

AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS

and the

INTERNATIONAL UNION

of

OPERATING ENGINEERS

LOCAL 324, A, B, C, D, G, H, P, RA, S – AFL-CIO

BUS DRIVERS – MECHANICS

BARGAINING UNIT

July 1, 2011 – June 30, 2012

TABLE OF CONTENTS

AGREEMENT 1
PREAMBLE 1

ARTICLE I 1
UNION SECURITY 1
 Union Recognition 1
 Agency Shop 1
 Union Member 2
 Service Fee Payers 2
 Save Harmless Clause 3
 Check Off 4

ARTICLE II 4
MANAGEMENT RIGHTS 4

ARTICLE III 6
VISITATION 6

ARTICLE IV 6
STEWARDS 6

ARTICLE V 6
GRIEVANCE PROCEDURE 7
 Definitions 7
 Procedure 7
 Step One 7
 Step Two 8
 Step Three 8
 Step Four 9

ARTICLE VI 9
DISCIPLINE AND DISCHARGE 10

ARTICLE VII 10
SENIORITY 10

ARTICLE VIII 12
ASSIGNMENT AND VACANCIES 12
 Definitions 12
 Assignment of Regular Runs 13
 Assignment of Athletic Runs 14

Open Runs.....	15
Special Education Runs	15
Vocational Education Runs.....	16
Special Trips	16
Postings.....	16
Assignment	16
Notice.....	17
Summer Work.....	18
Administration	18
Replacement Drivers for Kindergarten/Special Education.....	18
ARTICLE IX	19
LEAVES	19
Driver Sick Leave and Other Leaves	19
Family Care Leave.....	20
Driver's Sick Days as Personal Business Days.....	20
Other Leaves	20
Military Leave.....	21
Qualifications for Leaves.....	22
Mechanics Sick Leave Days	22
Mechanics Personal Business Days	23
Jury Duty.....	23
ARTICLE X.....	23
PROTECTION OF EMPLOYEES	23
ARTICLE XI	24
SAFETY	24
ARTICLE XII	24
JURISDICTION	24
ARTICLE XIII.....	24
CONTINUITY OF OPERATIONS	24
ARTICLE XIV.....	25
COMPENSATION	25
ARTICLE XV	27
WORKERS' COMPENSATION	27
ARTICLE XVI.....	28
BINDING EFFECTIVE AGREEMENT	28

ARTICLE XVII	28
SCOPE, WAIVER AND ALTERATION OF AGREEMENT	28
ARTICLE XVIII	28
HOLIDAYS	28
Drivers Holidays	28
Mechanics Holidays	29
ARTICLE XIX	30
MISCELLANEOUS	30
ARTICLE XX	31
MECHANICS VACATION	31
ARTICLE XXI	31
LONGEVITY	31
Drivers	31
Mechanics	32
ARTICLE XXII	33
ATTENDANCE INCENTIVE	33
Drivers	33
Mechanics	33
ARTICLE XXIII	33
INSURANCE	33
Drivers	33
Mechanics	33
ARTICLE XXIV	36
EMPLOYEE INFORMATION	36
QUALIFICATIONS	36
DUTIES	36
ARTICLE XXV	38
EMPLOYEE CONDUCT	38
SCHEDULE A	42
WAGES	42
SCHEDULE B	43
WAGES	43

STATE POLICE INSPECTION INCENTIVE	44
LETTER OF UNDERSTANDING	45
LETTER OF UNDERSTANDING	46
LETTER OF UNDERSTANDING	47

AGREEMENT

This Agreement entered into this _____ day of _____, 2011, by and between the Board of Education of the Charlotte Public Schools, Charlotte, Michigan, hereinafter referred to as the "Board" or the "Employer" and the International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, hereinafter referred to as the "Union".

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 Member

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".

(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 agrees to promptly 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.

Nothing in this Article shall be interpreted or applied to require involuntary or passive deduction of employee contributions to political action or other similar funds of the Union or its affiliates. Such deductions shall only be made with the affirmative written and voluntary consent of the employee, on file with the Employer, in accordance with applicable statutory provisions and administrative agency rules.

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 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.
- (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 VIII (D) and (I) 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 initiated or appealed within the specified time limits set forth in that Step 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, the appealing party may automatically appeal the grievance to the next Step of the Grievance Procedure.
 - (c) The time limits provided in this Article are to be strictly observed and shall constitute the limitations period for bringing actions for breach of this contract, whether initiated by the Union and/or an individual employee. Every effort should be made to expedite the process; however, time limits may be shortened, extended or waived at any Step by mutual written 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 within the time limits specified in subsection (B)(1)(a) of this Article. In the event an employee desires that his Steward be present, he shall make this 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 any appeal of 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; (2) the alleged violation(s) of this Agreement; (3) the date on which the events causing the grievance are claimed to have occurred; and (4) 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. The Associate Superintendent for Operations shall issue his decision in writing to the Chief Steward of the Union within five (5) working days of the above meeting.

