

**AGREEMENT  
BETWEEN**

**CLINTON COMMUNITY SCHOOL DISTRICT**

**AND**

**SEIU LOCAL #199 -**

**BUS DRIVERS**

**2017-2019**



SECTION 1: RECOGNITION .....	3
SECTION 2: GENERAL PROVISIONS.....	3
<b>ARTICLE 2 - PAY.....</b>	<b>4</b>
SECTION 1: BASE PAY.....	4
SECTION 2: SPECIAL EDUCATION PROVISIONS .....	4
SECTION 3: QUALIFICATION FOR BENEFITS .....	4
SECTION 4: PAYROLL DEDUCTION .....	4
SECTION 5: INSURANCE.....	6
SECTION 6: EMPLOYEE MEETINGS.....	6
SECTION 7: HOLIDAYS .....	7
<b>ARTICLE 3 – LEAVES.....</b>	<b>7</b>
SECTION 1: SICK LEAVE .....	7
SECTION 2: EXTENDED LEAVE OF ABSENCE.....	7
SECTION 3: FAMILY MEDICAL LEAVE ACT.....	7
SECTION 5: IMMEDIATE FAMILY .....	8
SECTION 6: PERSONAL LEAVE.....	8
SECTION 7: UNION LEAVE.....	8
SECTION 8: JURY AND LEGAL LEAVE .....	8
SECTION 9: BEREAVEMENT LEAVE .....	8
<b>ARTICLE 4 - GENERAL PROCEDURES .....</b>	<b>9</b>
SECTION 1: VEHICLE CLEANING/FUELING.....	9
SECTION 2: PRE AND POST USE BUS INSPECTION.....	9
SECTION 3: PHYSICAL EXAMINATIONS.....	9
SECTION 4: TRANSFER.....	10
SECTION 5: PERFORMANCE EVALUATIONS .....	10
<b>ARTICLE 5 - HOURS OF WORK.....</b>	<b>10</b>
SECTION 1: WORKWEEK.....	10
SECTION 2: WORKDAY.....	10
SECTION 3: ACTIVITY AND FIELD TRIPS .....	10
SECTION 4: ACTIVITY PAY .....	11
SECTION 5: HOURS OF WORK .....	11
<b>ARTICLE 6 – SENIORITY .....</b>	<b>11</b>
SECTION 1: DEFINITION.....	11
SECTION 2: POSTING .....	12
<b>ARTICLE 7: TERMINATION.....</b>	<b>12</b>
<b>APPENDIX “A” .....</b>	<b>13</b>
BUS DRIVERS SALARY SCHEDULE .....	13
MONITORS SALARY SCHEDULE .....	14
<b>APPENDIX “B” .....</b>	<b>15</b>
AUTHORIZATION FOR CHECK-OFF OF DUES.....	15
<b>LETTER OF UNDERSTANDING.....</b>	<b>16</b>
IT IS UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT:.....	16

# ARTICLE 1 - Basic Agreement Provisions

## Section 1: RECOGNITION

The employer recognizes the Union as the exclusive bargaining representative for employees in the bargaining Unit under the jurisdiction and/or in the employ of the Clinton Community School District, Board of Education, Clinton, Iowa, as determined by the Iowa Public Employment Relations Board in Case No. 4978.

The Union recognizes the Clinton Community School District, Board of Education as the duly elected representative of the people of the Clinton Community School District and as such, realize on all statutory matters, the legal responsibility of a final decision is vested in the Board and cannot be delegated.

## Section 2: GENERAL PROVISIONS

1. It is understood and agreed that employees covered by this Agreement have the right to join and/or assist the Union or engage in concerted activities insofar as any such activity is not prohibited by any law of the State or by the terms of this Agreement. Conversely, it is understood and agreed that any employee covered by this Agreement may refuse to join and/or participate in the activities of the Union, including the payment of any dues, fees or assessments or service fees of any type.
2. The Union's certified business and/or international representatives shall have access at reasonable times to work areas of those employees as described in PERB Case No. 4978, regarding matters relative to the administration of this Agreement, provided:
  - A. Notification of desired visit has been submitted to the Director of Transportation or his designated representative for approval, indicating reason for visitation, and,
  - B. Such visit shall not interfere with or interrupt normal operation of the Employer.
3. "Employee" when used in this Agreement shall refer to Bus Driver and Monitor.
4. "Bus Driver" shall mean a person who has passed the required written and driving test administered by the Iowa Department of Transportation and who has a minimum of a Class B Commercial Driver's License (CDL), and is then qualified to receive a School Bus Driving Permit.
5. **Separability – If any provision of this agreement is determined to be contrary to law, then such provision shall not be valid and subsisting, but all other provisions of this agreement shall remain in full force**

