Qualifying regular education drivers and special education drivers may elect to be paid their respective vacation days in lieu of time off.
4. Vacations cannot be accrued from year to year.
5. Scheduling of vacation days is subject to the approval of the Director of Transportation and/or his/her designee.
6. Regular education and special education drivers that drive the traditional school year will utilize vacation leave days when school is not in session whenever possible.
7. Drivers will be paid for unused vacation upon the termination of employment.

L. REIMBURSEMENT FOR COMMERCIAL DRIVER'S LICENSE (CDL)

Transportation employees will be reimbursed for the CDL and school-bus related endorsement fees, effective with the second and all future years of employment. The first CDL must be purchased by the employee. The driver shall receive his/her hourly wage for all required tests and road test.

M. TB TEST

Administration will make arrangements for the TB tests at the Transportation Office.

N. COMPULSORY SAFETY EDUCATION CLASSES

1. Drivers will be paid the contractual wage rate for the time spent at compulsory safety education classes, workshops, or exams required by the State Department of Education or the School District.
2. Tuition and other costs paid by drivers for attending safety education classes will be paid by the State Department of Education or the School District.
3. Meal allowance will be approved for compulsory safety education classes as determined by Board Policy 3440.

O. JURY DUTY - SUBPOENA AS WITNESS

Recognizing it is the obligation of every citizen to serve as a juror when called up to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay.

However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while serving as a juror.

P. LEAVE OF ABSENCE

1. A leave of absence without pay or loss of seniority may be granted regular education drivers and special education drivers after one (1) year of employment. Leaves may be granted for reasonable periods not to exceed one (1) year of duration for reasons of maternity or illness. The employee must submit all requests for such leaves, in writing, to the Human Resources Department. All such requests must include medical verification, substantiating such requests, as requested by the Human Resources Department. Other reasons for leaves may be approved by the Human Resources Department with the recommendation of the Director of Transportation including special wedding anniversaries, non-medical family emergencies, family vacations which cannot be rescheduled and graduations and weddings of immediate family. Requests for leaves for other reasons must be submitted to the Director of Transportation at least five (5) work days prior to the date of the activity. Requests will be reviewed on a first received basis.
2. Up to one (1) year paid health insurance for medical leave only.
3. A regular education driver and special education driver returning from sick leave, upon presentation of physical fitness approval by the Board doctor, will be restored to their original classification, route, trip boards and noon route substitute list. If an employee returning from sick leave is physically unable to return to his/her former duties, the Administration may place the employee in another position with the School District.

ARTICLE III

WAGES

A. TIME CLOCK

1. The time clock will be punched on departure for route and again on completion of same route.
2. Regular education drivers and special education drivers must be responsible for their own and only their own time cards.

B. REGULAR DAILY WAGE

1. Regular daily wage is that time determined when the regular education driver and special education driver select/are assigned a route.

If additional run(s) are added to a route on a permanent basis, the additional time is added to the regular daily wage. If additional run(s) are added on a temporary basis, the additional time is only added to the regular daily wage during the length of the temporary route.

Drivers with regular route assignments will be paid the regular daily wage on all attendance days. Attendance days are those days when students are in school and the driver drives that day.

2. Whenever a regular education driver drives only a noon run, the regular education driver will be paid for only the noon run.

C. OVERTIME

1. Drivers of the transportation department shall be paid time and one-half the employee's hourly rate of any work performed over forty (40) hours a week and any work performed on a Saturday.
2. Drivers of the transportation department shall be paid two (2) times the regular education and special education drivers hourly rate for any work performed on any holiday designated by this agreement and work performed on a Sunday.

D. CALL IN TIME

If and when it becomes necessary to call in a driver to substitute, or in case of emergency, or for trips, the driver will be paid a minimum of two (2) hours pay, providing the driver is available for the full two hours.

E. MINIMUM HOUR WAGE

A driver will be paid a minimum of two (2) hours whenever the driver is scheduled to drive, provided however, that the driver shall be available for the full minimum two-hour period. Whenever a driver is not available for the two hours he/she will be paid for only the actual time of service.

F. PRE-TRIP, FUEL, CLEANUP

Recognizing that a clean, well-kept vehicle with all equipment operating properly is essential to safe transportation of students, there shall be fifteen (15) minutes prior to a regular route for the driver to complete the following types of duties:

1. Check operation of the vehicle and equipment
2. Clean the vehicle, such as windows, lights, and sweeping, etc.
3. Fuel the vehicle
4. Remove snow and ice

This fifteen (15) minutes time period will be added to each regular route provided the driver utilizes the time for the above purposes. The Director of Transportation, or his/her designee, may, upon request, allow extension of time to complete any of the above assignments.