Step Three:

- (1) Should the grievance remain unresolved after the Associate Superintendent for Operations' decision, the Union shall file any 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 Union be dissatisfied with the disposition of the grievance by the Superintendent, the Union may submit the grievance to arbitration which shall be the sole and exclusive procedure for resolving any asserted breach of this collective bargaining agreement. If the Union desires to submit the grievance to arbitration, it must do so in writing by serving notice on the Employer within fifteen (15) calendar days from the date the decision rendered by the Superintendent is received or was due, whichever date is earlier.
 - (2) The rules of the American Arbitration Association shall govern the arbitration proceedings. If the parties are unable to agree to an arbitrator within ten (10) calendar days of the delivery of the arbitration notice to the Employer, he/she shall be selected under the American Arbitration Association Rules. 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 filed prior to the expiration of this contract may be processed through the Grievance Procedure until resolution.
- (F) The Arbitrator has no right to interpret State or Federal law or to review termination of probationary employees.
- (G) Claim for Back Pay. The Employer shall not be required to pay back wages more than twenty (20) days prior to the date a written grievance is filed.
- (1) All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned or could have reasonably earned less any compensation that he/she may have received from any source during the period of the back pay. For purposes of this provision, "compensation" shall mean: any wages received by the employee attributable to work performed during what would have been the employee's scheduled days and hours of work with the Employer; any unemployment compensation benefits received by the employee which are chargeable to the Employer; any workers compensation benefits received from the Employer or its insurer; any disability insurance benefits received from insurance programs funded by the Employer under this Agreement.

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 sixty (60) work days, taken from and including the first (1st) day of employment. The first "day of employment" is the first day on which the employee operated a vehicle or performed mechanic's work as a member of the bargaining unit. If at any time prior to the completion of the sixty (60) 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 whose probationary period includes days on which the job is not operative, shall work additional days equal to the number of days on which the job is not performed, either because the employee was absent or because the job was not operative. 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. "Date of hire" means the first day on which the employee operated a vehicle or performed mechanic's work as a member of the bargaining unit. This provision shall not change any seniority credited on or before June 30, 2002, as reflected on

the seniority list in effect on that date. In the event that the date of hire of two (2) or more employees is on the same date, the employee whose last name begins with the earlier letter in the alphabet shall be determined to be the more senior employee, and such employees shall be placed on the seniority list on that basis.

- (C) In the event that a probationary employee has driven as a substitute for thirty (30) or more consecutive work days 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 that substitute assignment, upon successful completion of the probationary period. This provision shall not change any seniority credited for substitute prior to June 30, 2002, as reflected on the seniority list in effect on that date.
- (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. Layoffs which occur due to the elimination of one or more routes between school years shall be accomplished through a bid meeting as described in Article VIII(B)(3) of this Agreement. Recall shall be in reverse order of layoff. 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, for up to one (1) year from transfer, 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, Vocational Education 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 Runs:** Bus runs transporting students with disabilities whose Individualized Education Plan (IEP) has designated special education transportation as a related service.

- (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 meets all of the following standards:
 - (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.
 - (c) Satisfies all standards contained in the Regulations issued to implement the Omnibus Transportation Employee Testing Act and implementing Employer policies.
 - (d) Has not been canceled, qualified or limited on the Employer's standard fleet insurance policy. Drivers disqualified under this provision shall be placed on layoff status until the insurance cancellation, qualification or limitation is removed, subject to Article VII (E) of this Agreement.

(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, subject to the following provisions.

- (1) Not later than three (3) weeks prior to the commencement of the school year, drivers shall vote, by a simple majority of drivers in the bargaining unit, on whether or not to bid on regular runs. If the drivers vote to bid on regular runs, the following process will be utilized:

