

6/30/96

**AGREEMENT**

between the

**CHARLOTTE  
PUBLIC SCHOOLS**

and the

**INTERNATIONAL UNION  
OF  
OPERATING ENGINEERS  
LOCAL 547 - A, B, C, E, H - AFL-CIO**

**BUS DRIVER ~ MECHANIC EMPLOYEES  
BARGAINING UNIT**



**July 1, 1994 - June 30, 1996**

*Charlotte Public Schools*



AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS

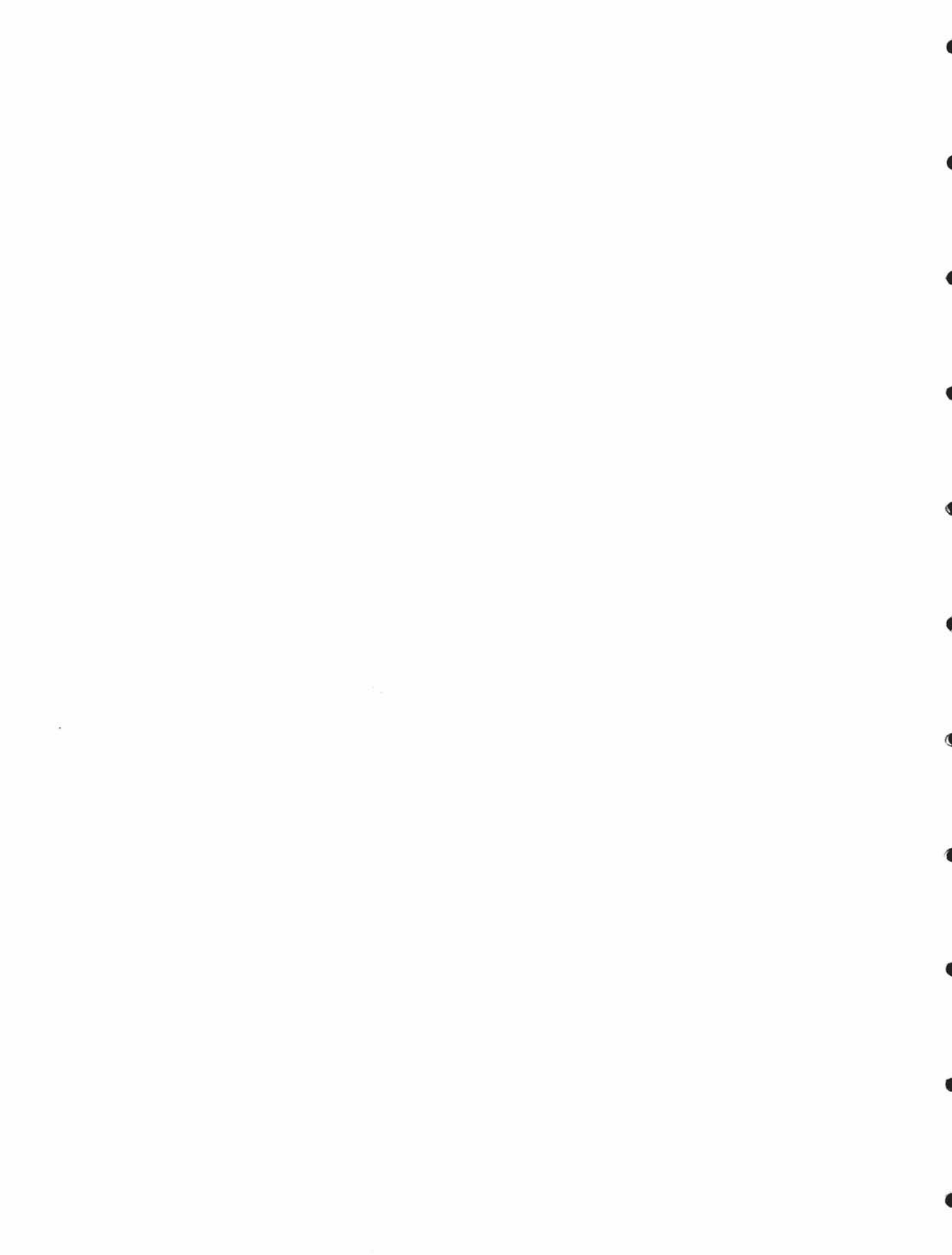
AND

THE INTERNATIONAL UNION OF OPERATING  
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BUS DRIVER AND MECHANIC EMPLOYEES

JULY 1, 1994 - JUNE 30, 1996





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## **AGREEMENT**

This Agreement entered into this 1st day of July, 1994, by and between the Board of Education of the Charlotte Public Schools, Charlotte, Michigan, hereinafter referred to as the "Board", and the International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, hereinafter referred to as the "Union".

### **PREAMBLE**

The purpose of this Agreement is to establish and promote harmonious relations, cooperation and understanding between the parties in matters pertaining to wages, hours, rates of pay, and working conditions. Once a bus driver/mechanic accepts employment as a regular driver, they will be required to fulfill their assignment for each current school year on a regular basis, other than provided by the current contract.

In consideration of the mutual promises and agreements contained in this document, the parties agree as follows:

### **ARTICLE I**

#### **UNION SECURITY**

##### **Section 1: Union Recognition**

(a) The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

(b) The term "employee" as used herein shall include all regular bus drivers, Special Education bus drivers, and mechanics employed by the Employer, excluding those employees who are supervisory, substitute, summer, co-op, or similarly limited employees.

##### **Section 2: Agency Shop**

(a) In accordance with the terms of this Article, each bargaining unit member, within ninety (90) days of employment shall, as a condition of employment, join the Union or pay a service fee to the Union.

###### **1. Union Members**

Bargaining unit members joining the Union shall pay dues to the Union in accordance with its policies and procedures.

## 2. Service Fee Payers

Bargaining unit members not joining the Union shall pay a service fee to the Union as determined in accordance with the Union's policy and procedures regarding "Objections to Political-Ideological Expenditures". The remedies set forth in that policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative, judicial, and contractual procedures shall be barred.

(b) In the event the bargaining unit member shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Union, deduct the service fee from the bargaining unit member's wages and remit same to the Union under the procedures provided below.

1. The procedure in all cases of non-payment of the service fee shall be as follows:

- a. The Union shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
- b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Union may request the Board to make such deduction pursuant to paragraph (a) above.
- c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same.

(c) Due to certain requirements established in recent court decisions, the Union represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated within thirty (30) days following the Union's notification to non-members of the fee for that given school year.



(d) The Union will certify, at least annually to the Board, the amount of said professional fees and the amount of service fees to be deducted by the Board, and that said service fees include only those amounts permitted by the Agreement and by law. This notice shall be provided at least ten (10) days prior to the first deduction.

The Union also agrees to furnish the Board, upon request, with all information necessary for the Board to review the legal sufficiency of the Union's procedures whereby non-members of the Union can challenge service fees established by the Union as well as with respect to the proper identification and allocation of Union expenditures which have been characterized by the Union as properly chargeable to bargaining unit members who do not choose to become members of the Union.

The Union promptly agrees to notify the Board of any future litigation where an order has been issued preventing the Union from implementing its policy regarding "Objections to Political-Ideological Expenditures", or any successor policy pertaining to the same subject matter. In such event, the Board shall have the right to suspend the involuntary wage deduction procedures specified herein for non-Union bargaining unit members.

Should such involuntary payroll deduction become legally disallowed, the Board shall, at the written request of the Union, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Union. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment. Required procedural due process shall be observed.