A fueling time of fifteen (15) minutes per day will be part of the basic call-in time unless the route time exceeds two (2) hours, then the fueling time may be added to the actual route time. The Director of Transportation, or his/her designee, may determine when the fueling time is to be taken.

G. MEETINGS/INSERVICE

Employees will be paid for attendance at required meetings. Driver's/Monitor's pay will be an extension of route time or additional pay, whichever is least. Attempts will be made to schedule meetings prior to or after a run. Whenever possible, required in-service meetings will be scheduled for a minimum of two (2) hours. Depending on the needs of the Transportation Department, advance notice will be given.

H. INCLEMENT WEATHER

1. Regular Transportation employees will be paid the regular daily wage for days when Plymouth-Canton Schools are closed due to inclement weather, provided the driver is scheduled to work that day.
2. On days regular buses run main roads only, special education drivers will drive at the discretion of the Director. On such days, the driver will receive their regular pay provided they are available for work.
3. School cancellation that must be rescheduled will result in no loss of pay nor increase of pay as a result of an Act of God day. Any employee who reports to work on an Act of God day that has to be rescheduled will receive a minimum of two (2) hours pay.

I. ROUTE SHEET AND STATE COUNT

A driver shall receive one extra hour of pay for making out his/her initial route sheets, also two (2) hours pay for the State Count, provided they are submitted to the Director of Transportation within two (2) days from the assigned day. Drivers are responsible for keeping their routes up-to-date and keeping the Director informed of any changes. Noon run drivers shall receive an additional two (2) hours pay for making out their route and count.

ARTICLE IV

ROUTES

A. SELECTION OF ROUTES

One week prior to the start of each school year, routes will be completed and have their total hours listed. After all routes are completed, each driver will be called in by order of seniority to select a route in a designated location as agreed to by the Director of Transportation and the Union. If a driver will not be available at this time, he/she will designate, in writing, someone to select his/her route.

B. ADDITIONS TO ROUTES

1. If an additional run or shuttle means filling in time already being paid, it will be assigned by the Director of Transportation, or his/her designee, accordingly.
2. If there are any additional shuttles that have to be added to a route that mean additional time, they will be posted for three (3) consecutive working days. After all routes are selected and given to the highest seniority driver, whose time does not go over eight (8) hours per day, is near the area, and is available within fifteen (15) minutes of the time needed, will be assigned the shuttle.

3. If there are any additional runs that have to be added to a route that mean additional time, they will be given to the highest seniority driver whose time does not go over eight (8) hours per day and is near the area.

C. NEW AND OPEN ROUTES

1. New and open routes shall be posted for three (3) consecutive working days and go into effect the fourth working day.
2. The regular education and special education driver with the greatest amount of seniority on the regular education and special education driver seniority list (which ever is applicable) who signs the postings shall receive the route.
3. Drivers who desire the route of a driver who has signed the posting must sign their name and the bus number of the route they desire. If more than one driver signs for a route the driver with the greatest amount of seniority shall receive the route.

D. REMOVAL FROM ROUTE

When a student, stop, run or part of a run is removed from a route and there is a choice of what is to be removed, the driver shall have the choice of what is retained.

E. TEMPORARY ROUTES

Temporary routes/runs may be established for the purpose of transporting students. Temporary routes/runs will be assigned according to the provisions of the contract. The driver's regular daily wage will include the temporary route/runs only during the operation of the temporary route. If a relief driver is assigned a temporary route and the route/run is discontinued, he/she will return to relief driver status. Temporary routes/runs will be reviewed by the Director of Transportation, or his/her designee, and Union representatives each semester and continue when factors warrant. Director of Transportation, or his/her designee, will make the final determination to continue or discontinue the route/run.

F. BUMPING

No bumping will be allowed on any routes.

G. NOON RUNS

1. To qualify for a noon run a driver must drive a regularly assigned morning and night route.
2. At the beginning of each school year all noon run drivers will be called in by noon route seniority to select a noon route.
3. In the event of a cutback in noon routes or less noon routes than the previous school year, the driver with the least noon route seniority will be eliminated from a noon route, but will retain their noon route seniority and go to the top of the noon route sub list.
4. The noon route lists will be posted beginning the first day routes are selected, until the first day of the traditional school year. Anyone desiring a noon route shall sign the list and then substitute on noon routes. Open or new noon routes will be governed by Article IV, Section C, titled, "New and Open Routes" then will be assigned by noon route seniority. If a driver refuses a permanent route when it is

their turn, they will be placed on the relief driver list by Regular Education or Special Education seniority (whichever is applicable).

5. In the event of more noon routes than the previous school year, the noon route drivers will be assigned by regular education or Special Education seniority (whichever is applicable) from the drivers who signed the noon route lists.

