

6/30/90

PLYMOUTH-CANTON

TRANSPORTATION EMPLOYEES

ASSOCIATION

THREE YEAR AGREEMENT

1987 - 1990

*Plymouth-Canton Community Schools*

LABOR AND INDUSTRIAL  
RELATIONS COLLEGE  
MICHIGAN STATE UNIVERSITY

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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 TRANSPORTATION EMPLOYEES' ASSOCIATION, shall hereafter be referred to as the "ASSOCIATION"

A R T I C L E I

BOARD AND ASSOCIATION ITEMS

A. PURPOSE AND INTENT

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

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 Association's success in rendering timely and efficient services to the public. To these ends the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## B. RECOGNITION

1. The Plymouth Canton Board of Education shall recognize the Association as the exclusive bargaining representative for all Transportation Department personnel, excluding secretarial, dispatcher and administrative, for the purpose of establishing wages, hours and working conditions. This Agreement may be extended by mutual agreement.
2. The Association shall have the right to use school buildings, property and facilities without charge to conduct Association business. Arrangements shall be made with the appropriate administrator at least one week in advance.
3. Inter-school mail delivery shall be granted to the Association.
4. The Board agrees to continue its policy of not discriminating against any employee on the basis of membership or participation in the Association.
5. The Association and representatives of the School District will meet on an informal basis to discuss problems of mutual concern.
6. Upon reasonable request, drivers' names, addresses, telephone numbers, seniority dates, reports pertaining to transportation, agendas and minutes of School Board meetings will be furnished to an Association Committee member.
7. When a change is to be made regarding policy or procedure which involves the Transportation Department, the Association Committee 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.

## C. NON-DISCRIMINATION

The provisions of this Agreement apply to all employees covered by this agreement regardless of their religion, race, color, national origin, age, sex, height, weight or marital status.

## D. NEGOTIATIONS

1. The Board and the Association will mutually agree to a planned meeting. The total number on each team shall not exceed five members.

2. These 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 Association 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 Association shall include hours, wages and working conditions.
7. The Association Committee members will be paid their regular hourly wages for negotiations or grievances if such occur during member's scheduled runs, trips or work hours.

## A R T I C L E    I I

### 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 Association 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.

### A R T I C L E   I I I

#### LIABILITY

##### A. EMPLOYEE LIABILITY

###### BOARD SUPPORT OF DRIVERS 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.
2. Any case of assault upon an employee 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 student assault injury, court procedure or action resulting from an assault 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 Association. 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 with ease. Drivers must be able to take control where it is necessary.

## A R T I C L E   I V

### ASSOCIATION MEMBERSHIP

#### A. ASSOCIATION DUES

1. Transportation employees covered by this Agreement must, as a condition of continued employment, either join the Association and pay Association dues, or pay to the Association a representation-service fee, the amount of which shall be determined by the Association as an employee's pro-rate share of the Association's cost of negotiating and administering the collective bargaining agreement and which sum shall be certified to the Board on an annual basis. Such dues and fees shall be deducted from the paychecks of Transportation employees according to a schedule agreed to by the parties. In no event shall the fees be greater than the dues. (Payable after ninety (90) working days).
2. The Association 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.
3. 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 Association.
4. The Association agrees not to consort, join forces with, or make agreements with any other Association and/or Union for the purpose of coercing the Employer.

#### B. 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) representatives of the Association.
2. The Association shall notify the Employer of those association representatives designated by the employee to act as the employee representatives.

## A R T I C L E 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 Association, its members, representatives, officers, or committees, and the Employer.

Section 2 Accordingly, it is agreed that neither the Association nor its members, officers, representatives, or committees will cause, call, engage in, encourage or condone and the officers of the Association 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 Association for damage resulting from unauthorized work stoppages.

## A R T I C L E VI

### GRIEVANCE PROCEDURE

Section 1 A grievance is a written complaint by an employee in the bargaining unit submitted as a grievance concerning:

- a. An alleged violation of this Agreement.
- b. Any alleged violation of Board of Education policies related to working conditions not specifically covered by 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. 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 shall 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 Association Committee for consultation. A committee representative 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 Association Representative 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) Association Representatives accompanied by the employee at the discretion of the Association. 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 Association.

Step 2 Within five (5) working days after delivery of the supervisor's decision the grievance may be appealed to the Assistant Superintendent for Employee Relations or his/her designated representative by the Association. 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 Assistant Superintendent for Employee Relations or his/her designee shall investigate the grievance and shall communicate his/her decision in writing together with the supporting reasons to the Association and to the supervisor.

