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Plymouth-Canton



Community Schools

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# Agreement

between the

Plymouth-Canton Board of Education

and the

International Union of  
Operating Engineers,  
Local 324, AFL-CIO

Dispatchers

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2007 – 2010

*(Extended through 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 Affiliated With AFL-CIO hereinafter referred to as the "Union".

### 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 dispatchers 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, dispatchers' 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 placed in the dispatchers' mailboxes 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 Steward will be paid his/her regular hourly wages for negotiations or grievances if such occur during member's 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. 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. EMPLOYEES' LIABILITY***

1. Dispatchers are considered an extension of the management team. As such they are held to the highest level of ethical standards. Violation of those standards may result in discipline.
2. Dispatchers 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. Dispatchers are further required to report to management all transportation employees who violate the aforementioned rules, regulations and policies.

3. Dispatchers are required to maintain the highest standard of confidentiality throughout their work assignments.

## **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 one steward and the business representative.
2. The Union shall notify the Employer of the Steward designated by the employee to act as the employee representative.

**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 arbitral 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***

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, including, but not limited to, meeting obligations under Article III, Section B.
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 on the job.
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.

## ARTICLE VIII

### TERMS OF EMPLOYMENT

#### A. SENIORITY

1. Dispatcher seniority shall be defined as total years of continuous service to the Plymouth-Canton Community School Transportation Department as a dispatcher. Upon completion of the probationary period as a dispatcher, the date of hire as a dispatcher shall be the seniority date. The seniority date for dispatchers hired on the same day shall be determined by the first initial of the last name as of the date of hire. The earlier letter in the alphabet will indicate higher seniority.
2. 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.
3. Seniority Lists
  - a. Each year the District shall provide the Union with an updated seniority list prior to the beginning of each traditional school year and will provide the dispatchers with this list. The District shall update the list and provide it to the Union during the year.
  - b. Management shall notify the dispatchers as soon as possible 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/or noon route).
    5. Dates of leaves of absence of drivers and monitors.
    6. Any information pertaining to drivers and/or monitors that administration believes dispatchers will need to perform their duties.
4. Dispatchers 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 dispatchers will be ninety (90) working days. As permitted by the drivers' master agreement, during the ninety-working day probationary period, any driver who accepts a position as a dispatcher will have the right to return to his/her position as a driver without loss of master or route seniority and without loss of the driver's specific route. Such return may be initiated either by the driver or by the director of transportation or his/her designee.

**C. LAYOFF**

1. In the event of a personnel layoff, dispatchers with the lowest seniority shall be laid off first.
2. Dispatchers to be laid off will be notified at least two weeks before the effective date of their layoff.
3. Written notification will be mailed to the dispatcher's address on file in the human resources office. Employees are responsible for keeping their addresses current.
4. Dispatchers shall be called back to work on the basis of seniority, with the highest seniority dispatcher recalled first.

**ARTICLE IX**

**BENEFITS**

Full fringe benefits will be granted after the successful completion of the ninety (90) working day probationary period to dispatchers who work six (6) or more hours each day and their eligible dependents.

**A. HEALTH INSURANCE**

Plymouth-Canton Community Schools will provide up to full family health insurance coverage for dispatchers and will pay up to the illustrated rates for the Blue Cross/Blue Shield Community Blue PPO.

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. Mail order requires two co-pays for three months' supply of a prescription drug.
2. The Prescription Drug Plan includes contraceptives.
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 \$30.
4. Effective with the ratification of the 2009-10 contract re-opener and the 2010-11 contract extension, the annual in-network deductible is \$250 per person / \$500 per family. The annual out-of-network deductible is \$250 per person / \$500 per family.
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 subscriber coverage or \$60 per month for two-person or full-family coverage.
8. A Flexible Spending Account for dispatchers' 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 period 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 dispatchers 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 dispatchers who have completed their probationary period. The LTD plan shall provide 50% of 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 II vision coverage for all dispatchers 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 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.