**(e) Save Harmless Clause**

In the event of legal action against the Board (including each Board member, administrator or other District employee) brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Union and permits the Union intervention as a party if it so desires; and

2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.

The Union agrees that in any action so defended, it will hold the Board harmless from any liability for damages and costs imposed

by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. The Union also agrees that neither it nor its affiliates will, in any proceedings, assert that the defense or indemnity provisions of this Article are either unenforceable or void.

(f) The Board shall, upon joint approval of the Union and Board, also make payroll deduction, upon written authorization from bargaining unit members, for annuities, credit union, savings bonds, charitable donations, or any other plan or programs. Said deductions shall be made twice monthly.

(g) A bargaining unit member who, because of sincerely held religious beliefs, or due to adherence to teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations, shall not be required to join or maintain Union membership or otherwise financially support the Union as a condition of employment. However, such bargaining unit member shall be required, in lieu of periodic dues, service fees, and/or initiation fees, to pay sums equal to such amounts to a non-religious charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Donations shall be made to one of three such charitable organizations as mutually designated by the District and the Union.

(h) The Employer agrees that upon hiring any new employees who are covered by this Agreement, the Employer shall send a letter advising the Union of the name and date of hiring of the new employee.

### **Section 3: Check Off**

(a) The Board shall deduct the initiation fee and Union dues or service fees from each employee's pay and transmit the total deductions to the Financial Secretary of the Union on or before the fifteenth (15th) day of each month, following that month in which said deductions were made, together with a listing of each employee, the employee's Social Security Number, and the amount that is deducted each month, provided however, that the Union shall have submitted to the Board an authorization card in a form permitted by law and signed by the employee from whose pay said deductions are to be made.

(b) Such dues, as and when deducted, shall be forwarded to the Union forthwith.

(c) The Board agrees to provide Engineers Political Education Committee (EPEC) check-off upon receipt of voluntary deduction authorization cards if permitted by law.

## ARTICLE II

### MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of its electors retains and reserves unto itself, without limitation, all powers, rights, and authority conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein to the Union are reserved to and remain vested in the Board including the right:

(a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials or methods of operation;

(b) To introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, suppliers, equipment and tools to be purchased;

(c) To purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;

(d) To determine the number, location, and type of facilities and installations;

(e) To determine the size of the work force and increase or decrease its size;

(f) To hire, assign, and lay-off employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day;

(g) To direct the work force, assign work and determine the number of employees assigned to operations;

(h) To establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications;

(i) To determine lunch, rest periods, and clean-up times, the starting and quitting time, and the number of hours to be worked;

(j) To establish work schedules;

(k) To adopt, review and enforce reasonable working rules and general requirements and carry out cost and general improvement programs;

(l) To transfer, promote and demote employees from one (1) classification or department to another;

(m) To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competence of employees to perform available work;

(n) To evaluate employees on a yearly basis. The employees will be notified that the evaluations are available for review, and all employee(s) are required to meet with the Transportation Supervisor to review all evaluations. If the employee disagrees with the evaluation, the employee may make arrangements for a meeting to review the evaluation with the Union Steward, the Associate Superintendent of Operations, the Transportation Supervisor, and the employee. Upon completion of the meeting, the employee will sign the evaluation and it will be entered into the employee's personnel file. The decision made at the meeting will be final;

(o) To call meetings where all regular bus drivers/mechanics would be expected to attend for the purpose of education or safety information.

The rights of the Union are specifically listed in this Agreement and all subjects not specifically listed in this Agreement are retained by the Board.

### ARTICLE III

#### VISITATION

Upon request by the Union, and the presentation of proper credentials and notification of the Transportation Supervisor, Officers or accredited Representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, or for assisting in the adjusting of grievances, provided said visitation shall not disrupt orderly operations.

## ARTICLE IV

### STEWARDS

(a) Employees will be represented by a Driver Chief and an Alternate Steward and a Mechanic Chief Steward who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.

(b) Arrangements may be made to allow the Chief or Alternate Steward, or Mechanical Chief Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by their immediate supervisor.

(c) During their terms of office, the Chief and Alternate Steward shall be deemed to head the seniority list for the purposes of lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status. For purposes of this Article, the terms "lay-off" and "recall" are strictly limited to situations addressed in Article 8 (d) and (h) of this Agreement.

(d) The Chief Steward shall be supplied with the following information upon request: name, date of hire, Social Security Number, address, and assignment of a newly hired employee.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### (a) Definitions:

1. A grievance is defined as an alleged violation of a specific Article or Section of this Agreement.

2. The term "employee" may include any individual or group covered by this Agreement.

3. The grievant is the person making the claim.

4. The term "working days", when used in this Section shall be defined as any day the administration offices are opened.

#### (b) Procedure

1. Time Limits:

(a) Any grievance not presented for disposition



through the Grievance Procedure within five (5) working days of the date of the occurrence of the conditions giving rise to the grievance, or within five (5) working days of the date it is reasonable to assume that the grievant or the Union first (1st) became aware of the conditions giving rise to the grievance, shall not be considered a grievance under this Agreement.

(b) Any grievance which is not appealed within the specified time limits set forth in that Step Level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step Level, the appealing party may automatically appeal the grievance to the next Step Level of the Grievance Procedure.

(c) The time limits provided in this Article are to be strictly observed. Every effort should be made to expedite the process; however, time limits may be shortened, extended or waived at any Step by written mutual agreement.

2. A grievance concerning alleged safety hazards may be processed directly to Step Two (2) of the Grievance Procedure.

(c) **Step One:**

Any employee having a grievance shall present it orally to his supervisor for decision. In the event an employee desires that his Steward be present, he shall make his request through the supervisor, and the supervisor shall send for the Chief Steward.

**Step Two:**

(1) In the event the grievance is not settled orally by the supervisor, the Chief Steward shall submit the grievance in writing to the Associate Superintendent for Operations within five (5) working days from the date of the oral presentation. The grievant and the Chief Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and citing the alleged violation(s) of this Agreement, and (2) the remedy or correction requested.

(2) The Associate Superintendent for Operations shall meet with the Chief Steward at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of the receipt of the appeal.

**Step Three:**

(1) Should the grievant be dissatisfied with the

Associate Superintendent for Operations' decision, the grievant shall appeal in writing to the Superintendent, within five (5) working days of the date the decision of the Associate Superintendent for Operations was due. The appeal shall state the reason or reasons why the decision of the Associate Superintendent for Operations was not satisfactory.

(2) The Superintendent shall meet with a Business Representative of the Union at a time mutually agreeable to them, but no later than fifteen (15) calendar days following receipt of the appeal.

(3) The Superintendent shall then give his decision in writing to the Business Representative of the Union within five (5) working days of the meeting.

**Step Four:**

(1) Should the grievant be dissatisfied with the disposition of the grievance by the Superintendent, the Union may submit the grievance to arbitration. If the Union desires to submit the grievance to arbitration, it must do so in writing within fifteen (15) calendar days from the date the decision rendered by the Superintendent was due.

(2) The rules of the American Arbitration Association shall govern the selection of an Arbitrator and the arbitration proceedings. The Board and the Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree that judgment thereon may be submitted to any court of competent jurisdiction. The Arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.

(d) Costs: The fees and expenses of the Arbitrator shall be paid by the loser. All other expenses will be borne by the parties incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

(e) Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

(f) The Arbitrator has no right to interpret State or Federal law and to review termination of probationary employees.