H. ROUTES/WORKERS' COMPENSATION

The Board is entitled to post the position of a driver who is on Workers' Compensation. Upon return, the regular driver, depending on master seniority, will have the right to be reassigned the route of the driver with the lowest seniority dependent upon classification.

A regular education driver or special education driver who is on Workers' Compensation leave for an equivalent period of 12 months will be entitled to bid consistent with the contractual procedures. After that period, the route of the regular education driver or special education driver may be posted. The regular education driver or special education driver on Workers' Compensation will not be entitled to participate in the bidding process after the 12 month period unless the disability has ceased.

ARTICLE V

PROCEDURES

A. ABSENCES

1. Employees must call a Transportation Department representative or supervisor to report absences from duty or face possible three (3) days suspension. Voice mail messages are not acceptable. A personal contact must be made with dispatch.
2. Employees have the responsibility to call a Transportation Department representative no less than one-half (1/2) hour before the start of his/her scheduled run.

B. RELIEF DRIVERS

1. Relief bus drivers are to be assigned to routes by the dispatcher. They are to be utilized to cover routes when drivers are absent, serve as monitors if a regular monitor is absent or when needed, and/or perform any other driver's duties assigned. Attempts will be made to maintain assignments with as few changes as possible. Assignments will be made as far in advance as possible.
2. If a relief driver is not available for work the proper Absence Form is to be completed and turned in to Dispatch in a timely manner.
3. When management has knowledge of open routes for extended periods of time, attempts will be made to assign the relief driver at the top of the list without an assignment.
4. Attempts will be made to assign relief drivers, not assigned to routes for extended periods, to routes on a fair and equitable basis.
5. Relief drivers are paid the hours worked or a two hour callout, whichever is greater.

6. Time worked (years) as a relief driver will be credited towards vacation eligibility upon assignment as a regular driver.
7. Relief drivers who are scheduled to work on days when Plymouth-Canton Community Schools are closed due to inclement weather, will be paid a two (2) hour call-in for their assigned time. If relief drivers are scheduled to work both A.M. and P.M., they will be paid for two (2), two (2) hour calls.
8. Days worked as a relief driver will be credited to the probationary period.
9. Relief drivers are not eligible for trips.

C. EMERGENCY INFORMATION CARD

A card with updated emergency information will be given to all department employees.

D. COMMUNICATION FROM THE GARAGE AND CLEANING MATERIALS

1. Drivers shall receive communications from the garage as to what repairs have been done to their assigned vehicles.
2. All materials necessary to clean and disinfect the inside of the vehicles shall be furnished by the employer.

E. TELEPHONE

Employees shall be afforded use of a designated telephone.

ARTICLE VI

**SPECIAL EDUCATION TRANSPORTATION
(SPECIAL EDUCATION DRIVERS)**

Drivers who transport special education students or special transportation students shall be classified as Special Education Transportation Drivers. (Special education students who ride regular buses with other students will not constitute the driver as being classified a Special Education Transportation Driver).

A. CLASSIFICATION

Special Education Drivers shall be classified separately from regular education drivers. All drivers should be trained and knowledgeable in the use of Special Education equipment/procedures before using them on Special Education vehicles.

B. ATTENDANCE DAYS

1. Attendance days for Special Education Drivers (provided the driver drives that day) shall be those days when special education students are in school, in district or out of the district.
2. Special Education drivers who have out district schools exclusively may be allowed to go without pay if the schools that they service are not in session. Special education drivers that have any portion of their run, shuttle, or temporary assignment, in district are prohibited from exercising this provision. The use of this unpaid day will not effect the driver's eligibility for the attendance stipend.

C. ROUTE SELECTION

1. One (1) week prior to the start of the school year, routes will be completed and have their total hours listed for Special Education Drivers to select. Additional assignments or new routes will be held until the completion of route selection, and posted for seniority selection. Add-ons will be assigned by seniority provided the driver is in the geographical area and has time to do them.
2. A designated Steward shall have the opportunity to review the special education routes.
3. The special education drivers will be called in separately, in order of seniority, to select their routes in a designated location as agreed to by the Director of Transportation and the Union.
4. If a special education driver is not available to select his/her route, it is the responsibility of that special education driver to designate, in writing, to the Director of Transportation, or his/her designee, another Transportation employee to select his/her route.
5. If a special education driver has to write any routes, contact parents, or establish times, he/she will be paid in accordance with the provisions established in the current contract. If additional time is necessary, it must be approved by the Director of Transportation, or his/her designee.

D. SETTING UP ROUTES

Special Education Drivers may be required to set up their own routes with the co-operation and approval of the Director of Transportation.

E. ROUTE ADD-ONS

As determined by the Director of Transportation or his designee, special education students who are added during the school year shall, if feasible, be given to the senior driver.