*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 (52-week employees)
December 30	

Each dispatcher 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 dispatcher (unless ill or on an approved vacation) must work the day preceding a holiday and the day after if these are normal working days.

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

The dispatchers' work year calendar will be established by the Director of Transportation or his/her designee based on the needs of the district.

*I. SICK LEAVE*

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

1. Each dispatcher shall receive one (1) sick day per month of service accumulative to one hundred forty (140) days.
2. Each dispatcher 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 dispatcher 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. Sick leave 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 dispatcher'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 dispatcher 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 1<sup>st</sup> 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. Dispatchers are required to sign absence forms upon their return to work verifying the reason for the absence.

**J. PERSONAL BUSINESS**

1. Dispatchers may be granted up to three (3) personal business days per year, one of which may be an undeclared personal business day. Personal business days will be deducted from the dispatcher'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. Dispatchers 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 this contract.
  - b. An appointment at a Federal, State or Local government office after normal channels has 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 OF AFTER AN ESTABLISHED HOLIDAY OR SCHOOL VACATION PERIOD FOR ADDITIONAL VACATION.

**K. VACATION LEAVE DAYS**

Vacation for dispatchers covered by this agreement shall be computed as follows:

	43-week dispatcher	52-week dispatcher
Less than 2 years on June 30	Up to 8 days*	up to 12 days*
At least 2 years but less than 5 years on June 30	12 days	14 days
At least 5 years but less than 10 years on June 30	15 days	17 days
10 years or more	17 days	19 days

\*Days to be prorated based on portion of work year worked for the first year.



1. Dispatchers are eligible for vacation. Level of the benefit is determined by total years employed as a regular employee in the Transportation Department of Plymouth-Canton Community Schools.
2. Vacations are earned (worked) in one traditional school year to be utilized the following traditional school year effective July 1.
3. Qualifying dispatchers 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. A dispatcher who works the traditional school year will utilize vacation leave days when school is not in session. Exceptions may be granted by the Director of Transportation or his/her designee.
9. Dispatchers will be paid for unused and earned vacation upon the termination of employment.

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

Dispatchers 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 dispatcher 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. Dispatchers will be paid the contractual hourly 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 dispatchers 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 dispatchers 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 dispatcher returning from sick leave, upon presentation of physical fitness approval by the Board doctor, will be restored to his/her original position.

**ARTICLE X**

**WAGES**

*A. WORK DAY*

1. During the work day, full-time dispatchers will be provided two paid 15-minute breaks, one am and one pm, and a one hour unpaid lunch.
2. Dispatchers will sign in and sign out at the start and end of the work day and for breaks and lunch.
3. Dispatchers are responsible for their own payroll sheets. Time must be recorded accurately.

*B. OVERTIME*

1. Dispatchers of the Transportation Department shall be paid time and one-half of the employee's hourly rate for any work performed beyond forty (40) hours worked in a week.
2. Dispatchers of the Transportation Department shall be paid two (2) times their hourly rate for any work performed on any holiday designated by this agreement and work performed on a Sunday, provided such work is beyond forty (40) hours worked in a week.
3. Overtime may only be worked when assigned by the Director of Transportation or his/her designee.

*C. CALL-IN TIME*

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

*D. MEETINGS/INSERVICE*

Dispatchers will be paid for attendance at required meetings outside their normal work day and/or work year. Meetings during the work day will be considered part of the dispatcher's regular duties.

*E. INCLEMENT WEATHER*

Dispatchers will be paid their regular daily wage for days when Plymouth-Canton Schools are closed due to inclement weather or other catastrophe, provided the dispatcher is scheduled to work that day.

**ARTICLE XI**

***PROCEDURES***

*A. ABSENCES*

1. Dispatchers 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 an administrator.
2. Employees have the responsibility to call a Transportation Department representative no less than two (2) hours before the start of his/her scheduled work day.