- a) A bid meeting will take place not later than seven (7) work days prior to the date on which pupil transportation services commence at the beginning of the school year.
 - b) Bidding of runs will be governed by seniority and qualifications. Runs will be selected on a seniority basis with the most senior employee who is qualified 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 of the new school year.
- (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.
 - (3) In the event that one or more bus runs from the previous school year has been eliminated, a bid meeting shall be conducted, as described above. The bid meeting shall likewise be utilized to implement any reduction in force and shall prevail over the procedures specified in Article VII(D) of this Agreement. At a bid meeting held due to route elimination, only those driver(s) displaced shall have a right to utilize their seniority to bump into a route held by a less senior bargaining unit member in the same classification. However, Special Education and Vocational Educational drivers who are displaced have the right to bump the least senior regular education driver if there is no bump available in their own classification. Other routes shall not be open or bid at this meeting.
 - (4) Shuttle positions shall be filled by the following means:
 - a) Single route drivers will not shuttle, with the exception of the Annex/Frobel shuttle which will be covered by the lowest seniority driver of the single runs (unless a higher seniority driver with a single run chooses it).
 - b) The four (4) lowest double run drivers, union or non-union, will cover two (2) shuttles each (one (1) high school and one (1) elementary). Once all shuttle openings are filled, through the bid process, this may leave the top senior drivers without a shuttle. This number of non-shuttle drivers may change depending on the need of the number of buses at each school.
 - (5) Single route drivers may be required to perform a second run in an emergency situation if needed and so directed by the Transportation Supervisor, unless

the driver has a reasonable and verifiable excuse. If not an emergency, substitute drivers must first be asked.

(C) Assignment of Athletic Runs:

All known athletic runs assigned to the Transportation Department shall be posted in the spring for the following year. Any new athletic runs shall be posted at the beginning of the school year. Drivers shall indicate their choice in writing to the Union Steward and Transportation Supervisor. Athletic runs shall be awarded in order of seniority until all runs are assigned. When a driver bids on an athletic run, it is expected that the driver will commit to transport that team to all of the team's scheduled events for that sports season.

(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 through the annual bid meeting (if held) or any newly created run.
- (2) If an opening on a regular bus run occurs after completion of the annual bid meeting (if held), the open run shall be bid at a meeting of all interested bargaining unit members as soon as it is practicable. The senior qualified driver in the classification 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 Runs:

- (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 Employer's reasonable judgment, the qualifications of one or more applicant(s) in the special education seniority classification are substantially equal, seniority shall be used to fill the position.
- (2) The employee awarded this position (if not already in the Special Education seniority classification) 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;
- g) has completed certification through a Special Needs Course or comparable training approved by the Employer.

(F) Vocational Education Runs:

- (1) Vocational Education runs shall be filled by seniority and qualifications. 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.

(G) 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 forty-eight (48) 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) hours 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 all previous trip hours and then seniority, with any driver refusing a special trip being considered to have taken said trip. Employees shall not be placed into overtime with such awards unless it is impossible not to do so. A school bus driver must work their previous scheduled route to be eligible to take a field trip. This is regardless of the day or circumstances. All final special trip awards must be ultimately approved by the Transportation Supervisor.
 - (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 Transportation 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 posting comes down will not be charged.
- (5) Special trips for special education students will be rotated among drivers in the Special Education classification. If no Special Education driver is available, the special trip will be assigned to a Special Education replacement driver.

(H) Summer Work:

All employees who certify their availability, in writing, to the Transportation Supervisor by June 1 will be designated as "on call" for summer work. Summer work opportunities will be rotated among the employees so designated.

Drivers in the special education seniority classification will be allocated summer special education runs on the basis of seniority in that classification only. Special education drivers desiring summer assignments will certify their availability, in writing, to the Transportation Supervisor by June 1.

(I) 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 qualified 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 (D) 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 (D) of this Article.

(J) 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 (D) of this Article.

(K) 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.

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

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

(N) Replacement Drivers on Kindergarten and Special Education Runs:

Where the Board selects temporary replacements for kindergarten and Special Education runs from regular drivers, it shall do so as follows:

(1) Kindergarten Runs:

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

ARTICLE IX

LEAVES

(A) Driver Sick Leave and Other Leaves:

- (1) All full-time bus drivers will be credited with eight (8) days sick leave at the beginning of the 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 up to the annual limits.

At the conclusion of a school year (June 30) each bargaining unit member shall have the option, as an attendance incentive, to receive payment for unused sick leave which was credited at the beginning of that school year. The bargaining unit member may choose to receive payment for some unused sick leave days and to add other unused sick leave days to his/her accumulation. Example: The bus driver employee uses one (1) sick leave day during a school year, leaving seven (7) unused days from that year's accumulation. The employee can choose to receive payment (specified below) for all seven (7) unused days, or may elect to add all seven (7) unused days to his/her sick leave accumulation, or may choose to receive payment for some unused days and add the remaining unused days to his/her sick leave accumulation (e.g. receive pay for 4 days and add 3 to accumulated sick leave).