Step 3 Within five (5) working days after delivery of the Assistant Superintendent for Employee Relations' decision, the grievance may be appealed to the Superintendent by the Association. 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 shall communicate his/her decision in writing together with the supporting reasons to the Association, the Assistant Superintendent for Employee Relations and the supervisor. As part of his

investigation, the Superintendent may give an opportunity to be heard to the aggrieved employee and also to the association.

Step 4 Within five (5) working days after delivery of the Superintendent's decision the grievance may be appealed to the Board of Education by the Association. 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 fifteen (15) working days after delivery of the appeal, the Board shall give the Association opportunity to be heard. The Board shall render its decision in writing together with the supporting reasons within twenty (20) working days after delivery of the appeal.

Step 5 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 Association Committee, 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 4 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 American Arbitration Association 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 Association, 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, or any matter not involving an alleged violation of a rule or policy of the Board.
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 Association.
6. The expenses of the Arbitrator shall be shared equally by the parties.

Step 6 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.

## A R T I C L E VII

### 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. **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.
3. **Bus 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 Bus Route Seniority.
4. **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.
5. **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.

6. 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 the 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.

7. Seniority Lists

- a. The Association Committee or its designee shall be responsible for maintaining seniority lists.
  - b. Each year, the committee shall provide management with updated seniority lists prior to route selection and will provide the drivers with these lists. The committee shall update the list and provide it to management during the year.
  - c. Management shall notify the committee within three (3) days of the following:
    1. New driver road test dates.
    2. Hire dates for new monitors and garage personnel.
    3. Employees termination dates.
    4. Date a driver was assigned their first route -- bus, special education and noon route.
  - d. Management shall supply necessary materials.
8. 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.

#### B. PROBATIONARY PERIOD

The probationary period for bus drivers and Special Education Transportation drivers will be ninety (90) working days.

### C. DISCIPLINE AND 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 fifteen (15) days shall be void.

### D. LAYOFF

1. In the event of a school bus driver personnel layoff, drivers with the least master seniority shall be laid off first.
2. Drivers shall be called back to work on the basis of seniority with the highest master seniority driver first.

## A R T I C L E   V I I I

### BENEFITS

Full fringe benefits will be granted after ninety (90) working days of the probationary period.

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

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

#### A. BLUE CROSS HOSPITAL-SURGICAL MASTER MEDICAL INSURANCE

100% of premium paid by the Board of Education for Association personnel who work regularly four (4) or more hours each day.  
MFV-11 \$2.00 drug co-pay.

#### B. DENTAL

Equivalent of Dental 80/80/80 coverage beginning, July, 1981

#### C. LIFE INSURANCE (Effective 1988/1989)

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

#### D. INCOME PROTECTION INSURANCE (Effective 1988/1989)

The Employer agrees to pay 100% of the cost of providing 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. RETIREMENT ALLOWANCE

In appreciation for services to the School District, a retirement payment of seventy-five dollars (\$75.00) 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 School Employee's Retirement Fund benefits. Payment will be made upon evidence that application has been made, with reasonable assurance that the retiring employee qualifies.

F. WORKER'S COMPENSATION

As required by law, all Association personnel of the Plymouth-Canton Community School District are covered by Worker's 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.

G. 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 & E.S.Y. drivers

One day when school is not in session (garage personnel only)

In order to qualify for a holiday, an employee (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 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.

H. SICK LEAVE

Sick leave and the accumulation of sick leave days are to be taken when the employee 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 employee 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. Transportation employees 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 Transportation employee 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.

6. Any twelve month employee such as mechanics shall get twelve (12) sick days in their sick bank each year and be allowed to accumulate one hundred sixty (160) days in their sick bank.
7. Upon the maintenance of thirty (30) days sick bank, an employee 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 by the first week in June.
8. Consideration will be given for the use of accumulated sick days in cases of family illness, when recommended by the immediate supervisor.
9. Employees are required to sign absence forms upon their return to work verifying the reason for the absence.

#### I. PERSONAL BUSINESS

1. Regular employees may be granted up to two (2) personal business days per year. Personal business days are not deducted from the employee's accumulated sick leave days. 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. 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 to be obtained, unless an emergency exists in which case the two (2) day period is waived. In such case the Director must still be notified.
  - b. Employees 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.
2. Personal Business days may be granted to individuals based on the following statements, which will act as guidelines in giving approval to the applicant.
  - 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.
  - 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.