F. EMERGENCY INFORMATION

Special Education Drivers will, where possible, be furnished with emergency health and medical information of students.

G. OPERATING A BUS

Any Special Education Driver will be trained and tested to operate a bus.

H. DRIVER TRANSFERS

Drivers being transferred to special education from the regular education drivers will go to the bottom of the special education seniority list in regard to work, but will retain their original seniority on the master list. The same will apply to Special Education drivers transferring to regular education routes.

I. SENIORITY

Special education route seniority begins when a driver is assigned a Special Education route and ends when he/she no longer chooses to have it. If there is a cutback in Special Education routes, the driver still retains his/her Special Education seniority.

ARTICLE VII

TRIP PROCEDURES

A. POSTING TRIP SHEETS

There shall be five (5) separate sign-up sheets posted beginning the first day routes are selected until the first day of the traditional school year.

B. TRIP BOARDS

1. There shall be five (5) sections of trip lists posted. (Also refer to Memorandum of Agreement)
 - a. Day Trips (any trip leaving before 2:00 P.M.)
 - b. Night Trips (any trip leaving after 2:00 P.M.)
 - c. Emergency (any trip given out with less than twenty-four (24) hours notice). Emergency trips will not be rotated, but will be equalized.
 - d. Weekend and Holidays (Saturday, Sunday and all contractual Holidays).
 - e. Holiday breaks, when school is not in session (i.e., Christmas & New Years break, Mid-winter break, and Spring break.)
2. At the beginning of the traditional school year, all drivers who sign the posted trip list will be placed in order of Master Seniority on each board and shall start at zero hours. For the purpose of this clause, time not worked because the employee did not choose to work, or was not available (for any reason) will be charged the number of hours paid on the trip.
3. Drivers, when completing one year driving service in the Plymouth-Canton School District and are no longer a relief driver, who desire to sign up for trips after the beginning of the school year, shall begin at a point on the chart at the highest hours. When the trip list has been exhausted, management can call any qualified driver.
4. The first time through the board, the trips will be rotated by Master Seniority. After all trip drivers have accumulated hours from one trip, all trips are then assigned to the driver with the lowest trip hours. In the event more than one driver has the same amount of hours, the trip would be assigned by Master Seniority.
5. Drivers who are assigned a day trip cannot be assigned a night trip on the same day or in reverse. They will not be charged for the trip they did not take.
6. Up-to-date charts will show trip hours to the quarter hour, indicate refused trips, and will be posted in a prominent place in the drivers' area. Said charts will be updated on a weekly basis. The hours recorded on the charts shall be in terms of hours paid (excluding the route time) rather than the actual hours worked.

C. NOTICE FOR TRIPS

There shall be a minimum notice of three (3) days for all field trips when possible.

D. CANCELLED TRIPS

1. A two-hour callout will be paid when a trip is cancelled with less than 24 hours notice. If the trip is cancelled before the 24 hour limit, the driver will be assigned the next available trip on that board.

2. When more than one bus is scheduled for a trip and one or more units are cancelled, the last driver assigned will be cancelled.

E. ROUTES

A driver must check with the dispatcher concerning routes taken on trips. Written routes for field trips will be developed and maintained co-operatively and placed on file for the drivers.

F. LEAD DRIVER

The lead driver on trips of more than one bus will be selected by the drivers based on their willingness to lead, and knowledge of the trip route. Administration reserves the right to make the final determination.

G. SUMMER TRIPS

Summer trips shall be rotated by Master Seniority for regular drivers who sign the list for summer trips. The list will be posted before the end of the school year for a minimum of seven (7) work days.

H. RELIEF DRIVERS

Relief drivers are not eligible for trips.

I. TAKE AND RETURN TRIPS

Take and Return Trip is a trip in which the same driver on the same day will be given the take and return portions of the trip. There is an interruption of pay for the trip between the time the driver returns from the take part of the trip until the driver leaves to do the return part of the trip.

Two three (3) hour callouts will be given for all take and return trips on the weekends, holidays, and any day that traditional school is not in session.

ARTICLE VIII

SUMMER WORK

A. YEAR ROUND SPECIAL EDUCATION

Special Education drivers whose route is considered year round and/or summer school shall be the one to drive that route in the summer. If the regular Special Education Driver does not drive the route in the summer, that route will be assigned by Special Education seniority to a Special Education driver who signs up for summer work.

B. SUMMER BUS ROUTES

Any bus routes that are available during the summer will be assigned by Regular Education Driver Seniority to regular education drivers who sign for summer work.

C. SUBSTITUTING ON SUMMER WORK

Substituting on all summer routes will be assigned to drivers in order of Master Seniority. Drivers will be assigned on Friday of the preceding week for extended periods of time. These drivers will be taken from the summer work list.