**and effect.**

## **ARTICLE 2 - Pay**

### **Section 1: BASE PAY**

- A. A salary schedule for **2017-2018 and 2018-2019** is included in Appendix A of this Agreement. An employee's years of experience and assignment shall determine placement on the salary schedule.
- B. Any employee who is regularly scheduled for a daily bus route will be assigned at least one hour's work each time he/she reports to work, other than scheduled work that is prior to or following a regular route. This provision shall not apply if the Director of Transportation directs the employee not to report for work or a message not to report is sent via the messenger system.
- C. A full time employee hired prior to January 1 will be given credit for a full year of experience during the first year of employment and will be placed on step 2 for the second year of employment. After the first year of employment, the employee will advance one (1) experience step (if the prior year was a full year of employment), until he/she reaches the top of the salary schedule.

### **Section 2: SPECIAL EDUCATION PROVISIONS**

- A. A driver will qualify for special education pay when his/her route has several disabled students, is driving a lift bus, driving students to other districts, or driving early learners.
- B. All drivers identified as special education drivers in the 2011 – 2012 school year will be grandfathered and will receive special education pay until their relationship with the transportation department is severed.

### **Section 3: QUALIFICATION FOR BENEFITS**

- A. Employees will be eligible to accumulate sick leave, move up on the salary schedule and be eligible for any other benefits offered to employees of the bargaining unit.

### **Section 4: PAYROLL DEDUCTION**

- A. Any employee(s) in the bargaining unit who is a member of the Union on the effective date of this Agreement, or who may be accepted as a member subsequent to the effective date of this Agreement, may authorize deduction of uniformly levied Union dues from their earnings by signing the form "Authorization for Check-off of Dues" which is attached hereto and made a part of this Agreement and is identified as Appendix C.
- B. Deduction shall be made only in accordance with the provisions of the Payroll Authorization Form together with the provisions of this Article.

- C. Check-off deductions under all properly executed "Authorization for Check-off of Dues" forms which have been delivered to the business office shall begin with the payroll period following said delivery.

- D. The Union will notify the business office, in writing, when it makes delivery of "Authorization for Check-off of Dues" forms, the amount of dues owed by employees who executed these forms.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, or in accordance with signed authorization, refunds to the employee will be made by the Union.
- F. Dues deductions shall be remitted to the designated Finance Officer of the Local Union semi-monthly within fifteen (15) days subsequent to actual deduction. Any deductions made from subsequent payrolls shall be included with the remittance for the following month.
- G. The Clinton Board of Education shall not be liable to the Union by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned.
- H. The Union shall indemnify and hold harmless the Clinton Board of Education against any and all liability and expenses, including reasonable attorney's fees, that may arise by reason of the compliance with the terms of this Article.

## **Section 5: INSURANCE**

The Board of Education will pay \$262.00 in **2017-2018 and 2018-2019** per month toward the cost of a single health insurance plan provided the employee worked an average of 30 hours per week or more. The employee will be expected to arrange for the remainder of the payment to be deducted from his/her salary or pay the cost in advance.

The Board of Education will furnish LTD insurance provided the employee worked an average of 30 hours per week or more during the previous school year and accepts an assignment of a similar amount of hours during the current year.

Each eligible full-time employee shall receive sixty-six and two-thirds (66 2/3) percent of contract monthly salary, payable to Social Security Normal Retirement Age. The minimum monthly benefit is \$100, and the maximum monthly benefit is \$11,112. The elimination period shall be ninety (90) consecutive calendar days or the end of sick leave, whichever is greater.

Employees who are eligible may purchase dental insurance with no reimbursement from the Board of Education.