## ARTICLE VI

### DISCIPLINE AND DISCHARGE

No seniority employee shall be disciplined or discharged without just cause, and a written statement of such cause will be given to any disciplined or discharged seniority employee. When the Board feels disciplinary action is warranted, it shall notify the seniority employee of that fact in writing within ten (10) working days of the date it is reasonable to assume that the Board first (1st) became fully aware of the conditions giving rise to the discipline.

With regard to unsafe or improper driving incidents, whether or not it results in a conviction or points, the Board shall:

- 1) advise the employee of the complaint, allegations, or charges;
- 2) perform an investigation of the complaint, allegations, or charges. The Board may, at its discretion, suspend the employee with pay.
- 3) Prior to imposing discipline, the Board will advise the employee and the Union of the investigative finding and proposed disciplinary outcome, if any.
- 4) If discipline is imposed and grieved, the grievance shall go directly to Step 3 of the Grievance Procedure.

## ARTICLE VII

### SENIORITY

(a) A newly hired employee shall be on a probationary status for forty-five (45) work days, taken from and including the first (1st) day of employment. If at any time prior to the completion of the forty-five (45) work days probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the employee or the Union. Probationary employees who are absent on scheduled work days, or who serve their probationary period during the non-school period in which the job is not operative, shall work additional days equal to the number of days in which the job is not operative, or equal to the number of days absent, and such employee shall not have completed his probationary period until these additional days have been worked.

(b) Upon satisfactory completion of the probationary period,

the employee's seniority date shall be retroactive to date of hire. In the event that the Board hires two (2) employees on the same date, their date of hire, and the employee whose last name begins with the first (1st) letter in the alphabet would be determined to be the more senior employee, and such employee shall be placed on the seniority list on that basis.

(c) In the event that a probationary employee has driven as a substitute for a continual period of time immediately preceding hire into the bargaining unit, his/her seniority as a regular driver shall be established from the date that he/she first began to drive in the continual substitute position upon successful completion of the probationary period.

(d) If conditions necessitate a reduction in the number of employees, lay-off shall be based on seniority within classification, with the employees having the least seniority in the affected classification(s) laid off first (1st). The classifications are regular drivers, Special Education drivers, and Vocational Education drivers. If lay-off occurs in Special Education or Vocational Education classifications, the employees so laid off may bump the least senior regular driver who will then be laid off. Recall shall be in reverse order of lay-off. Employees shall only be eligible for recall within a classification for which they are qualified.

(e) An employee covered by this Agreement shall cease to have seniority and shall have his name removed from the seniority list in the event:

1. He is discharged for cause and is not reinstated through the grievance procedure;
2. He retires;
3. He quits;
4. He is laid off for a period of three (3) years or the length of his seniority, whichever is less;
5. He accepts employment elsewhere while on a leave of absence (other than a Union business leave of absence), or is self-employed for the purpose of making a profit during a leave of absence where such employment or self-employment is inconsistent with the reason for which the leave of absence was granted;
6. He fails to report for work on the first (1st) working day after the expiration of a leave of absence without a reasonable excuse acceptable to

the Board;

7. He fails to report to work following a lay-off within three (3) working days after he is notified to do so - in person, by telephone, by telegram, or by certified or registered mail sent to his address of record with the Board. It shall be the obligation of the employee to supply the Board with a current address;
8. He is absent from work, without permission, for three (3) consecutive scheduled work days, or;
9. He is on sick leave of absence for a period of three (3) years, or the length of his seniority, whichever is less;
10. Should the driver accept other employment and would be unable to fulfill his/her assignment, the person shall be considered terminated.

(f) Seniority shall be retained, but shall not accumulate for the employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that he had accumulated while he was a member of the bargaining unit, and return to the bargaining unit, in the event that such employee vacates his supervisory position.

(g) The Employer shall provide the Union with and post a copy of the seniority list by October 1st of each school year. The failure to object to the list within fifteen (15) working days shall cause the list to be final and conclusive.

(h) Bus mechanics shall be laid off, recalled, or demoted according to seniority within job classifications in the bargaining unit as identified in Schedule B. A qualified mechanic may bump into any lower rated mechanic classification (as identified in Schedule B) by bumping the least senior employee in that classification.

## ARTICLE VIII

### ASSIGNMENT AND VACANCIES

#### (a) Definitions:

(1) **Regular Runs:** Kindergarten, athletic, and regularly scheduled morning, afternoon, and shuttle runs during the school year. Although shuttle runs will be bid on separately, they are not compensated separately. For purposes of determining



compensation, the mileage of a shuttle run will be added to the afternoon or morning run held by the employee who has the shuttle.

(2) **Special Education and Vocational Education Runs:** Runs for these purposes.

(3) **Summer Work:** All work that takes place between the end of the school year and the beginning of another.

(4) **Training Runs:** Runs where a regular driver is used to train other drivers. These runs are assigned at the Board's discretion.

(5) **Special Trips:** Trips other than those set forth above.

(6) **Emergencies:** Where an emergency occurs, runs will be filled at the Board's discretion.

(7) "Qualified" means a bargaining unit member who :

(a) Satisfies all standards for the operation of a school bus, pupil transportation vehicle and/or school transportation vehicle, as may be assigned.

(b) Satisfies all pertinent statutory and regulatory standards for the work assigned including, but not limited to, a valid chauffeurs license, the appropriate CDL/group vehicle designation, and a passenger vehicle endorsement.

(b) **Assignment of Regular Runs:**

All of the employees who are covered by this Agreement who are driving a regular run (except athletic, Special Education, and Vocational Education runs) at the conclusion of the previous school year, shall be entitled to return to the bus run that they held the previous school year.

(1) Within the first two weeks of the school year, drivers shall vote, by a simple majority of drivers in the bargaining unit, on whether or not to bid on these runs. If the drivers vote to bid on runs, the following process will be utilized:

a) A bid meeting will take place on the third work day following the conclusion of the second week of school.

b) Bidding of runs will be governed by seniority. Runs will be selected on a seniority basis with the most senior bidding first, etc. A driver who is unable to be present to bid shall give the Union Steward a written proxy for job bidding purposes.

c) Drivers will begin driving the newly bid runs on the first work day after October 1.

(2) In the event that a shuttle run is eliminated, drivers shall be offered the option of being removed from a shuttle run in order of seniority.

**(c) Assignment of Athletic Runs:**

All known athletic runs assigned to the Transportation Department shall be posted in the spring for the following year. Drivers shall indicate their choice in writing to the Union Steward. Athletic runs shall be awarded in order of seniority until all runs are assigned. Drivers who are not interested in athletic runs shall indicate so in writing to the Union Steward.

**(d) Open Runs:**

(1) An "open" run shall be defined as an opening in a regular bus run which occurs due to the death, retirement, resignation or other permanent separation of the driver assigned to the run and which opening is not filled at the annual bid meeting or any newly created run.

(2) If an opening on a regular bus run occurs after the initial bid meeting, the open run shall be bid at a meeting of all interested bargaining unit members as soon as is practicable. The senior driver bidding on the open run shall be awarded the run. The subsequent vacancy created by the filling of the open run shall be filled by a new hire for the remainder of the school year and shall be bid prior to the beginning of the next school year.