D. SUMMER PAY

Thirty cents (\$.30) per hour will be added to the base rate of each driver (regular, relief, and special education drivers and special education monitors) who work the summer months, as defined by the traditional school calendar. (Trips are not eligible for premium pay.)

SECTION C - MONITORS

ARTICLE I

SPECIAL EDUCATION TRANSPORTATION MONITORS

A. ROUTE SELECTION

The beginning of each school year special education routes shall be marked indicating whether or not a monitor is to be assigned to the route. Monitors shall select a route by their Master Seniority.

B. OPEN ROUTES

1. Open routes shall be posted for three (3) consecutive working days.
2. Monitors who desire the route of another monitor who has signed the posting must sign their name and bus number they desire. If more than one special education monitor signs for a route, the monitor with the greatest amount of Monitor Seniority shall receive the route.
3. The assignment will start on the fourth day.

C. NOON RUN

Noon runs that require special education monitors shall be given out by Monitor Seniority from those monitors who sign the posted noon run list.

D. ATTENDANCE DAYS

1. Attendance days for special education monitors (provided the monitor works that day) shall be those days when special education students are in school, in-district or out of the district.
2. Monitors who have out district schools exclusively may be allowed to go without pay if the schools that they service are not in session. Monitors that have any portion of their run, shuttle, or temporary assignment, in district are prohibited from exercising this provision. The use of this unpaid day will not effect the monitor's eligibility for the attendance stipend.

E. SUMMER WORK FOR MONITORS

1. Special education monitors who are on routes which are considered as year round and/or summer school shall have the first opportunity to work during the summer.
2. Routes not selected in accordance with the above will be selected by seniority from those special education monitors who have signed for summer employment that require a monitor.
3. When no monitors are available, substituting will be assigned by Master Seniority who sign up for summer work.

ARTICLE II

BENEFITS

A. *PROBATIONARY PERIOD*

A probationary period of sixty (60) work days will be served by all new monitors. No fringe benefits will be received until after the satisfactory completion of the probationary period.

B. *LAYOFF*

1. In the event of a monitors layoff, monitors with the least monitor seniority shall be laid off first.
2. Monitors to be laid off will be notified at least two weeks before the effective date of their layoff. Shorter notice may be used in the event of layoff due to the elimination of one or more special education routes.
3. Written notification will be mailed to the monitor's address on file in the Human Resources Office. Monitors are responsible for keeping their addresses current.
4. In the case of the layoff of significant numbers of monitors, the board will notify the union that layoffs will be taking place. Notification will take place at least 30 calendar days before the effective date of the layoff unless extenuating circumstances prevent it.
5. Monitors shall be called back to work on the basis of seniority with the highest monitor seniority monitor first.

C. *SENIORITY*

Special Education Monitors Master Seniority shall be defined as total years of continuous service to the Plymouth-Canton Community School Transportation Department as of the date of hire. Master Seniority dates for Special Education Monitors hired on the same day shall be determined by the first initial of the last name.

D. *SICK LEAVE AND PERSONAL BUSINESS DAYS*

After probationary period each monitor shall receive one (1) sick day per month of service accumulative to one-hundred and twenty-five (125) days.

1. Monitors may be granted up to three (3) personal business days per year, one of which may be an undeclared personal business day, which will be deducted from the employee's sick leave bank. Up to three (3) days may be used for the death of a member of the immediate family (husband, wife, children, parents, brother, sister, grandparents, mother-in-law, father-in-law, grandchildren, brother-in-law, sister-in-law, and current spouse's grandparents.) These bereavement days are deducted from the employee's sick leave days.
 - a. Satisfactory arrangements are to be made at least two (2) days in advance and approval from the Director of Transportation, or his/her designee, to be obtained, unless an emergency exists in which case the two (2) day period is waived. In such case the Director of Transportation, or his/her designee, must still be notified.
 - b. Monitors being granted permission to take a Personal Business day shall be required to sign the proper form which is to be attached to the payroll sheet for that particular pay period.

E. HOLIDAYS

Labor Day	December 31
Thanksgiving Day	New Year's Day
Friday After Thanksgiving	Memorial Day
December 24	Good Friday
Christmas Day	Independence Day
December 30	(Year round & E.S.Y.)

Effective with the 2010/11 school year, Labor Day and Memorial Day will be unpaid holidays.

Each regular monitor will receive two (2) personal holidays which may be taken, upon approval of the Director of Transportation, or his/her designee, when school is not in session.

Monitors who work "summer only" assignments that are not part of a year-round or an ESY route will not receive holiday pay for Independence Day. Monitors who work the summer portion of a year-round route will receive holiday pay for Independence Day, subject to regular at-work requirements for receiving holiday pay.