## **Section 6: EMPLOYEE MEETINGS**

Meetings scheduled by the Director of Transportation or other district administrators that employees are directed to attend, shall be compensated at the employee's regular first year base pay for the time of the meeting. This may include meetings held prior to

the opening of school, at the conclusion of the school year or throughout the school year.

### **Section 7: HOLIDAYS**

Employees will be provided the following paid holidays:

Labor Day, Thanksgiving, Christmas Day, New Years, Good Friday, Memorial Day

Paid holiday hours will be set at the start of the year and at the start of each trimester. Activity trips and athletic/activity shuttle hours will not be calculated in holiday hours, student adventure hours will be included with a maximum of eight (8) hours per day pay.

## **ARTICLE 3 – Leaves**

### **Section 1: SICK LEAVE**

Employees who are employed to run a daily route will be allowed to accumulate 15 days sick leave per year. An employee must report to work in new year to be eligible for sick leave for that year. Activity trips and athletic/activity shuttling hours will not be calculated in paid sick hours, student adventure hours will be included with a maximum of eight (8) hours per day pay. Unused sick leave shall accumulate from year-to-year with the maximum allowable accumulation being 160 days, including time for the current year. Sick leave will not be granted in units of less than one-half (1/2) day. Sick leave shall be pro-rated based upon the number of hours normally worked per day (e. g., a person scheduled for four (4) hours per day shall be allowed sick leave on the basis of four (4) hour days.) Accumulated sick leave may be used for any scheduled route the driver has been assigned.

### **Section 2: EXTENDED LEAVE OF ABSENCE**

An employee who is unable to work due to an extended personal illness, serious illness in the family that demands his/her attention, or for any other reasonable purpose, may be allowed unpaid leave as needed or until the end of the school year. Application for said leave shall be filed with the Director of Transportation when need for leave is first determined. Upon return to work the employee will have seniority and pay status restored. If an employee fails to complete one school year and/or is not available to start the next school year, this provision may not apply.

### **Section 3: FAMILY MEDICAL LEAVE ACT**

Employees are entitled to Family Medical Leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act.

### **Section 4: UNPAID LEAVE**

A temporary leave may be granted without pay upon approval of the Superintendent or his/her designee. Requests for such leave, including the reason, shall be submitted on the proper form at least six (6) days in advance. Such leave will not be granted in units of less than one hour.

## **Section 5: IMMEDIATE FAMILY**

Time, not to exceed five (5) days in any one-year, may be used in case of serious illness in the immediate family of the employee. An employee will be eligible for an additional three (3) days of such leave upon application to and approval by the Superintendent of Schools if one (1) of the following conditions is met:

1. The employee has worked for the school district for more than ten (10) years.
2. The employee has not used more than twelve (12) days of such leave in the past five (5) years.

Time off shall be charged to the employee's sick leave.

## **Section 6: PERSONAL LEAVE**

After an employee has worked for one full year, they will be eligible for one personal day. Only one (1) driver and one (1) monitor may be gone at a time. The leave requires a minimum five day notice when possible.

## **Section 7: UNION LEAVE**

The Union shall be allocated a total of five (5) days per year to allow representatives of their organization to attend meetings, conferences or seminars sponsored by Local or International Union or Public Employee Relations Board. The Board of Education will pay the cost of the substitute for the first three (3) days. The Union will pay the substitute for days four (4) through five (5). A ten (10) day notice should, when possible, be given containing evidence of Union approval. This notice shall be submitted through the Director of Transportation. The administration reserves the right to deny the request(s) for Union Leave if such absence would cause substantial disruption to the educational program.

## **Section 8: JURY AND LEGAL LEAVE**

- (1) Any employee called for jury duty during school hours or who is required by subpoena or other order of the court to appear in any judicial proceeding, or who shall be asked to testify in any arbitration matter by the Board of Education shall be provided the necessary time. Any fees or remuneration, excluding travel and other reimbursed expenses, the employee received during such leave shall be transmitted to the Clinton Community School District.
- (2) Should the employee be released from duty for any period of one half day or more, he/she shall be expected to return to work.
- (3) The Director of Human Resources may grant Jury/Legal Leave when an employee is asked by legal counsel to appear/testify.