**(e) Special Education and Vocational Education:**

(1) Special Education runs shall be filled at the Board's discretion. Vacancies on these runs will be posted so that all employees may indicate their interest in being considered for such positions. When in the Board's reasonable judgment, the

qualifications of one (1) or more applicant(s) are substantially equal, seniority shall be used to fill the position. The employee awarded this position will be required to serve a forty-five (45) work day probationary period. If, in the discretion of the Transportation Supervisor, the employee does not perform satisfactorily during that period, he may be returned to his former position. During the probationary period, his run will be filled by a substitute driver. After that period, the run will be posted as set forth above. The returned driver will be given written reasons for the return.

"Qualified" for Special Education Runs means a driver who:

- a) demonstrates the ability to be flexible and interact appropriately, positively, and safely with special needs students and their parents or care providers;
  - b) meets all of the established requirements for a school bus driver as stated elsewhere in this Agreement;
  - c) is certified or is able to obtain certification within a reasonable period of time in CPR and Basic First Aid techniques;
  - d) has the physical ability to move, load, unload, and secure adaptive equipment in a safe and orderly manner;
  - e) is able to maintain an accurate route book;
  - f) participates in Board required Special Needs training.
- (2) Vocational Education runs shall be filled by seniority. The employee awarded this position will be required to serve a forty-five (45) work day probationary period. If, in the discretion of the Transportation Supervisor, the employee does not perform satisfactorily during that period, he may be returned to his former run. During the probationary period, his run will be filled by a substitute driver. After that period, the run will be posted as set forth above. The returned driver will be given written reasons for the return.

(f) **Special Trips:**

(1) **Postings:**

(a) A list of all special trips shall be posted giving time, date, destination, passengers, and number of vehicles needed at least seventy-two (72) hours in advance of the special trip time. Monday extra runs shall be posted no later than 10:00 a.m. the preceding Thursday morning.

(b) All employees interested in a special trip posted pursuant to paragraph (1) (a), will sign that posting within twenty-four (24) hour following the posting.

(2) **Assignment:**

(a) Within twenty-four (24) hours after the sign up time of paragraph (1) (b) has expired, the Union shall notify the Transportation Supervisor which driver has been awarded the special trip. Such award will be rotated based upon seniority, with any driver refusing a special trip being considered to have taken said trip.

(b) If the Union fails to timely notify the Transportation Supervisor of the assignments, the special trips will be assigned at the Board's discretion.

(c) The Board will pay up to one (1) hour's special trip pay per day to two (2) employees to compensate those who made the assignments on behalf of the Union, under the direction of the Transportation Supervisor.

(3) **Notice:** The employee who is awarded the special trip will be notified by written confirmation placed on the employee's clipboard prior to twenty-three (23) hours preceding the trip's scheduled departure.

(4) Emergency special trips shall not be applied under the rotation system. Emergency special trips are defined as those trips which could not have been reasonably anticipated. If a trip is one which could not have been reasonably anticipated, but is received by the bus supervisor less than the time required for posting, pursuant to subparagraph (1) above, the Transportation Supervisor will assign the trip, if at all, by attempting to contact employees in order of seniority, starting with the person immediately below the person who accepted the last trip. Emergency special trips shall be charged against the original driver who bid for the trip and could not take it. The driver who takes the trip shall be charged. Any driver who refuses the trip after the posting comes down will not be charged.

(g) **Summer Work :** At the end of the academic year, the Board will designate those employees it will regard as being "on call" for summer work. The designation will be by seniority and only

among those who certify their availability to work on an "on call" basis. All employees not so designated will not be "on call" and will not be expected to be available for work until the academic year commences in the fall.

(h) In the event of a temporary vacancy due to the absence of a regular driver, such temporary vacancy shall be filled by a substitute driver, except in the case where the temporary vacancy is in excess of sixty (60) calendar days or it is known in advance that the vacancy will exceed sixty (60) days, in which case the vacancy shall be posted as a temporary vacancy, and filled with the most senior regular driver who bids for such temporary vacancy. The vacancy that is caused by this temporary assignment shall be filled as provided for in Section (c) of this Article. Temporary vacancies are deemed to be temporary as long as the regular bus driver is off the job, but is due or scheduled to report back to his regular run or runs. In the event that it is determined that the regular driver will not be returning to his regular run or runs, those runs will then be considered to be vacant, and will be filled as specified in Section (c) of this Article.

(i) When a new run is established by the Board, such new run shall be posted and filled on the same basis as provided for in Section (c) of this Article.

(j) All open and newly established bus runs are to be posted in the following manner: the type of run, the starting time, and the rate of pay.

(k) **Administration:** Bus requisites will be available for the Chief Steward's review upon reasonable notice.

(l) **Replacement Drivers on Kindergarten and Special Education Runs:** Where the Board selects replacements for kindergarten and Special Education runs from regular drivers, it shall do so as follows:

**Kindergarten Runs:**

(1) Sign up sheet for kindergarten will be posted the first (1st) week of school.

(2) Kindergarten replacement drivers shall be assigned by seniority by the Transportation Supervisor as needed, with the six (6) highest seniority drivers being the principal replacements.

(3) Rotation will occur on a day-to-day basis, except when management is informed five (5) days in advance that a vacancy of two (2) or more days will occur, then the most senior replacement driver will be assigned to fill the vacancy, and the other replacement drivers will continue to rotate. The vacancy will be assigned as noted in paragraph (2) above.



### **Special Education Runs:**

(1) Sign up sheets for Special Education will be posted the later part of the previous school year.

(2) Special Education and Vocational Education drivers may be used on regular runs as replacement drivers when their schedule permits without deviation of their schedule.

(m) If a regular driver must give up their regular run to learn a new run, that driver shall receive the route training rate of pay for one (1) trip to learn the new run.

(n) Mechanic vacancies shall be posted for five (5) days and the most qualified applicant should be placed in the position.

## **ARTICLE IX**

### **LEAVES**

#### **(a) Driver Sick Leave and Other Leaves:**

- (1) Employees will be credited with ten (10) days sick leave at the beginning of the calendar school year. Employees hired after the beginning of the school year will be credited one (1) day per month for the balance of the school year.
- (2) Any of the allowed days not used by employees will be credited to the employee's record and may be accumulated to a maximum of eighty (80) days.
- (3) The Board reserves the right to require a physician's statement upon return from absence because of illness or injury. The Board will exercise this right as stated.
- (4) Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, non-duty related disability, or injury. Sick leave shall also be granted for time required for medical, dental, or optical examinations or treatment where the employee has given the Board three (3) days notice of the date of such examination, or less than three (3) days notice where the delay in notification is solely attributable to the doctor's scheduling requirements.

Whenever an employee anticipates disability which will require extended absence from work, he/she shall furnish the Board with a statement from his/her attending physician stating the approximate date on which disability is anticipated and any restrictions on the nature of work that he/she may perform and/or the length of time that he/she may continue to work prior to the anticipated onset of disability. The employee shall be permitted to work until such time as his/her physician indicates that he/she should be granted sick leave for disability reasons. The employee may return to work upon notification in writing from the employee's physician. The employee shall accumulate seniority for the duration of such leave.

The Board, at its own expense, may utilize a second opinion to verify or to more specifically define any physical limitations, restrictions or accommodations necessary for continuation of or return to work.

(b) **Family Care Leave:**

A leave of absence for a maximum of four (4) days per working year shall be granted with pay for an illness in the immediate family, chargeable against the employee's sick leave allowance.

Immediate family shall be defined as spouse, mother or father, mother-in-law, father-in-law, child, grandchild, sister, and brother

(c) **Drivers Personal Business Days:**

Drivers will be able to charge two (2) personal business days per year against sick leave time.