Payment for unused sick leave days under this provision shall be made at the rate of 50% of the employee's regular daily wages, except that employees who have reached the maximum sick leave accumulation set forth in ¶ A (2) below shall receive payment at the rate of 75% of that employee's regular daily wages. If the employee desires to exercise the option to receive payment for unused sick leave, as is described above, he/she must notify the Personnel Coordinator in writing by June 15. Any days for which payment is received shall not be included in the employee's sick leave accumulation.

- (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 fifty (50) days. Bargaining unit members with more than 50 accumulated days as of July 1, 2009, shall be allowed to continue to accumulate past that limit.
- (3) The Board reserves the right to require a physician's statement upon an employee's return from absence because of illness or injury exceeding three (3) work days. However, the Board has the right at any time (whether or not the employee has been absent due to illness or injury for more than three work days) to require a physician's statement of an employee's ability to safely and competently perform his/her job duties so long as the Board pays for the cost of that examination.

- (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, provided that the employee can perform the essential job functions of his/her assignment. The employee may return to work upon notification in writing from the employee's physician stating that the employee is capable of performing all essential job functions. The employee shall accumulate seniority for the duration of such leave.

The Employer, 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. In extenuating circumstances where the employee's immediate family member has a serious health condition and the employee is needed to care for that individual the employee may request up to three (3) additional sick leave days per working year, 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) Driver's Sick Days as Personal Business Days:

Drivers may use two (2) sick leave days per school year for personal business days.

(D) Other Leaves:

- (1) Drivers may, at the discretion of the Employer, be granted voluntary leave without pay during the school year, not to exceed fifteen (15) work days. No more than two (2) drivers at one (1) time may be granted voluntary leave. If more than two (2) drivers request the same day, the earliest request(s) shall have priority. All such

requests must be submitted in writing at least five (5) working days in advance except in emergencies approved by the Supervisor. 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, an eligible 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 Employer 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 Employer 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. A maximum of three (3) days funeral leave will be granted for the death of a grandchild or of a grandparent.

(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 approximately length of leave request. The Employer will notify the Union when an employee is granted an unpaid leave in excess of thirty (30) days.
- (3) While on leave under this Article an employee shall accumulate seniority and shall be entitled to resume his regular seniority status and all job and recall rights at the conclusion of the leave. 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:

- (1) Each full-time Mechanic will receive ten (10) sick leave days per fiscal year (July 1-June 30), accumulative to a maximum of fifty (50) days for his current sick bank. Mechanics beginning work after July 1 will receive a prorated allocation of sick leave days.

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

- (2) At the conclusion of a fiscal year (June 30) each Mechanic shall have the option, as an attendance incentive, to receive payment for unused sick leave which was credited at the beginning of that fiscal year, not to exceed ten (10) days. The Mechanic may choose to receive payment for some unused sick leave days and to add other unused sick leave days to his/her accumulation. Example: A Mechanic uses one (1) sick leave day during the fiscal year (July 1-June 30), leaving nine (9) unused days from that year's accumulation. The Mechanic can choose to receive payment (specified

below) for all nine unused days, or may elect to add all nine (9) unused days to his/her sick leave accumulation, or may choose to receive payment some unused days and add the remaining unused days to his/her sick leave accumulation (e.g., receive pay for five days and allocate four to accumulated sick leave)

Payment for unused sick leave under this provision shall be made at the rate of 50% of the Mechanic's regular daily wages. However, if the Mechanic has seven (7) or more years of seniority and has reached the maximum sick leave accumulation of forty (40) days, payment shall be made at the rate of 75% of the Mechanic's regular daily wages. If the Mechanic desires to exercise the option to receive payment for unused sick leave, as is described above, he/she must notify the Personnel Coordinator in writing by June 15. Any days for which payment is received shall not be included in the Mechanic's sick leave accumulation.

(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) 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.
- (B) 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.
- (C) The Board agrees to pay the premium amount for limited liability insurance coverage (fleet and general liability) for the employee while he/she is engaged in the performance of a governmental function and while acting within the scope of his/her authority. The policy limits for these insurance coverages will be not less than in effect on July 1, 1996, for the life of this Agreement. The Board's obligation shall be limited to payment of the insurance premium.

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

Employees of the Employer 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

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 XIV

COMPENSATION

- (A) The compensation of employees covered by this Agreement is set forth in Schedule A (Drivers) and Schedule B (Mechanics).
- (B) Scheduled days and hours 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. However, compensation at the regular, scheduled rate of pay will be received during those school closing 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 ($\frac{1}{2}$) the hours allotted for the extra run with a minimum of two (2) hours pay.
- (D) Drivers shall be paid for time spent in attendance at driving school at the training/special meeting rate.
- (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 ($\frac{1}{2}$) 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 time and one-half ($1\frac{1}{2}$). 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 (8½) consecutive hours which shall include a one-half (½) 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 mechanics shall notify the Transportation Supervisor and punch out prior to leaving the building for their lunch period.