## **Section 9: BEREAVEMENT LEAVE**

1. Up to five (5) days emergency leave at full pay will be allowed in case of death



in the immediate family. Immediate family shall include the employee's spouse, child (including foster & step), parent (including foster & step), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild and any other member of the immediate household. This leave will not be charged to sick leave.

2. One (1) day's leave will be granted in the event of the death of a friend or relative outside the employee's immediate family as defined above. Up to one (1) additional day will be allowed if the funeral is held more than one hundred eighty (180) miles from Clinton and travel necessitates an additional day. Such allowance for funerals shall not exceed three (3) days in any one-year. This leave shall be charged to sick leave.
3. In the event of the death of an employee or student in the Clinton Community School District, the principal or immediate supervisor, with the approval of the Superintendent, may grant the appropriate number of employees up to one-half day off to attend the funeral with pay.

## **ARTICLE 4 - General Procedures**

### **Section 1: VEHICLE CLEANING/FUELING**

The interior of each bus, including windows, will be cleaned once each week. One hour of regular pay will be provided, unless there is sufficient free time during the regular route/trips to perform this service.

Drivers are required to maintain no less than a ½ tank of fuel in their vehicle.

### **Section 2: PRE AND POST USE BUS INSPECTION**

A 15-minute period will be paid for all pre and post use bus inspections and preparations using the district checklist.

If a driver drives a different bus in the afternoon than was driven in the morning, or if a new driver drives a bus previously used that day, an additional fifteen (15) minute period will be allowed for the afternoon pre-trip inspection.

In order to be paid for the pre and post-trip inspections, the inspections must be made. Substitute drivers shall also be required to make pre and/or post-use inspections of bus driven.

### **Section 3: PHYSICAL EXAMINATIONS**

Bus drivers will be required to have a physical examination using the Federal DOT form every three (3) months up to every two (2) years as determined by the medical examiner. The Board will pay for the Federal DOT physical, any additional testing will be paid by the employee.

## **Section 4: TRANSFER**

When a new position is created or a retirement or resignation causes a vacancy to occur, and such position, if occupied, would normally be in the bargaining unit, the position shall be posted on a bulletin board in the bus driver's waiting room. The filling of such positions will be accomplished using the following criteria: certification, qualifications and training as determined by the District. If the District determines all criteria to be equal, seniority shall be the determining factor. If a member of the bargaining unit wishes to apply for such position, he/she may do so by submitting a written request to the Director of Transportation within six (6) school days. The district shall not fill such position until six (6) school days after the date of the posting. Drivers wishing to be considered for a different position, should a summer resignation take place, must so inform the Director of Transportation in writing. All members of the Bargaining unit making application for such vacancies shall be granted interviews when possible. This procedure shall not be in effect between August 10 and the beginning of the school year. Voluntary transfers will not be honored during the school year unless such transfer is determined to be in the best interest of the school district. Applicants shall be interviewed within one (1) week of the final posting day and approved applicants shall be transferred within two (2) weeks unless mutually agreed upon by the applicant and the district, whenever possible.

## **Section 5: PERFORMANCE EVALUATIONS**

Each employee shall receive a written evaluation at the end of the probationary period and thereafter every three years. The evaluation shall be completed by a person designated by the Superintendent or by his/her designee.

An employee's evaluation shall be discussed with the employee and the employee shall have the right to make written comments thereon.

Personnel File. An employee shall be entitled to review his/her personnel file, upon request. The employee may have copies of all materials in his/her personnel file at a reasonable cost to the employee.

## **ARTICLE 5 - Hours of Work**

### **Section 1: WORKWEEK**

A workweek shall commence at midnight on Sunday and continue to the following Sunday at midnight, a period of one hundred sixty-eight (168) consecutive hours.

### **Section 2: WORKDAY**

A workday shall commence at midnight and shall end the following midnight for a period of twenty-four (24) consecutive hours.

### **Section 3: ACTIVITY AND FIELD TRIPS**

The Director of Transportation will discuss preferences for activity and field trips with the drivers. An attempt will be made to treat each driver fairly. It should be understood that if a driver refuses trips for a period of time that this will affect the number of

assignments made over the course of the year. Final assignment will be made by the Director of Transportation.

Assignment of activity trips shall be governed by attached letter of agreement.