(d) **Other Leaves:**

- (1) Drivers may, at the discretion of the Board, be granted voluntary leave without pay during the school year, not to exceed fifteen (15) working days. No more than two (2) drivers at one (1) time may be granted voluntary leave. All such requests must be submitted in writing, and the full conditions of the agreement must be in writing well in advance, including the assignment of the employee upon return, and effect, if any, of the leave concerning placement on the Salary Schedule

and seniority. Leave time may be extended or modified by mutual consent.

- (2) When it is determined either by mutual agreement or a doctor's statement, that an employee cannot fulfill the essential functions of his job description with or without reasonable accommodation, the employee will ask for a voluntary unpaid leave of absence, or the Board may place the employee on an involuntary leave of absence. In either case, the employee shall have his/her contractual medical coverage continued in accordance with the Family and Medical Leave Act after which time the employee shall have the opportunity to carry on his fringe benefits at the employee's expense. Leave under this section shall not exceed one (1) year.

To the extent required by the Family and Medical Leave Act (P.L. 103-3), an eligible employee shall be granted leave and other rights specified by the law whether or not the same is specifically enumerated in this Agreement. When leave is taken by an eligible employee under the Family and Medical Leave Act, the District shall likewise enjoy and reserve all rights afforded it by law, whether or not the same are specifically enumerated in this Agreement. The parties intend that the provisions of the Family and Medical Leave Act, including District and eligible employee rights and responsibilities shall be supplementary to this Agreement and shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

- (3) Paid time necessary (not to exceed five (5) days) will be granted for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, if approved by his immediate supervisor. All employees covered by this Agreement shall be granted five (5) working days off with pay for a death in the employee's immediate family. Immediate family shall be defined as spouse, mother, father, mother-in-law, father-in-law, child, sister, and brother. Two (2) days funeral leave will be granted for the death of a grandchild.
- (4) **Military Leave:**
  - (a) Leaves of absence will be granted to employees who are active in the National Guards or a

branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employee(s) are ordered to active duty for emergency reasons, providing such employee(s) make written request for such leaves of absence immediately upon receiving their orders to report for such duty.

- (b) The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
- (5) Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Union, whose duties require his absence from work, shall be granted a leave of absence for the duration of such office or position, not to exceed one (1) term as designated by the Union in writing, or one (1) year if appointed.

**(e) Qualifications for Leaves:**

(1) An employee must be scheduled for two (2) runs per regular work day to qualify for any leave.

(2) All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

(3) An employee who meets all of the requirements as hereinbefore specified, shall be granted a leave of absence without pay, and shall accumulate seniority during the leave of absence, and the employee shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

(4) Each employee covered by this Agreement shall be paid his regular rate of pay for all reimbursable leave days which are provided for under this Agreement.

(f) **Mechanics Sick Leave Days:**

Each mechanic will receive ten (10) sick leave days per year accumulative to a maximum of thirty (30) days for his current sick bank.

The frozen sick bank maximum (accumulated prior to the 1990-91 school year) is 30 days. Frozen sick bank days will only be used in the event that a mechanic's illness or disability exceeds the accumulated days in the current sick bank.

Both current and frozen sick leave banks must be depleted before Short Term Disability Insurance takes over.

(g) (1) **Mechanics Personal Business Days:**

As of the start of the fiscal year, employees with one (1) or more years of service shall be credited with two (2) personal business days to be used in that fiscal year. This may be used for personal business which cannot be conducted on other than a work day according to the following provision:

(a) Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor.

(b) Personal leave is to be used for sound, pressing, and unavoidable reasons only, and its proper use may be subject to verification at the request of the school administration if warranted by the employee's previous attendance record, or if there is legitimate cause to suspect that the leave has been used improperly.

(c) To avoid unanticipated loss of wages, it is advised that the employee consult with their supervisor regarding the propriety of their leave prior to its use. Personal business days are not to be used the last day before a vacation or the first (1st) day after a vacation.

(h) **Jury Duty:** An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Board an amount equal to the difference between the amount of wages (excluding extra runs) the employee otherwise would have earned by working for the Board on that day, and the daily jury duty fee paid by the courts (not including travel allowances or reimbursement of expenses), for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work.

In order to receive payment, an employee must give the



Board prior notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment.

## **ARTICLE X**

### **PROTECTION OF EMPLOYEES**

(a) Limited liability insurance carried by the Board shall protect the employees against civil suits brought against them growing out of reasonable exercise of their regular duties.

(b) All cases of accidents, injury or assault involving employees or students growing out of the exercise of the employee's duties or school activities shall be reported in writing to the Transportation Supervisor promptly.

(c) Complaints by parents, students, or other members of the public directed to an employee shall be called to the attention of the employee as soon as possible.

## **ARTICLE XI**

### **SAFETY**

The Board and employees will cooperate to prevent and eliminate any present or potential safety hazards which exist or occur in their places of work in accordance with the provisions of the Occupational Safety and Health Act, State and Local regulations.

## **ARTICLE XII**

### **JURISDICTION**

Persons who are not covered by the terms of this Agreement may perform work covered by this Agreement only for the purposes of instructional training, experimentation, cases of emergency, and substitution.

## ARTICLE XIII

### CONTRACTUAL WORK

The right of contracting or subcontracting is vested in the Board. The right to contract or subcontract shall not be used for the purpose of undermining the Union, or to discriminate against any of its members, nor shall the use of contracting or subcontracting result in the reduction of the work force employed on the date of the execution of this Agreement.

## ARTICLE XIV

### CONTINUITY OF OPERATIONS

The Union shall not, at any time so long as this Agreement is in effect, authorize, sanction, or condone, nor will any employee take part in any strike, slow-down, stoppage, sit-in, or picketing of the Board. The Union further agrees that it will not, nor will any employee, support or recognize any such activities by other bargaining units.

In the event of any such action on the part of individual employees, the Union officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Union.

Should the Union not adhere to and abide by this provision, it shall be liable for any and all damages, injuries, and costs incurred by the Board. Should the Union fully adhere to this provision, it shall not be so liable.

The Board shall have the right to discipline, including discharge, any member for taking part in any violation of this provision.

## ARTICLE XV

### COMPENSATION

(a) The compensation of employees covered by this Agreement is set forth in Schedule A (Drivers) and Schedule B (Mechanics).

(b) Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fires, epidemics, mechanical breakdowns or health conditions as defined by the City, County, or State

health authorities, will be rescheduled at the discretion of the School Board or the Superintendent. Bus drivers are not required to report on days of school closings not within the control of the school district as described above. Compensation will not be received during the school closing days; however, compensation will be paid (at regular rate of pay) during rescheduled days, or at the end of the school year if the days are not rescheduled.

With regard to "Act of God" days, bus drivers will be compensated for not less than the number of days mandated by the State of Michigan for student attendance (currently one hundred eighty [180] days).

(c) When a special trip has been assigned to an employee, and the employee's services are not needed, the employee will be notified beforehand. If the employee is not notified beforehand and takes his or her vehicle to the designated starting point of the run and is then informed of the cancellation, the employee will be reimbursed for one-half (1/2) the hours allotted for the extra run with a minimum of two (2) hours pay.

(d) Drivers shall be paid for driving school no later than the September following the training.