Mechanics shall punch out whenever they leave the building (with prior supervisory approval) 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 (½) hour lunch break.

- (5) Overtime rates will be paid as follows:

Time and one-half (1 ½) 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. However, by mutual prior agreement the employee and supervisor may agree to compensatory time (at 1 ½ hours of compensatory time for each overtime hour worked) as an alternative to monetary payment for overtime.

- (6) Distribution of Overtime

When overtime is scheduled, the Transportation Supervisor will be responsible to see that this time is offered as follows:

- (a) Seniority rotation shall govern the assignment of overtime, except in case of an emergency the Transportation Supervisor shall make the necessary assignment.
- (b) The Transportation Supervisor shall have the right to share equal time with Mechanics in overtime work.

- (c) If there are no volunteers for overtime, the Board shall have the right to assign reasonable amounts of overtime to Mechanics. 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 and leaving the Employer's premises, he shall receive pay for the actual time worked at time and one-half (1 ½) his regular rate or a minimum of two (2) hours pay at his straight time hourly pay rate, whichever is greater.
- (8) Drivers shall receive a Sixty-Six Dollar (\$66.00) off schedule safety bonus to be paid the last September paycheck if, during the previous school year, the respective driver received no moving violation, completed all trip inspections and related paperwork, and was not involved in an accident or student injury due to the driver's negligence.

ARTICLE XV

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 becomes 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 XVI

BINDING EFFECTIVE AGREEMENT

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

ARTICLE XVII

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 XVIII

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 IX (D) (3)].
 - (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 Eve Day	Thanksgiving Day
New Year's Day	Day After Thanksgiving
Good Friday	Day Before Christmas
Memorial 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 After Thanksgiving
Memorial Day	Christmas Eve Day
July 4 th	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 XIX

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 students 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.
- (K) All employees shall be expected to complete the necessary State and Federal requirements, physical examinations, drug/alcohol tests (as required by law), immunizations, X-rays, and training, etc., as required by the Board. The cost of these shall be paid by the Board.
- (L) 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.
- (M) The Board will attempt to provide reasonable parking facilities for employees.
- (N) 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.
- (O) Space on 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.

ARTICLE XX

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 XXI

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:

- After five (5) years of service \$100.00
- After ten (10) years of service \$150.00
- After fifteen (15) years of service \$225.00
- After twenty (20) years of service \$300.00
- After twenty-five (25) years of service \$400.00

(B) Mechanics

After five (5) years of service (anniversary of date of hire) - base hourly rate plus (+) eleven cents (\$.11) per hour.

After ten (10) years of service (anniversary of date of hire) - base hourly rate plus (+) eighteen cents (\$.18) per hour.

After fifteen (15) years of service (anniversary of date of hire) - base hourly rate plus (+) twenty-five cents (\$.25) per hour.

After twenty (20) years of service (anniversary of date of hire) - base hourly rate plus (+) thirty-one cents (\$.31) per hour.

After twenty-five (25) years of service (anniversary of date of hire) - base hourly rate plus (+) thirty-eight cents (\$.38) per hour.

ARTICLE XXII

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 (July 1-June 30), the employee shall receive a cash bonus of two hundred dollars (\$200.00) per semester. 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 (July 1-June 30), the employee shall receive a cash bonus two hundred dollars (\$200.00). Perfect attendance shall be defined as no absence other than personal business days, funeral leave, or approved vacation.

ARTICLE XXIII

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, provided enrollment is allowed by the insurance underwriter, carrier, policyholder and third party administrator.

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 with their benefits funded entirely through payroll deduction. If payroll deductions are insufficient to satisfy premium amounts, drivers must pay the difference to the Business Office of the Employer by the established premium due date.

(B) Mechanics

The Employer shall continue to make premium contribution payments to the designated health insurance carrier from June 1, 2011 through June 30, 2012, in an amount which shall not exceed: (1) single subscribers shall receive \$412 total per month, (2) two party subscribers shall receive \$901 total per month, and (3) full family subscribers shall receive \$1047 total per month.¹ This plan shall not include any specifications for

¹The selection of the carrier for this plan was made after solicitation of bids, in accordance with the Public Employee Health Benefits Act.

coverages which are prohibited under Section 166d of the State School Aid Act or its successor provision(s). The Board's premium obligation until a new contract is reached shall not exceed the amounts listed above. Each employee who utilizes health insurance shall contribute any remainder of the premium owed per month. The current premium rates for the existing health insurance shall continue through September 30, 2009. The Union shall be supplied with the new premium rates within five (5) business days of the employer receiving notice of the new rates from the insurance company. Any amounts required to maintain coverage higher than the above-referenced levels shall be payroll deducted from the wages of that individual.