The district will make an effort to utilize regular drivers for field trips when possible. The field trip must not interfere with the driver's regular route unless the employee and the district mutually agree.

When an assignment for an activity/field trip is given to an employee and the trip is canceled due to weather, the employee will not receive pay but will be rescheduled for the trip (if postponed) if the employee is available for the new trip date and time.

#### **Section 4: ACTIVITY PAY**

When a driver is on an activity trip during his/her regular route time, he/she will be compensated at his/her regular pay rate during his/her regular route time.

#### **Section 5: HOURS OF WORK**

If a monitor position is open during mid-day, a regular monitor will be requested to fill in and if no regular monitors are available, a regular driver will be requested to fill in, in order of seniority. The district will not make such assignment if the employee will be on overtime status.

### **ARTICLE 6 – Seniority**

#### **Section 1: DEFINITION**

Seniority shall mean an employee's length of continuous service with the employer since his/her last date of hire in the Transportation Department.

Continuous service shall no longer exist when:

- \* an employee is terminated for any reason
- \* an employee quits as exhibited by
  - notifying the Director of Transportation
  - failure to show up for work for one or more days without a reason acceptable to the Director of Transportation
- \* an employee fails to report for work within five (5) working days after being notified in writing at the employee's last known address to do so, unless prevented by illness or other reasons satisfactory to the Director of Transportation. Employees laid off and desiring to retain seniority rights must keep their address known to the Director of Human Resources.
- \* an employee does not meet state requirements

When the Director of Transportation determines a reduction in force is necessary, reductions shall be made in the reverse order of seniority.

When a recall is necessary, the most senior person will be recalled first. All recall rights shall expire after one calendar year.

All employee's continuous service record shall be broken by termination for any reason. The first sixty (60) working days of active employment, during the employee's last period of employment, is a probationary period during which there shall be no responsibility on the part of the employer for continued employment of the new driver, and discharge of such probationary driver shall not be made subject to the grievance procedure or arbitration.

**Section 2: POSTING**

Seniority lists by hire date shall be posted annually and shall be considered correct unless the affected employee(s) challenges the accuracy of the list within 14 calendar days. Seniority lists shall be posted within 14 calendar days of the opening of each school year. **To facilitate the efficient operations of the transportation department, last minute trips or unscheduled trips shall not be assigned by seniority.**

**ARTICLE 7: Termination**

This Agreement shall become effective on the first day of July, **2017**, and thereafter remain in full force and effect until the last day of June, **2019**. This Agreement shall be automatically renewed unless either party to this Agreement serves notice upon the other party in writing.

**SEIU LOCAL #199 BUS DRIVERS**

Cathy Glasco  
Signature  
Holly Kuebrich  
Leslie Stumbaugh V.P.  
Signature

3-27-17  
Date  
5-2-17  
5-2-17  
Date

Andi Sliet  
Signature

3/27/2017  
Date

**CLINTON COMMUNITY SCHOOLS**

Cindy McAllister  
Signature  
[Signature]  
Signature  
[Signature]  
Signature

5/3/17  
Date  
5/3/17  
Date  
5/8/17  
Date

## APPENDIX "A"

### BUS DRIVERS SALARY SCHEDULE

	<u>2017-2018</u>
All Regular Routes (1 <sup>st</sup> Year)	\$15.47
All Regular Routes (2 <sup>nd</sup> Year)	\$15.67
Special Education (1 <sup>st</sup> Year)	\$15.72
Special Education (2 <sup>nd</sup> Year)	\$15.92
Activity Trips	\$10.98

	<u>2018- 2019</u>
<b>All Regular Routes (1<sup>st</sup> Year)</b>	<b>\$15.65</b>
<b>All Regular Routes (2<sup>nd</sup> Year)</b>	<b>\$15.85</b>
<b>Special Education (1<sup>st</sup> Year)</b>	<b>\$15.90</b>
<b>Special Education (2<sup>nd</sup> Year)</b>	<b>\$16.10</b>
<b>Activity Trips</b>	<b>\$11.01</b>

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Ten (10) cents per hour additional will be paid to drivers starting their 6th year of driving. An additional ten (10) cents per hour will be paid to drivers starting their 11th year of driving.