J. VACATION LEAVE DAYS

- 1. Those regular drivers who drive the traditional school year and the summer, starting 1987/1988 will earn seven (7) vacation leave days which are to be taken the following school year.
- 2. Regular drivers who drive the traditional school year starting 1987-1988 will earn five (5) vacation leave days which are to be taken the following school year.
- 3. Qualifying drivers may elect to be paid their respective vacation leave days in lieu of time off.
- 4. Vacation leave days cannot be accrued from year to year.
- 5. Scheduling of vacation leave days are subject to the approval of the Director of Transportation.
- 6. Traditional drivers will utilize vacation leave days when school is not in session whenever possible.
- 7. Those regular drivers who drive the majority of the scheduled work days during the summer months will qualify for seven (7) vacation days, respectively.

K. REIMBURSEMENT FOR CHAUFFEUR'S LICENSE

Transportation employees will be reimbursed for the chauffeur's license fee, effective with the second and all future years of employment. The first chauffeur's license must be purchased by the employee. The driver shall receive his/her hourly wage for all required tests and road test.

L. TB TEST

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

#### M. 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. Up to \$2.90 meal allowance will be approved for compulsory safety education classes.

#### N. JURY DUTY - SUBPOENA AS WITNESS

Recognizing it is the obligation of every citizen to serve as a juror when called upon 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. This provision to apply in the event the Employer was unable to obtain a waiver.

#### O. LEAVE OF ABSENCE

1. A leave of absence without pay or loss of seniority may be granted regular employees 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 Personnel Department. All such requests must include medical verification, substantiating such requests, as requested by the Personnel Department. Other reasons for leaves may be approved by the Personnel Department with the recommendation of the Director of Transportation.
2. Blue Cross and Life Insurance will be paid the first two (2) months of the employee's leave of absence.
3. Up to one (1) year paid health insurance for medical leave only.
4. An employee 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 sub 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.

A R T I C L E IX

WAGES

A. TIME CLOCK

1. The time clock will be punched on departure for route and again on completion of same route.
2. 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 driver/monitor selects/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.

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 driver drives only a noon run, the driver will be paid for only the noon run.

C. OVERTIME

1. Employees 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. Employees 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.

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
3. Fuel the vehicle
4. Clean windows, lights, etc.
5. 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 supervisor 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 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.

#### 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. Emergency Substitute 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 substitute drivers are scheduled to work both A.M. and P.M. they will be paid for two two (2) hour calls.

#### 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.

#### J. SUMMER PAY

Thirty cents (\$.30) per hour will be added to the base rate of each driver (regular, sub, 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.)

### A R T I C L E X

#### 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 Association. 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 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.
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. 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 driver with the greatest amount of seniority 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 an emergency substitute driver is assigned a temporary route and the route/run is discontinued, he/she will return to substitute status.

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

5. 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 X, 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 sub list by Bus or Special Education seniority (whichever is applicable).

## A R T I C L E   X I

### PROCEDURES

#### A. ABSENCES

1. Employees must call their supervisor to report absences from duty or face possible three (3) days suspension.
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. EMERGENCY SUBSTITUTE DRIVERS

1. Emergency Substitute 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. If emergency substitute drivers are not available for work, they are responsible for notifying the dispatcher.
2. When management has knowledge of open routes for extended periods of time, attempts will be made to assign the emergency substitute driver at the top of the list without an assignment.
3. Attempts will be made to assign emergency substitute drivers, not assigned to routes for extended periods, to routes on a fair and equitable basis.
4. Emergency substitute drivers are paid the hours worked or a two hour callout, whichever is greater.

#### C. EMERGENCY INFORMATION

A card with 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 the Employer's telephones upon supervisor approval.

### A R T I C L E XII

#### 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 bus drivers. All drivers should be knowledgeable in the use of Special Education equipment/procedures before using them on Special Education vehicles.

#### B. ATTENDANCE DAYS

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.

#### C. ROUTE SELECTION

1. One (1) week prior to the start of the school year, the special education drivers will begin selecting routes. 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 committee member 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 Association.

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 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 may be approved by the Director of Transportation.

#### 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 be furnished with emergency information about each child within thirty (30) days of a child's enrollment. Pictures of each child will be provided drivers upon permission being granted by the child's parent/guardian.

#### 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 bus 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 buses.

## A R T I C L E   X I I I

### TRIP PROCEDURES

#### A. POSTING TRIP SHEETS

There shall be four 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 four sections of trip lists posted.
  - 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).
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 an Emergency Substitute, 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 call out 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 schedule 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 Director of Transportation or his designee shall have the authority to designate the lead driver on trips involving more than one bus, provided that driver is scheduled to drive.

#### 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. EMERGENCY SUBSTITUTES

Emergency Substitute 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 call-outs will be given for all take and return trips on the weekends, holidays, and any day that school is not in session.

A R T I C L E   X I V

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 Bus Seniority to bus drivers who sign for summer work.