Coverage will be PHP or a comparable plan as determined by the District.

The Union is permitted to seek alternative insurance during the term of the agreement. The District's acceptance of alternative insurance recommended by the Union shall be by mutual agreement with the administration.

Any premium amounts for which the Mechanic is responsible shall be payroll deducted from the Mechanic's wages. A Mechanic's election to participate in such insurance programs shall constitute authorization by the Mechanic and under this Agreement to make the required premium deductions (beyond the Board premium, subsidy, as specified above) from the Mechanic's wages.

- (1) Mechanics who are enrolled in any hospitalization or medical insurance coverage from any outside source or through another employee of the Board shall not be concurrently eligible for health premium contributions by the Board as set forth in this Article.

A mechanic enrolled in such other hospitalization or medical insurance coverage as described above, or who otherwise elects to waive, in writing, enrollment in the health/medical plan described in paragraph (B)(1) of this Article shall be permitted to elect to receive \$300 per month in cash through the Section 125 plan established and administered by the Employer.

In the event that an eligible bargaining unit member waives available coverage(s) under the Section 125 Plan and thereby elects to receive additional compensation pursuant to the terms of the Plan, any direction of that compensation to a tax-deferred annuity under Section 403(b) of the Internal Revenue Code or within the meaning of Section 1224 of the Revised School Code shall be regarded as a voluntary and elective contribution made by the employee through salary reduction.

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

- (3) Long Term Disability Insurance: Sixty-Six and two-thirds percent (66 2/3%) of average weekly earnings; \$2,000 minimum per month benefit, with a sixty (60) calendar day wait.
- (4) The Employer shall make premium payments for 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) Any employee may purchase (at full cost to employee) additional insurance deductions authorized by the 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 make premium payments for a vision care program.
- (7) Employees newly hired by the Board shall be eligible for Board-paid insurance premium upon acceptance by the insurance carrier of the written application.

When employee is interrupted by layoff, discharge, quit, retirement, leave of absence or any other reason, all Employer-paid insurance coverage continues only for the balance of the month in which such termination occurs, unless required by law.

- (8) Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change.
- (9) The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The bargaining unit member is responsible for assuring completion of all forms and documents required for his/her enrollment and participation in the above-described insurance programs.

The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Any and all disputes regarding coverage and claims processing with respect to the foregoing insurance plans shall be solely between the eligible bargaining unit member and insurance carrier, policyholder and/or third party administrator. Any disputes relative to the administration and/or operation of the Charlotte Public Schools Cafeteria Plan shall be resolved in conformance with the Claims Procedure and Appeal of Denied Claims sections of that Plan. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

- (10) The insurance year for all premium adjustment and contribution purposes shall be the school fiscal year, July 1 - June 30.
- (11) Health plans specifications shall not include coverage for abortion services which the Board is prohibited from funding under Section 166d of the State School Aid Act. Alternatively, the bargaining unit members taking health coverage may elect, as a group, to defray the cost of these services through payroll deduction from their compensation.
- (12) The parties agree to examine health care costs and alternative coverages. Upon request of either party, a meeting will be convened between Employer and Union representatives to consider proposals for alternative health coverage having decreased premium costs.

ARTICLE XXIV

EMPLOYEE INFORMATION

QUALIFICATIONS:

- (A) To know and observe all laws and regulations relating to bus transportation.
- (B) To pass an annual physical examination, as well as required drug and alcohol tests.
- (C) To have a valid chauffeur's license with proper endorsement.
- (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 at least twenty-one (21) years of age.
- (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 at all times on school grounds, vehicles or facilities.
- (K) To be able to give first aid emergency treatment.
- (L) To meet all other job qualifications and employee conduct requirements set forth in this Agreement.

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 perform a pre-trip inspection of the school bus, including a check of the fluids, fuel, water, lights, tires, and clean front and rear windows daily.
- (I) To turn in a time sheet at the time requested by the Transportation Supervisor.
- (J) To hand in bus routes (maps), as approved by the Transportation Supervisor, 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 of Transportation Supervisor only.
- (N) Employees are responsible for knowledge of the information presented to them in the Bus Driver's Handbook.