F. HEALTH INSURANCE

Plymouth-Canton Community Schools will provide up to full family health insurance coverage for monitors hired before July 1, 2010 upon successful completion of their probationary period through the Blue Cross/Blue Shield Community Blue PPO, subject to the limitations below. New monitors who are hired on or after July 1, 2010 and successfully complete their probationary period will be entitled to single subscriber health insurance when their daily hours reach six (6) hours or more.

1. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the prescription co-pay is \$10 Generic/\$40 Brand name. Mail order requires two co-pays for a three months' supply of a prescription drug.
2. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the annual in-network deductible is \$100 per person/\$200 per family. The annual out-of-network deductible is \$100 per person/\$200 per family.
3. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the office visit and urgent care co-pays are \$20.
4. Contraceptives are covered by the Prescription Drug Plan.
5. The lifetime maximum is \$5,000,000 in the Blue Cross/Blue Shield PPO Plan.
6. Bariatric surgery, including any surgical treatment and/or follow-up treatment for morbid obesity, will be paid for only when obtained from in-network providers and in-network facilities.
7. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, each employee covered by this agreement will contribute through payroll deduction \$40 per month for single coverage or \$60 per month for two-person or full-family coverage.
8. A Flexible Spending Account for monitor contributions will be established to include medically related expenses and dependent care expenses in accordance with the

IRS regulations. Maximum employee contribution shall not exceed \$3,000 for medically-related expenses. The limit for dependent care expenses will be \$5,000.

The Board reserves the right to select the third party administrator(s) and to bid the prescription drug rider. Open enrollment will be determined by the District.

G. DENTAL INSURANCE

The Board will pay the premium for substantially equivalent to 80/80/80 coverage with sufficing for all monitors working 20 or more hours per week. The annual maximum is \$1,500 and the lifetime maximum for orthodontics is \$1,000.

H. LIFE INSURANCE

Plymouth-Canton Community Schools will provide the premium of a term life insurance policy of \$10,000 for monitors who work 4 or more hours a day and \$5,000 for less than 4 hours a day.

I. VISION INSURANCE

The district will provide the Plan III vision coverage for all monitors in this bargaining unit.

J. INCOME PROTECTION INSURANCE

The Employer agrees to provide 100% of the premium of long-term disability benefits to all regular employees who have completed their probationary period. The LTD plan shall provide 50% for salary to a maximum \$1,200 a month. There shall be a ninety (90) calendar day waiting period.

K. RETIREMENT ALLOWANCE

In appreciation for services to the School District, a retirement payment of one hundred dollars (\$100.00) per year of continuous service, up to thirty (30) years, shall be paid upon retirement, provided the employee shall have been employed in the School District for at least ten (10) years and is eligible and has made application for Michigan Public School Employees Retirement System benefits. Payment will be made upon evidence that application has been made, with reasonable assurance that the retiring employee qualifies. \$100 each year for any monitor working 20 or more hours per week.

L. BREAKS

Monitors working at least three (3) hours a day may take a break not to exceed fifteen (15) minutes. Monitors working at least five (5) hours a day may take a fifteen (15) minute break in the first half and the second half of the day. Time of breaks shall be determined cooperatively by the monitors and her/his immediate supervisor.

M. VACATION LEAVE DAYS

After 2 years	-	7 days
After 8 years	-	10 days
After 12 years	-	12 days

1. Vacation days are earned in one (1) traditional school year to be utilized in the following traditional school year effective July 1.
2. Qualifying monitors may elect to be paid their respective vacation days in lieu of time off.
3. Vacations cannot be accrued from year to year.

4. Scheduling of vacation days is subject to the approval of the Director of Transportation, or his/her designee.
5. Vacation days will be utilized when school is not in session.
6. Monitors will be paid for unused vacation upon termination of employment.

N. LEAVE OF ABSENCE

1. A leave of absence without pay or loss of seniority may be granted monitors after one (1) year of employment. Leaves may be granted for reasonable periods not to exceed one (1) year of duration for reasons of maternity or illness. The employee must submit all requests for such leaves, in writing, to the Human Resources Department. All such requests must include medical verification, substantiating such requests, as requested by the Human Resources Department. Other reasons for leaves may be approved by the Human Resources Department with the recommendation of the Director of Transportation including special wedding anniversaries, non-medical family emergencies, family vacations which cannot be rescheduled and graduations and weddings of immediate family. Requests for leaves for other reasons must be submitted to the Director of Transportation at least five (5) work days prior to the date of the activity. Requests will be reviewed on a first received basis.
2. Up to one (1) year paid health insurance for medical leave only.
3. A monitor returning from sick leave, upon presentation of physical fitness approval by the Board doctor, will be restored to their original classification, route and noon route substitute list. If an employee returning from sick leave is physically unable to return to his/her former duties, the Human Resources Department may place the employee in another position with the School District.