(e) Mechanics Hours and Work Weeks

(1) The Employer will schedule work between the hours of 6:00 a.m. Monday and 6:00 a.m. Saturday each week where it is reasonable and practicable to do so. Under no circumstances shall the mechanics leave their area except during their unpaid one-half (1/2) hour lunch period. All mechanics should plan to have their break within their own assigned areas, or area. If the meal period is interrupted by a call to duty, the meal periods must be counted as hours worked and shall be paid at the rate of time and one-half (1-1/2). During working hours, no mechanic should have unauthorized visitors or phone calls unless an emergency arises.

(2) The normal work day shall be eight and one-half (8-1/2) consecutive hours which shall include a one-half (1/2) hour unpaid lunch period. The mechanic shall be further entitled to one (1) fifteen (15) minute rest period during the first (1st) four (4) hours of his working day and one (1) fifteen (15) minute rest period during the second (2nd) four (4) hours of his working day; said rest periods shall be taken in the vicinity of the mechanic's work.

(3) A lunch period shall be arranged by the Transportation Supervisor with the objective that said period shall normally occur in the middle of the mechanic's working day; provided, that said lunch periods may be staggered so that there is continuous service available for the efficient operation of the school.

(4) The mechanic shall notify the Transportation Supervisor prior to leaving the building for their lunch period. Mechanics shall punch out whenever they leave the building for personal reasons and punch back in upon return. If this privilege is abused in any way, strict disciplinary measures will be enforced. Offenses would include leaving during the times other than described above and taking more than one-half (1/2) hour lunch break.

(5) Overtime rates will be paid as follows:

Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned. No employee will be required to take time off from their normal work schedule during the work week in place of receiving any overtime compensation.

(6) Distribution of Overtime

When overtime is scheduled, the Transportation Supervisor and Associate Superintendent for Operations will be responsible to see that this time is offered first to mechanics that are assigned to work.

(a) Seniority shall be considered for overtime except in case of an emergency the Transportation Supervisor shall make each assignment.

(b) Equalizing hours among mechanics who work in said area shall also be considered.

(c) The Transportation Supervisor shall share equal time with employees in overtime work.

(d) If overtime is declined by mechanics, other qualified employees in the mechanic seniority classifications under this Agreement will be given an opportunity for overtime work. Such time shall be rotated according to seniority.

(e) If there are no volunteers for overtime, the Board shall have the right to assign reasonable amounts of overtime to mechanics that work in the affected classification(s). Such assignments shall be rotated according to inverse seniority.

(7) Whenever a mechanic is required to return to work after the completion of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half (1-1/2) his regular rate or a minimum of two (2) hours pay at his straight time hourly pay rate, whichever is greater.

## ARTICLE XVI

### WORKERS' COMPENSATION

(a) An employee absent longer than seven (7) calendar days because of a compensable illness or injury incurred as a result of performing services for the Employer shall be covered by the Workers' Disability Compensation Act.

(b) An employee accumulates all benefits, with the exception of wages and paid leave accrual to which he would have been entitled to by virtue of this Agreement, while absent due to compensable cause as though he would have worked, but shall not continue to accumulate benefits after a one (1) year period of being absent due to a compensable cause. The "compensable cause" must have occurred and been properly reported in writing while in the employment of the Charlotte Public Schools.

(c) An employee who is absent because of an injury or disease under the Workers' Disability Compensation Act shall make a written election of one (1) of the following options at the time he/she become eligible for Workers' Compensation benefits:

1. The employee may utilize his/her accumulated sick leave for each day absent, provided that he/she reimburses the Board for the amount of Workers' Compensation benefits received for the corresponding pay period. Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

2. The employee may elect to receive Workers' Compensation benefits only.

3. The employee may elect to receive the difference between his/her regular salary and the amount received as Workers' Compensation benefits. Such difference in salary shall be computed on a percentage basis, and this percentage shall be deducted from the employee's sick leave accumulation. (For example: if Workers' Compensation pays sixty percent [60%] of full pay, sick leave will only pay forty percent [40%], and the sick leave accumulation shall be charged .4 of a day for each day so used.) Employees shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

In the event that the Board's Workers' Compensation carrier determines that such sick leave payments are required to be coordinated under Section 354 of the Workers' Compensation Act, MCLA 418.354, the employee shall receive only the Workers' Compensation benefits for which he/she is eligible.



The Board shall not have responsibility for payment of any Workers' Compensation benefits or wage continuation except as expressly indicated in this Article.

(d) Injuries or diseases compensable under the Workers' Compensation Act must be reported immediately to the personnel office so that instructions may be given on how to proceed relative to billing of medical services, reporting, etc.

(e) An employee who is absent because of an injury or disease compensable under the Workers' Compensation Act, shall not return to work without first presenting notification from a physician that the employee may return to work, subject to verification by a physician selected by the Employer or its Workers' Compensation carrier.

## **ARTICLE XVII**

### **BINDING EFFECTIVE AGREEMENT**

This agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE XVIII**

### **SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

(a) No modification of this Agreement shall be effective unless executed in writing between the parties.

(b) The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

(c) If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any competent jurisdiction or tribunal, or if compliance with or enforcement of any Article or Section of this Agreement should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## ARTICLE XIX

### TERMINATION AND MODIFICATION

(a) This agreement shall be effective as of July 1, 1994, and shall continue in full force and effect until June 30, 1996.

(b) If either party desires to terminate this Agreement, it shall give written notice of termination ninety (90) calendar days prior to the termination date. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.

(c) If either party desires to modify this Agreement, it shall ninety (90) calendar days prior to the termination date, or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this Section, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

(d) The fact that a party has give notice of termination or modification pursuant to paragraphs (b) and (c) above, shall not preclude the other party from presenting proposals to change any or all of the terms of the present Agreement.

(e) Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the Union, International Union of Operating Engineers, Local 547 - A, B, C, E, H - AFL-CIO, 24270 West Seven Mile Road, Detroit, Michigan 48219, and if the Board, addressed to the Charlotte Public Schools, 378 State Street, Charlotte, Michigan 48813, or to any other address the parties may make available to each other.

## ARTICLE XX

### HOLIDAYS

#### (a) Drivers Holidays

(1) Each regular, full-time employee shall receive that employee's regular daily rate of pay for the holidays listed below, provided the employee has worked the scheduled hours on the last scheduled work day prior to the holiday and the first (1st) scheduled work day after the holiday.

(2) The provisions in subparagraph (1) will not apply if such failure to work was due to:

(a) Disability resulting from non-occupational accidental injury or illness to be verified by a doctor's certification if required by the Board.

(b) Death in immediate family (as referred to in Article X (c)).

(c) Excused tardiness for good reasons beyond the control of the employee.

(d) Lay-off for lack of work by the Board within ten (10) working days of the holiday.

(3) The holidays covered by this Article are:

New Year's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Day Before Christmas
Labor Day	Christmas Day

The dates of the holidays to be celebrated are to be set by the Board to coincide with yearly school calendar.

**(b) Mechanics Holidays**

(1) Each mechanic will receive his regular day's pay for the following holidays even though no work is performed:

New Year's Eve Day	Labor Day
New Year's Day	Thanksgiving Day
Good Friday	Day following Thanksgiving
Memorial Day	Day
July 4th	Christmas Eve Day
	Christmas Day

One (1) additional holiday, to be approved by management, if the Friday before Labor Day is granted by the Superintendent to other employee groups in the district.

In the event that any of the above named holidays fall on a Saturday or Sunday, it will be the discretion of the Superintendent to determine when observance of the holiday will occur.

Employees on vacation during a period when a holiday falls, the employee will receive an additional day of vacation with pay.