ARTICLE XXV

EMPLOYEE CONDUCT

- (A) 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:
1. The performance of all duties with reasonable diligence and in a safe and efficient manner.
 2. 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. In such instances the Employer's responsive action may include (but is not limited to) additional testing and training as it deems necessary.
 3. 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.
 4. Reporting for duty when assigned and on time.
 5. Reporting for duty in physical and mental condition and status consistent with the ability to properly perform assigned job responsibilities.
 6. The compliance with all applicable laws, regulations, policies, work rules as issued under Article II of this Agreement, and directives which are not contrary to law or this Agreement.
 7. Satisfaction of all physical, certification, licensing, and training requirements adopted by the State of Michigan and the Federal Government.
 8. 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.

9. 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. 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.

- B. Bargaining unit members may be evaluated at least once per school year. When evaluations are completed, employees will be so notified. A meeting to review the evaluation shall be held when requested by either the employee or the Transportation Supervisor. If the employee and the Transportation Supervisor disagree with the content of the evaluation, the employee has the right to request a meeting with the Transportation Supervisor, Union Steward and the Associate Superintendent for Operations. Upon completion of that meeting, the employee shall sign the evaluation and it will be entered into the employee's personnel file. The decision made at the meeting will be final.

ARTICLE XXVI

TERMINATION AND MODIFICATION

- (A) This agreement shall be effective as of July 1, 2011 and shall continue in full force and effect until June 30, 2012. This Agreement shall not be extended except by written agreement of the parties.
- (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 given 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 324 - A, B, C, D, G, H, P, RA, S - AFL-CIO, 500 Hulet Drive, Bloomfield Township, MI, 48302 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.
- (F) Emergency Financial Manager: Should an emergency manager be appointed to the District pursuant to the Local Government and School District Fiscal Accountability Act, he/she shall have authority to reject, modify or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision has been added because it is required by state law.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this ____ day of _____, 2011.

FOR THE BOARD:
Charlotte Public Schools
378 State Street
Charlotte, Michigan 48813

FOR THE UNION:
International Union of Operating Engineers,
Local 324 – A, B, C, D, G, H,
P, RA, S – AFL-CIO
500 Hulet Drive
Bloomfield Township, Michigan 48302

President

John M. Hamilton,
General Vice President and Business Manager

Secretary

Steve Minella,
President

Thomas Scott,
Recording-Corresponding Secretary

**SCHEDULE A
WAGES**

7/1/11-6/30/12

Bus Drivers-Regular Runs

Drivers will be paid a two (2) hour minimum for regular runs for kindergarten runs; and a three (3) hour minimum where the Employer temporarily splits an existing regular run among the other existing regular runs to cover for a staff shortage.

Rate per hour for run less than twenty (20) miles	\$13.75
Rate per hour for run between twenty (20) miles but less than twenty-five (25) miles	\$13.94
Rate per hour for run between twenty-five (25) but less than thirty (30) miles	\$14.88
Rate per hour for run thirty (30) miles and over	\$15.10
<u>Special Trips and Summer Work</u>	\$12.12/hr.
<u>Vocational Education Runs</u>	\$14.85/hr.
<u>Special Education Bus Runs</u>	\$15.06/hr.
<u>Board Required Training & Special Meetings</u>	\$9.13/hr.
<u>Bus Washing</u>	\$10.00/hr.
<u>Route Training</u>	\$7.40/hr.
<u>Kindergarten Sign-up Pay</u>	\$19.38/hr.
<u>All Other Sign-up Pay*</u>	\$19.38/hr.
<u>Posting Rate**</u>	\$12.13/hr.

* This work shall be limited to telephonic interaction and shall be limited each year to two hours maximum for single runs, four hours maximum for double runs, and two hours maximum for kindergarten runs.

**Time permitted for posting available runs shall be capped at 100 hours per each school year. In the event that a member of the bargaining unit refers an applicant to the Employer for a bargaining unit position and if that applicant is hired and successfully completes his/her probationary period, the referring bargaining unit member shall receive a one-time off schedule payment of \$100. The identity of the referring bargaining unit member (if any) shall be determined by reference to the employment application.

SCHEDULE B

WAGES

Mechanics 7/1/11-6/30/12

Heavy Duty Truck

Six (6) Categories \$20.17/hr.

Specialty Mechanic

Five (5) Categories \$15.63/hr.

Four (4) Categories \$15.22/hr.

Three (3) Categories \$14.87/hr.

One (1) and Two (2) Categories \$14.68/hr.

Mechanic's Helper

0 Categories \$12.95/hr.

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

Driver Training Responsibilities: \$1.00 above Mechanic Helper's hourly rate for time worked on direct driver training.