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## MONITORS SALARY SCHEDULE

<u>Step</u>	<u>2017-2018</u>
1	<b>\$10.84</b>
2	<b>\$10.98</b>
3	<b>\$11.12</b>
4	<b>\$11.30</b>

<u>Step</u>	<u>2018- 2019</u>
1	<b>\$10.89</b>
2	<b>\$11.03</b>
3	<b>\$11.17</b>
4	<b>\$11.35</b>

Monitors employed ten (10) or more years (beginning with the 11<sup>th</sup> year) will receive an additional (15) fifteen cents per hour.

Monitors employed fifteen (15) or more years (beginning with the 16<sup>th</sup> year) will receive an additional (5) five cents per hour (a total of twenty (20) cents per hour).

Monitors employed twenty (20) or more years (beginning with the 21<sup>st</sup> year) will receive an additional (5) five cents per hour (a total of twenty-five (25) cents per hour).

**APPENDIX "B"**

Date \_\_\_\_\_

**AUTHORIZATION FOR CHECK-OFF OF DUES**

To the Clinton Community School District:

I hereby assign to SEIU Local 199 from any wages earned by me as your employee, such sums as the Financial Officer of said SEIU Local 199 may certify as due and owing from me as membership dues, in the sum of \$ \_\_\_\_\_ monthly, by said Local Union in accordance with the Constitution of the International Union. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

This assignment, authorization and direction shall be in effect from the date of delivery hereof, to you, until the termination of the Collective Agreement between the employer and the Union which is in force at the time of delivery of this authorization unless written cancellation notice is given by me to the business office prior thereto. Written notice of cancellation of this authorization should be presented to the business office at least thirty (30) days prior to July first or January first of requested cancellation.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Delivery to Business Office

**LETTER OF UNDERSTANDING  
BETWEEN  
BUS DRIVERS, LOCAL 199 AND  
CLINTON COMMUNITY  
SCHOOLS**

**IT IS UNDERSTOOD BY THE PARTIES TO THIS AGREEMENT THAT:**

1. Out-of-district activity trips will be assigned among interested and eligible drivers. When the school year starts, they are assigned by seniority and after that they are assigned by hours of the previous week. If two (2) drivers have the same amount of time, then it's done by seniority.
2. The activity driving eligibility list shall be created semi-annually (the first district in-service day and February 15). The activity-driving list will then be created by listing interested drivers by seniority date.
3.
  - a. Eligible trips will be assigned weekly (Sunday - Saturday).
  - b. All trips are assigned based on hours of the previous week. A union representative must be present to assign trips with the Director of Transportation or his/her designee.
  - c. If a driver turns down an assigned trip, then the trip is reposted for bid and the Assistant Transportation Director will assign from names that have signed up. (turned down trip will count as a driving opportunity for rotation purposes.)
  - d. A driver who turns down an assigned trip must notify the Director or Assistant Director in a timely manner.
4. All activity trips of 100 miles or greater (one-way) will be limited to assignment among the 10 most senior drivers on the activity driving eligibility list. Assignments will be made on a rotating basis, by seniority. If a driver refuses a 100 mile trip, they will be placed on the bottom of the list.
5. No driver will be assigned to an activity trip which requires them to miss his/her regular route unless requested by the Transportation Director or designee. Such requests are at the sole discretion of the Director of Transportation. The Director considers factors including experience, available substitutes and the nature of the destination.
6. The District retains the right to contract with charter carriers and in the event an assigned trip is subsequently given to a charter, there is no obligation to the employee for time lost.
7. If an activity trip is cancelled before the driver is to report, there is no obligation to the employee for time lost.



8. If an activity trip is cancelled after the driver reports, he/she will receive three hours activity pay.
9. The Transportation Director has the right to assign if no one bids for an eligible trip. Volunteers will be solicited and if none, the assignment shall be to the least senior, per paragraph #2, on a rotating basis.
10. Upon completion of the fourteen (14) hour stop class, drivers will be allowed out-of-town driving with the permission of the Transportation Director. The fourteen (14) hour class must be completed within 90 days of employment.
11. Employees may be assigned trips that cause them to exceed 40 hours/week including route time only with permission of the Transportation Director.