An employee on paid sick leave will receive pay for the day and such day shall not be deducted from their sick day total upon submitting medical proof of illness.

## ARTICLE XXI

### MISCELLANEOUS

(a) Mandatory State Retirement Fund contributions will be paid by the Board of Education. This does not include voluntary member investment plans.

(b) It is mandatory for all bus drivers to sign up any new students for their regular routes by contacting parents at their homes. The time period for new student sign up will be the first two weeks in August. All sign-up materials shall be returned to the Transportation Supervisor by the end of this time period.

(c) Payroll deductions will be made for Board approved programs at an employee's request.

(d) Initial and renewal fees for CDL's will be paid for by the Board.

(e) Breakdown time will be paid at the special trip rate.

(f) Insurance benefits carried by the Board may be purchased by employees covered by this Agreement where permitted by the insurance carrier.

(g) Raincoats will be made available for personnel required to supervise loading strip.

(h) Drivers will be paid for regular and kindergarten runs only where actual services have been rendered, except as provided elsewhere in this Agreement.

(i) Meetings may be called for the purpose of education, training, or communication each year. These meetings shall be reimbursed at an hourly rate as listed under Board required training and special meetings (Schedule A). All drivers are required to attend.

(j) The District will annually schedule a voluntary in-service day for drivers. Participating drivers will receive compensation equal to one (1) day of regular pay.

(j) All employees shall be expected to complete the necessary State requirements, physical examinations, immunizations, X-rays, and training, etc., as required by the Board. The cost of these

shall be paid by the Board.

(k) In the event that a regular driver is required to train another driver outside of the regular route time, the regular driver and the driver trainee shall be paid the route training rate of pay for all such time.

(l) The Board will attempt to provide reasonable parking facilities for employees.

(m) The Board shall establish a uniform code of conduct pertaining to student discipline, with a copy of such code to be furnished to each employee covered by this Agreement.

(n) Drivers shall not be responsible for washing or fueling their buses.

(o) Space on a bulletin board will be provided for the use of the Union in the employee's work facility. The bulletin board will be used for posting of notices of bona fide Union activities only.

## ARTICLE XXII

### MECHANICS VACATION

(a) One (1) year's service shall receive one (1) week's vacation with pay.

(b) Two (2) through three (3) years service shall receive two (2) weeks vacation with pay.

(c) Four (4) through (9) years service shall receive three (3) weeks vacation with pay.

(d) Ten (10) years or more service shall receive four (4) weeks vacation with pay.

(e) All vacations shall be requested ten (10) working days before being taken, except in cases of emergency.

(f) Mechanics shall submit vacation requests to the Transportation Supervisor for consideration and approval. In case of vacations submitted for the same time period, seniority and advance timing of requests will be considered.

(g) Mechanics will not be granted vacation time during the two (2) week period prior to the opening of the school's fall term. All vacation time must be used within one (1) year from the time it is earned.



**ARTICLE XXIII**

**LONGEVITY**

**(a) Drivers**

Driver longevity pay is to be paid to qualified employees on the first (1st) payday in December.

The rates of pay are as follows:

**Effective July 1, 1994**

After five (5) years of service \$ 50.00  
After ten (10) years of service \$100.00  
After fifteen (15) years of service \$150.00  
After twenty (20) years of service \$200.00  
After twenty-five (25) years of service \$250.00

**Effective July 1, 1995**

After five (5) years of service \$ 75.00  
After ten (10) years of service \$125.00  
After fifteen (15) years of service \$175.00  
After twenty (20) years of service \$225.00  
After twenty-five (25) years of service \$275.00

**(b) Mechanics - (Effective July 1, 1995)**

After five (5) years of service (anniversary of date of hire) - base hourly rate plus (+) eight cents (\$.08) per hour.

After ten (10) years of service (anniversary of date of hire) - base hourly rate plus (+) fifteen cents (\$.15) per hour.

After fifteen (15) years of service (anniversary of date of hire) - base hourly rate plus (+) twenty-two cents (\$.22) per hour.

After twenty (20) years of service (anniversary of date of hire) - base hourly rate plus (+) twenty-eight (\$.28) per hour.

After twenty-five (25) years of service (anniversary of date of hire) - base hourly rate plus (+) thirty-five cents (\$.35) per hour.

## ARTICLE XXIV

### ATTENDANCE INCENTIVE

#### (a) Drivers

The Employer shall provide an attendance incentive for drivers as follows: For each semester with perfect attendance, based upon the Contract year, the employee shall receive a cash bonus of one hundred dollars (\$100.00). This amount shall increase to one hundred fifty dollars (\$150.00) per semester effective July 1, 1995. Perfect attendance shall be defined as no absence other than funeral leave, or approved personal business days.

#### (b) Mechanics

The Employer shall provide an attendance incentive for mechanics as follows: For each six (6) months with perfect attendance, based upon Contract year, the employee shall receive a cash bonus of one hundred dollars (\$100.00). Perfect attendance shall be defined as no absence other than personal business days, funeral leave, or approved vacation.

## ARTICLE XXV INSURANCE

#### (a) Drivers

All drivers covered by this Agreement shall have the option of being covered by the Employer's medical insurance at the school system rate, at the employee's expense.

If an IRS Section 125 plan is approved by the Board, drivers shall be allowed to take part in the health insurance component of the plan.

#### (b) Mechanics

The Board of Education, for the duration of this Agreement, shall make premium contributions, specified below, on behalf of the employees (and eligible dependents) while employed by the district. The employee and the Employer are bound by certification requirements of the carriers.

(1) Upon submission of written application the Employer shall provide Blue Cross/Blue Shield as described in the group

(#1564-001) operating agreement dated August 7, 1990. The Employer will not be obligated to provide duplicate coverage for employees in the school system. The Board's premium obligation shall not exceed \$501.71 (full family); \$448.35 (2 person); \$213.51 (single); per month.

(2) Upon submission of written application, the Employer shall provide group life insurance coverage in the amount of twenty thousand dollars (\$20,000).

(3) **Disability Insurance:** Seventy-five percent (75%) of average weekly earnings for fifty-two (52) weeks; thirty-seven and one-half percent (37 1/2%) for second (2nd) fifty-two (52) weeks; five thousand dollars (\$5,000.00) AD&D. In the event an employee has frozen sick leave, the frozen sick leave will be utilized and then the employee will qualify for disability.

(4) The Employer shall provide dental insurance to include coverage of reasonable charges as follows: seventy-five percent (75%) preventative, seventy-five percent (75%) restorative, and fifty percent (50%) prosthodontics. Each member is entitled to maximum benefits of six hundred dollars (\$600.00) every Contract year.

(5) An employee may purchase (at full cost to employee) additional insurance deductions authorized by the school district during an open enrollment period established by the carrier and the district. The open enrollment period is generally offered during the month of September. Open enrollment information may be obtained at the personnel office.

(6) The Employer shall provide Blue Cross/Blue Shield A-80 Vision Care Program.

## ARTICLE XXVI

### EMPLOYEE INFORMATION

#### QUALIFICATIONS:

(a) To know and observe all laws and regulations relating to bus transportation.

(b) To pass an annual physical examination and TB test.

(c) To have a valid chauffeur's license.

(d) To be reliable and dependable and show mature judgment.

(e) To be able to get along with people and control students.

- (f) To have emotional stability.
- (g) To be between the ages of eighteen (18) and seventy (70).
- (h) To be able to write reports and route lists as requested.
- (i) To be clean and neat in appearance.
- (j) Smoking is prohibited by drivers during all assignments of routes.
- (k) To be able to give first aid emergency treatment.