O. SAFETY EDUCATION CLASSES AND WORKSHOPS

1. Special education transportation monitors will be paid the contractual wage for the time spent at compulsory safety education classes, workshops, and exams required by the State Department of Education or Plymouth-Canton Schools.
2. Tuition and other costs paid by special education monitors for attending safety education classes or workshops will be paid by the district.
3. Meal allowance will be approved for compulsory safety education classes as determined by Board Policy 3440.

P. WORKERS' COMPENSATION

As required by law, all monitors of the Plymouth-Canton Community School District are covered by Workers' Compensation Insurance and are insured when performing duties in the course of normal employment for the Plymouth Canton Community School District. Insurance carriers are to be selected by the Board.

Q. TB TEST

Administration will make arrangements for the TB tests at the Transportation Office.

R. JURY DUTY - SUBPOENA AS WITNESS

Recognizing it is the obligation of every citizen to serve as a juror when called up to do so, an employee called for jury service or subpoenaed as a witness will be granted leave with full pay. However, the money earned as a juror, except the money received for mileage, shall be deducted from the pay which would normally be earned while serving as a juror.

S. REGULAR DAILY WAGE

1. Regular daily wage is that time determined when the monitor selects or is assigned a route.

If additional run(s) are added to a route on a permanent basis, the additional time is added to the regular daily wage. If additional run(s) are added on a temporary basis, the additional time is only added to the regular daily wage during the length of the temporary route.

Monitors with regular route assignments will be paid the regular daily wage on all attendance days. Attendance days are those days when students are in school and the monitor rides that day.

T. OVERTIME

1. Monitors of the transportation department shall be paid time and one-half the employee's hourly rate of any work performed over forty (40) hours a week and any work performed on a Saturday.
2. Monitors of the transportation department shall be paid two (2) times the employee's hourly rate for any work performed on any holiday designated by this agreement and work performed on a Sunday.

U. CALL IN TIME

If and when it becomes necessary to call in a monitor to substitute, or in case of emergency, or for trips, the monitor will be paid a minimum of two (2) hours pay, providing the monitor is available for the full two hours.

V. MINIMUM HOUR WAGE

A monitor will be paid a minimum of two (2) hours whenever the monitor is scheduled to work, provided however, that the monitor shall be available for the full minimum two-hour period. Whenever a monitor is not available for the two hours he/she will be paid for only the actual time of service.

W. MEETINGS/INSERVICE

Monitors will be paid for attendance at required meetings. Monitor's pay will be an extension of route time or additional pay, whichever is least. Attempts will be made to schedule meetings prior to or after a run. Whenever possible, required in-service meetings will be scheduled for a minimum of two (2) hours. Depending on the needs of the Transportation Department, advance notice will be given.

X *INCLEMENT WEATHER*

1. Regular Transportation employees will be paid the regular daily wage for days when Plymouth-Canton Schools are closed due to inclement weather, provided the driver is scheduled to work that day.
2. On days regular buses run main roads only, special education monitors will work at the discretion of the Director. On such days, the monitors will receive their regular pay provided they are available for work.
3. School cancellation that must be rescheduled will result in no loss of pay nor increase of pay as a result of an Act of God day. Any employee who reports to work on an Act of God day that has to be rescheduled will receive a minimum of two (2) hours pay.

Y. *OTHER*

All other provisions of this Agreement that are applicable shall apply.

SECTION D - WAGES AND LONGEVITY

WAGE SCALES AND LONGEVITY

A. ATTENDANCE STIPENDS

For the 2007/08 school year, the Board will pay a one-time off-schedule stipend to transportation employees who meet the following attendance requirements:

Days absent	Stipend
0-3 days absent	\$750
4-6 days absent	\$350
7 days absent	\$150

For the 2008/09 and 2009/10 school years, the Board will pay a one-time off-schedule stipend to transportation employees who meet the following attendance requirements:

Days absent	Stipend
0-3 days absent	\$750

“Days absent” refers to student days during the traditional school year.

One personal business day will not count as a day absent.

The stipend will be paid after the conclusion of the school year to all eligible employees on payroll in June.

Officially-approved FMLA days will be excluded from “days absent,” if required by law.

This program ends June 30, 2010.