C. SUBSTITUTING ON SUMMER WORK

Subbing 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 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.

## A R T I C L E   X V

### 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 Master 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 Master Seniority from those monitors who sign the posted noon run list.

#### D. ATTENDANCE DAYS

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.

#### E. 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 of 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. Up to \$2.90 meal allowance will be approved for compulsory safety education classes.

#### F. PERSONAL DAYS

Refer to Article VIII, Sec. I

G. LEAVE OF ABSENCE

Refer to Article VIII, Sec. 0

H. OTHER

All other provisions of the transportation that are applicable shall apply.

A R T I C L E XVI

BENEFITS FOR MONITORS

A. Probationary Period

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

B. Sick Leave

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

C. HOLIDAYS

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

D. HOSPITALIZATION

Plymouth-Canton Community Schools will provide Full family health insurance for employees working 30 or more hours a week, and Single Subscriber health for those working 20 hours or more a week. Blue Cross Hospital-Surgical Master Medical Insurance MVF-11, \$2.00 drug co-pay. The District maintains the right to change insurance carriers if same benefits are provided.

E. DENTAL INSURANCE

Equivalent of (50-50-50) for all working 20 or more hours per week.

F. LIFE INSURANCE

Plymouth-Canton Community Schools will provide 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.

G. RETIREMENT ALLOWANCE (Effective 1988/1989)

\$100 each year for 30 hours worked per week and \$50 each year less than 30 hours worked per week.

H. BREAKS

Employees working at least three (3) hours a day may take a break not to exceed fifteen (15) minutes. Employees 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 employees and her/his immediate supervisor.

A R T I C L E   XVII

GARAGE PERSONNEL

A. CLASSIFICATION

Mechanics and other garage personnel shall be classified separately from regular bus drivers and shall have their own seniority list. Seniority will be cumulative for purposes of staff reduction. However, promotions shall be made on the basis of classification seniority of the next lower classification provided an applicant can meet all of the requirements.

B. SENIORITY

Mechanics presently employed by the school district shall use their original hiring date into the Transportation Department as their seniority date. Bus garage seniority will begin for employees when they begin their assignment in the bus garage.

C. DRIVING BUSES

Mechanics will not drive buses except for mechanical problems and in emergency situations.

D. PROBATION

The probation period for garage personnel shall be ninety (90) working days.

E. MEAL BREAK

A one hour meal break will be available to all garage personnel. One half hour will be paid, one half hour unpaid. During the unpaid portion an employee may leave the premise.

## F. FLEET INSPECTION

1. Garage employees may be asked to make a shift adjustment while the State Police Inspection is going on. It is hoped that this is done and all mechanics will be given one day off with pay if the State Police Inspection is passed with a rating of "Excellent". The day to be taken off must be agreed to by all parties.
2. If the fleet is passed with a rating of "Very Good", each mechanic will receive an extra 1/2 day to be taken off with pay, subject to the above conditions.
3. If the rating is anything lower than a "Very Good", no days off will be given.

## G. FRINGE BENEFITS

1. Insurance
  - a. Blue Cross - 100% Premiums paid by employer for regular 12 month garage personnel who work eight (8) hours each day. MVF II, \$2.00 drug co-pay.
  - b. Life - A \$25,000 life insurance policy will be purchased by the employer for each regular twelve (12) month garage employee.
  - c. Dental - See Article VIII, Sec. B.
  - d. Retirement Allowance - See Article VIII, Sec. E.
  - e. Income Protection Insurance - See Article VIII, Sec. D.
  - f. Worker's Compensation - See Article VIII, Sec. F.
2. Sick Leave - See Article VIII (H)
3. Holidays (Paid) - See Article VIII, Section G.