*B. SUBSTITUTE DISPATCHERS*

1. The 43-week dispatcher(s) will have right of first refusal to substitute when the 52-week dispatcher(s) is absent during the time when the 43-week dispatcher is not working. The dispatcher who substitutes will be paid his/her own wage.
2. If the 43-week dispatcher(s) cannot be contacted or is unavailable to substitute, or if there is not time to contact the 43-week dispatcher, a substitute will be assigned at the discretion of the Director of Transportation or his/her designee.

*C. EMERGENCY INFORMATION*

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

*D. COMMUNICATION FROM THE GARAGE*

Dispatchers shall receive daily communications from the garage indicating which buses are out of service.

*E. TELEPHONE*

Employees shall be afforded use of a designated telephone.

## SECTION F - WAGES AND LONGEVITY

### STIPENDS, WAGE SCALES AND LONGEVITY

#### A. STIPENDS

For the 2007/08 school year, the Board will pay a one-time off-schedule stipend to dispatchers 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 dispatchers 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 to all eligible employees on payroll in June after the conclusion of the school year.

Vacation days used by dispatchers will not affect their stipend payment.

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

This program ends June 30, 2010.

#### B. WAGE SCALES

For the 2007-08, 2008-09 and 2009-10 school years:

Dispatcher Wage Scale

Steps	2007-08 +.10	2008-09 1%	2009-10 0%	2010-11 0%
1	13.45	13.58	13.58	13.58
2	14.34	14.48	14.48	14.48
3	15.20	15.35	15.35	15.35
4	16.34	16.50	16.50	16.50
5	17.47	17.64	17.64	17.64

For the 2009-10 school year, the parties agree to open all wage and health insurance (health, dental, vision) items.

*C. DISPATCHERS' LONGEVITY*

Dispatchers 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	\$200.00
9 - 13 years	\$300.00
14 - 18 years	\$400.00
19 or more years	\$600.00

Longevity will be paid in the first pay in December. Continuous service is defined as service as a regular employee in the Transportation Department of Plymouth-Canton Community Schools.

*C. FURLOUGH DAYS*

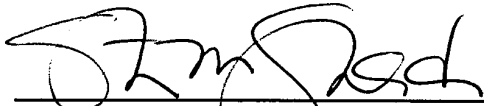
Effective with the 2010/11 school year all employees covered by this contract will have three (3) unpaid furlough days (days off without pay, most likely snow days).

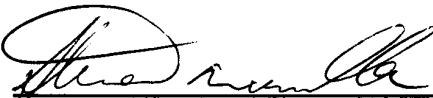
This agreement and each of its provisions shall be effective as of July 1, 2007 and shall continue in full force and effect until June 30, 2010. The parties agree that this contract shall be extended through June 30, 2011.

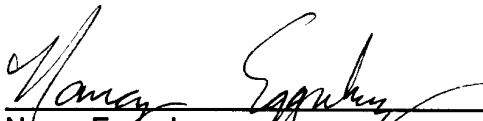
International Union of  
Operating Engineers,  
Local 324, AFL-CIO

Plymouth-Canton  
Community Schools

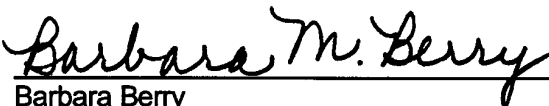
  
\_\_\_\_\_  
John Hamilton  
General Vice-President & Business Manager

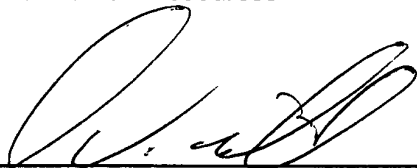
  
\_\_\_\_\_  
Steven Sneiderman  
President, Board of Education

  
\_\_\_\_\_  
Steve Minella  
President

  
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Nancy Eggenberger  
Secretary, Board of Education

  
\_\_\_\_\_  
Dan Ringo  
Recording-Corresponding Secretary

  
\_\_\_\_\_  
Barbara Berry  
Director of Human Resources

  
\_\_\_\_\_  
Dean Mileto  
Director of Transportation

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