B. WAGE SCALE

The following will apply to Drivers and Monitors

1. For the 2007/08 school year the district will increase each step for all positions by ten cents (\$0.10).
2. For the 2008/09 school year the district will increase each step for all positions by 1%.
3. For the 2009/10 school year, the parties agree to open all wage and health insurance (health, dental, vision) items.
4. Effective with the ratification of the 2009/10 contract re-opener on March 30, 2010, for the 2009/10 school year, the parties agree that the district will decrease each step for all positions by 8% effective upon the ratification of this contract. The parties further agree to create a second tier wage scale for the 2009/10 school year at an additional 2% below the 2008/09 wage scale (a total of 10% below the 2008/09 wage scale) for new employees hired after the ratification of this contract. These changes are not retroactive.
5. For the 2010/11 school year the wage scale will not change.

6. New hires who become relief drivers on or after July 1, 2010 will be placed on Step 1 of the wage scale when they receive their CDL. They will remain on Step 1 until they obtain their own route and are no longer relief drivers. Relief drivers will move to Step 2 when they are assigned their own route. Drivers who are assigned a route after January 1 will not move up a step on the next July 1. They will remain on step 2 until the second July 1 after they are assigned their route.

Example: Relief driver X who is on Step 1 is assigned a route on March 30, 2010 and moves to Step 2. On July 1, 2010 when steps are given, driver X remains on Step 2. On July 1, 2011, driver X moves to Step 3 then to Step 4 on July 1, 2012 and Step 5 on July 1, 2013.

C. DRIVER AND MONITOR EMPLOYEES' LONGEVITY

Starting with the 2006/07 school year, employees who have completed a minimum of four (4) years of continuous service by October 1 of any school year shall be paid in accordance with the following schedule:

4 - 8 years	\$200	14 - 18 years	\$400
9 - 13 years	\$300	19 or more years	\$600

Longevity will be paid in the first pay in December.

D. FURLOUGH DAYS

Effective with the 2010/11 school year all employees covered by this contract will have two unpaid furlough days (days off without pay, most likely snow days).

E. WAGE SCALES FOR EMPLOYEES HIRED BEFORE MARCH 31, 2010

Placement on this wage scale includes relief drivers working for the district at the time of ratification.

DRIVERS WAGE SCALE			
Steps (eff 7/1/01)	2008/09 (+1%)	2009/10 (-8%)	2010/11 (0%)
1	13.17	12.12	12.12
2	14.05	12.93	12.93
3	14.92	13.73	13.73
4	16.05	14.77	14.77
5	17.18	15.81	15.81
Special Trips	15.58	14.33	14.33

MONITORS WAGE SCALE			
Steps	2008/09 (+1%)	2009/10 (-8%)	2010/11 (0%)
1	9.68	8.91	8.91
2	10.05	9.25	9.25
3	10.72	9.86	9.86
4	11.58	10.65	10.65
5	12.10	11.13	11.13

After successfully completing a district-provided training, each special education monitor will receive a stipend of 25 cents per hour. This stipend is received in the last pay in June of each year.

F. WAGE SCALES FOR EMPLOYEES HIRED ON OR AFTER MARCH 31, 2010:

NEW DRIVERS WAGE SCALE			
Steps (eff 7/1/01)	2008/09 (+1%)	2009/10 (-10%)	2010/11 (0%)
1	13.17	11.85	11.85
2	14.05	12.65	12.65
3	14.92	13.43	13.43
4	16.05	14.45	14.45
5	17.18	15.46	15.46
Special Trips	15.58	14.02	14.02

NEW MONITORS			
Steps	2008/09 (+1%)	2009/10 (-10%)	2010/11 (0%)
1	9.68	8.71	8.71
2	10.05	9.05	9.05
3	10.72	9.65	9.65
4	11.58	10.42	10.42
5	12.10	10.89	10.89

After successfully completing a district-provided training, each special education monitor will receive a stipend of 25 cents per hour. This stipend is received in the last pay in June of each year.

NEW EMPLOYEES INCLUDE ANY TRAINEE WHO BECOMES A DRIVER AFTER RATIFICATION AND ANY NEW EMPLOYEE (EXCEPT SUBSTITUTES) IN ANY OTHER CLASSIFICATION.

This agreement and each of its provisions shall be effective as of July 1, 2007 or as indicated within the contract and shall continue in full force and effect until June 30, 2011 as amended. The parties agree that negotiations for 2011/12 will start no later than February 1, 2011.

In witness hereof, the parties hereunto set their hands and seals this ____ day of _____ 2011.

INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL 324, AFL-CIO

PLYMOUTH-CANTON
COMMUNITY SCHOOLS

John Hamilton
General Vice-President & Business Manager

Steven Sneedman
President, Board of Education

Steve Minella
President

Nancy Eggenberger
Secretary, Board of Education

Dan Ringo
Recording-Corresponding Secretary

Ken Jacobs
Deputy Superintendent

Ray Bihun
Executive Director of Human Resources

Barbara Berry
Director of Human Resources

Dean Mileto
Director of Transportation

Kurt Miles
Supervisor of Transportation

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