4. Vacation - Vacation for employees covered by this Agreement shall be computed as follows:  
  
Less than two years on June 30 - one day per month to maximum of 10 days  
  
More than two years but less than five years on June 30 - 12 days  
  
More than five years but less than ten years on June 30 - 15 days  
  
More than ten years but less than fifteen years on June 30 - 17 days  
  
More than fifteen years on June 30 - 20 days
5. Personal Business - See Article VIII, Sec. I.
6. Longevity Bonus - See Article XVIII.
7. Distribution of overtime - Overtime shall be divided and rotated as equally as possible within the garage according to seniority and those regular twelve month employees provided they are qualified to perform the duties.
8. Shift Differential - Employees who are regularly scheduled for four (4) or more hours of work between the hours of 3:00 P.M. and 11:00 P.M. will receive a shift differential of fifteen cents (.15) per hour for all hours worked that day. Employees, who are regularly scheduled for work between 11:00 P.M. and 7:00 A.M., shall receive a premium of twenty-five cents (.25) per hour for the eight (8) hours worked that day.
9. Schooling - The District will pay tuition to approved Michigan Department of Education certificate training schools and will recognize hourly rate adjustments upon completion of A.S.E. certificates up to twelve (12). Certificates must be valid to receive hourly rate adjustments. Transportation Garage personnel shall be compensated for hours in attendance at their respective rates of pay.
10. Certificate Pay - Additional fifteen (.15) per hour for each approved certificate.
11. Uniforms - Items such as uniforms, coveralls, safety shoes and jackets, which the garage supervisor shall deem necessary to perform their work, shall be provided by the school district.
12. Bonus Days - Effective 1988/1989 mechanics who have perfect attendance and twenty (20) days in their sick bank for the school year will be granted two (2) personal bonus days. Vacation days, bereavement days and worker's compensation (less than 30 days) will not be charged against bonus days.

13. All other provisions of the Transportation Employees Association that are applicable shall apply to the Garage Personnel.

A R T I C L E XVIII

WAGE SCALES AND LONGEVITY

A. MECHANICS WAGE SCALE

<u>1987-88</u>	1	2	3	
Master Mechanic (Leader)	-	-		will receive an additional \$.05 per hour min. cert. (6)
Mechanic A (Body & Paint)	-	-	11.84	min. cert. (6)
Mechanic A	10.37	10.92	11.74	min. cert. (4)
Mechanic B	8.74	8.95	9.26	min. cert. (1)
Mechanic C	6.88	7.41	7.92	min. cert. (0)
Garage Helper	5.46	5.57	5.76	min. cert. (0)

Plus .15 per hour for each approved certificate.

<u>1988-89</u>	1	2	3	
Master Mechanic (Leader)	-	-		will receive an additional \$.05 per hour min. cert. (6)
Mechanic A (Body & Paint)	-	-	12.63	min. cert. (6)
Mechanic A	11.06	11.64	12.52	min. cert. (4)
Mechanic B	9.31	9.54	9.87	min. cert. (1)
Mechanic C	7.32	7.89	8.43	min. cert. (0)
Garage Helper	5.80	5.92	6.12	min. cert. (0)

Plus .15 per hour for each approved certificate

<u>1989-90</u>	1	2	3	
Master Mechanic (Leader)	-	-		will receive an additional \$.05 per hour min. cert. (6)
Mechanic A (Body & Paint)	-	-	13.56	min. cert. (6)
Mechanic A	11.88	12.50	13.44	min. cert. (4)
Mechanic B	10.00	10.25	10.60	min. cert. (1)
Mechanic C	7.88	8.49	9.06	min. cert. (0)
Garage Helper	6.25	6.38	6.59	min. cert. (0)

Plus .15 per hour for each approved certificate

B. DRIVER'S WAGE SCALE

	87/88	88/89	89/90
First Year	8.14	8.67	9.32
Each Year Thereafter	9.49	10.11	10.86
Special Trips	8.54	9.10	9.78
Emergency Substitutes	8.14	8.67	9.32

C. SPECIAL EDUCATION MONITORS WAGE SCALE

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1.	\$ 5.04	\$ 5.39	\$ 5.77
2.	5.26	5.63	6.02
3.	5.66	6.06	6.48
4.	6.17	6.60	7.06
5.	6.48	6.93	7.42

D. TRANSPORTATION ASSOCIATION LONGEVITY (EFFECTIVE 1988-89)

Employees who have completed a minimum of five (5) years of continuous service by October 1 of any school year shall be paid in accordance with the following schedule:

5 - 9 years	\$150.00	15 - 19 years	\$350.00
10 - 14 years	\$250.00	20 years	\$450.00

Payable first pay in December

THIS AGREEMENT AND EACH OF ITS PROVISIONS SHALL BE EFFECTIVE AS OF JULY 1, 1987 AND SHALL CONTINUE IN FULL FORCE AND EFFECT UNTIL JUNE 30, 1990.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this day of APRIL 25,, 1988.

TRANSPORTATION PERSONNEL

PLYMOUTH-CANTON COMMUNITY SCHOOLS

By Alice Horstead  
Chairperson, Negotiating Team

By David P. Artley  
President, Board of Education

Peggy Haislet  
Member, Negotiating Team

Roland J. Thomas, Jr.  
Secretary, Board of Education

Grace O'Brien  
Member, Negotiating Team

Walter J. Bartnick  
Chairman, Board Negotiating Team

Sally Egan  
Member, Negotiating Team

Dale W. Goby  
Director of Transportation & Safety

Del Memering  
Member, Negotiating Team