**DUTIES:**

- (a) To sign up students at the beginning of the school year and keep an accurate record of students riding to and from schools.
- (b) To transport students safely to and from school.
- (c) To drive route assigned and post schedule in bus.
- (d) To attend Bus Drivers School.
- (e) To drive at a safe speed within the legal limits and shall obey all traffic regulations for buses.
- (f) To cooperate with the Transportation Supervisor and mechanics in maintenance and repair of the buses.
- (g) To keep interior of the bus and the windows clean.
- (h) To check the oil, gasoline, water, lights, tires, and clean front and rear windows daily.
- (i) To turn in a time sheet each Thursday p.m. or at the time requested by the Transportation Supervisor.
- (j) To hand in bus routes (maps) for State requirements as well as school and probationary bus driver's use.
- (k) To assume responsibility for supervision of students at exchange areas.
- (l) To report as soon as possible to the administration any action or incident that disrupts the normal bus run.
- (m) Drivers are not permitted to transport their own children or friends unless such persons are regularly assigned passengers on said bus. Permission for this paragraph is subject to approval by Transportation Supervisor only.

(n) Employees are responsible for knowledge of the information presented to them in the Bus Driver's Handbook.

## ARTICLE XXVII

### EMPLOYEE CONDUCT

Although the parties acknowledge the difficulty of completely and precisely defining the proper standards of conduct for each employee, it is recognized that they include the following:

- A. The performance of all duties with reasonable diligence and in a safe and efficient manner.
- B. The prompt notification to the Employer of any known physical or mental condition of the employee which would likely temporarily or permanently impair the ability of the employee to adequately discharge his responsibilities.
- C. The prompt notification of the Employer of defective conditions in the physical facilities or equipment of the District which may cause injury or damage or which may be required in order to provide proper maintenance.
- D. Reporting for duty when assigned and on time.
- E. Reporting for duty in physical and mental condition and status consistent with the ability to properly perform assigned job responsibilities.
- F. The compliance with all applicable laws, regulations, policies, work rules as issued under Article 2 of this Agreement, and directives which are not contrary to law or this Agreement.
- G. Satisfaction of all physical, certification, licensing, and training requirements adopted by the State of Michigan and the Federal Government.
- H. Maintaining a driving record, both on and off-duty, which is reflective of the high standards of care as set by the State of Michigan and this Agreement necessary to the delivery of pupil transportation services. This shall include, but is not limited to, maintaining a driving record which permits the employee to remain eligible for standard coverage (at a standard premium rate) under the Employer's fleet insurance policy. Prior to separating a driver due to ineligibility for insurance coverage at standard rates the Employer shall consider such



alternatives as a leave of absence, assignment to vacant positions not involving vehicle operation, and the availability and cost of fleet coverage from alternative sources.

- I. Not bringing intoxicants or drugs onto or consuming intoxicants or drugs on any school property or reporting for work under the influence of intoxicants or drugs of any kind in any degree whatsoever.

If the Employer has reasonable suspicion that an employee has alcohol or a drug present in his/her body during a duty period, the Employer may require the employee to submit to a drug or breathalyzer test. The test shall be accomplished pursuant to procedures specified by a hospital or laboratory (in Ingham, Calhoun or Eaton County) mutually selected by the Employer and the Union within thirty (30) days after the ratification of this Agreement. During the life of this Agreement, a breathalyzer test may be administered by a qualified operator employed by a county or state law enforcement authority. The Union and the Employer shall review any locally developed procedures for drug testing for possible incorporation in this contract.

ARTICLE XVIII

TERM OF AGREEMENT

- (a) This Agreement shall be effective upon ratification and shall remain in full force and effect until June 30, 1996 when it shall terminate. This Agreement shall not be extended except by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 12th day of June, 1995.

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

By Panel A. Orace  
President

By William Callahan  
Secretary

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 547, AFL-CIO

By R. J. Sallouy  
Business Manager

By Dreg Sromowski  
President

By Joseph J. [Signature]  
Recording/Corresponding Secretary

SCHEDULE A

WAGES

July 1, 1994 - June 30, 1995

Two percent (2%) increase over gross wages paid during the period 7/1/94 through 6/23/95.

July 1, 1995 - June 30, 1996

Bus Drivers - Regular Runs

Drivers will be paid a two (2) hour minimum for regular runs and a two (2) hour minimum for kindergarten runs at the following rates:

Rate per hour for run less than twenty (20) miles	\$ 10.54/hour
Rate per hour for run between twenty (20) miles but less than twenty-five (25) miles	10.68/hour
Rate per hour for run between twenty-five (25) but less than thirty (30) miles	11.41/hour
Rate per hour for run thirty (30) miles and over	11.57/hour
<u>Special Trips and Summer Work</u>	9.58/hour
<u>Vocational Education Runs</u>	11.38/hour
<u>Special Education Bus Runs</u>	11.87/hour
<u>Board Required Training &amp; Special Meetings</u>	7.33/hour
<u>Route Training</u>	5.28/hour
<u>Kindergarten Sign-up Pay</u>	35.00/run

All Other Sign-up Pay

35.00/run

**Probationary Employees:**

Regular Runs

9.00/hour

**Note:** Substitute bus drivers will be paid the same rate as probationary employees. This is for reference only since substitute drivers are not under this agreement.

**SCHEDULE B**

**WAGES**

July 1, 1994 - June 30, 1995

Two percent (2%) increase over gross wages paid during the period 7/1/94 through 6/30/95.

**Mechanics:**

July 1, 1995 - June 30, 1996

Heavy Duty Truck

Six (6) Categories \$ 13.45/hour

Specialty Mechanic

Five (5) Categories \$ 11.97  
Four (4) Categories 11.66  
Three (3) Categories 11.37  
One (1) and Two (2) Categories 11.24

Mechanics Helper

0 Categories 10.07

Categories: One (1) Engine Repair - Gasoline  
Two (2) Engine Repair - Diesel  
Three (3) Drive Train  
Four (4) Brakes and Brake Systems  
Five (5) Suspension and Steering Systems  
Six (6) Electrical Systems

**STATE POLICE INSPECTION INCENTIVE:**

For Charlotte Public Schools fleet: (Effective 7/1/95)

Twenty-five cents (\$.25) per hour for "VERY GOOD" (Second Highest Rating).

Fifty cents (\$.50) per hour for "EXCELLENT" (Highest Rating).

For school districts serviced by Charlotte Public Schools:

Fifteen cents (\$.15) per hour for "VERY GOOD" (Second Highest Rating).

Twenty-five cents (\$.25) per hour for "EXCELLENT" (Highest



Rating).

Payment for this category will be made to mechanics after the district receives written inspection results. Payment will be effective from the time the inspection results are received until the next inspection results are received.

LETTER OF AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 547 - A,B,C,E,H - AFL-CIO

This letter of Agreement shall become effective on July 1, 1995.

Any incentive amounts determined as a part of the Charlotte Public Schools' State Police Inspection for the 1995-1996 school year, shall be rolled in as a permanent part of the Heavy Duty Mechanics' base wage.

This letter of Agreement shall expire on June 30, 1996.

CHARLOTTE PUBLIC SCHOOLS

IUOE-LOCAL 547

BOARD OF EDUCATION

Panel M. Anderson

Bill Schump

William Callahan

Dreg Sromowski

DATE: June 12, 1995

Jennifer L. Hudson  
DATE: \_\_\_\_\_