STATE POLICE INSPECTION INCENTIVE:

For Charlotte Public Schools fleet:

Twenty-five cent (\$.25) per hour for Mechanic; Fifteen cents (\$.15) per hour for Mechanic's Helper for "VERY GOOD" (Second Highest Rating).

Fifty cents (\$.50) per hour for Mechanic; Twenty-five cents (\$.25) per hour for Mechanic's Helper for "EXCELLENT" (Highest Rating).

For school districts serviced by Charlotte Public Schools:

Fifteen cents (\$.15) per hour for "VERY GOOD" (Second Highest Rating) for both Mechanic and Mechanic's Helper.

Payment for this category (i.e., other school districts) will be made to Mechanics and Mechanic's Helper(s) 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 and shall not be folded into the scheduled wages above.

Payment for State Police Inspection Incentive for Charlotte Public Schools' fleet will no longer be rolled in as a permanent part of the Heavy Duty Mechanic's base wage although previously rolled in amounts (i.e. before June 30, 2000) shall remain part of the Heavy Duty Mechanic's base wage.

The Inspection Incentive will not be based on any buses over twelve (12) years old.

In the event that a member of the bargaining unit refers an applicant to the Employer for a bargaining unit position and if that applicant is hired and successfully completes his/her probationary period, the referring bargaining unit member shall receive a one-time off schedule payment of \$100. The identity of the referring bargaining unit member (if any) shall be determined by reference to the employment application.

LETTER OF UNDERSTANDING
between
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

This Letter of Understanding shall continue to be effective on July 1, 2011 and shall become part of the 2011-2012 collective bargaining agreement between the District and the Union.

Bus Washing: Drivers may bid for bus washing duties annually, as determined by the supervisor. The top two (2) senior drivers shall be assigned bus washing duties, with the balance of drivers who bid being substitutes. Drivers performing duties shall be paid at a rate of \$10.00/hr.

The provisions of this Letter of Understanding shall continue in full force and effect until expiration [sic] the 2011-2012 Master Agreement between the District and the Association.

The date of execution of this Letter of Understanding is _____.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

INTERNATIONAL UNION OF
OPERATING ENGINEERS

-

Date: _____

Date: _____

LETTER OF UNDERSTANDING
between
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

This Letter of Understanding shall continue to be effective as of July 1, 2011 and shall become part of the 2011-2012 collective bargaining agreement between the District and the Union.

The Supervisor of Transportation and/or his/her Supervisor have authority to assign shuttle runs to the lowest senior bargaining unit members with double runs.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

INTERNATIONAL UNION OF
OPERATING ENGINEERS

-

-

Date: _____

Date: _____

LETTER OF UNDERSTANDING
between
CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION
and
INTERNATIONAL UNION OF OPERATING ENGINEERS, AFL-CIO

This Letter of Understanding shall continue to be effective as of July 1, 2011.

It is agreed by both parties that the following language be incorporated into the successor Master Agreement between the District and the Association under Article XIV Compensation Paragraph (E), Section (4):

Notwithstanding any contrary provisions within this Article, the District may add one (1) part-time position, and otherwise schedule employees within those positions for less than eight and one-half (8.5) consecutive hours, which is defined as the "normal work day" for full-time members of the Union's bargaining unit. In the event that the Employer schedules the part-time position for four (4) or less hours per day, the incumbent of that position shall be entitled to one (1) fifteen minute rest period during that tour of duty and shall not be entitled to a lunch period otherwise provided by this Agreement. Notwithstanding any contrary provision of this section, the Employer shall have the right to assign the incumbent of any part-time position to an alternative work schedule between the hours of 6:00 am Monday and 8:00 pm Sunday.

- (a) Paid leave which is allocated under Article IX of this Agreement as sick leave, funeral leave, or personal business days shall be credited based upon the number of hours the part-time incumbent is scheduled to work at the time it is accrued. For example, if the employee is scheduled to work four (4) hours per day, a "day" of sick leave, bereavement leave, or personal business leave will be accrued at a rate of four (4) hours per day and paid at that rate. Should the incumbent of a part-time position subsequently be placed on a full-time (i.e., 40 hours per week schedule), his/her accumulated leave (if any) accrued as a part-time employee shall be equated to full-time (e.g., eight (8) hour days at the time of the job transfer). (Example: If the part-time incumbent had 10 hours of sick leave accumulated at the time of the transfer, this would equate to 40 hours or five days of leave as a full-time employee). Consistent with Article XVII, holiday pay for which any part-time employee is eligible will be based on his/her scheduled number of work hours per day.
- (b) Part-time employees shall not be covered by the provisions of Article XXIII/Insurance as long as he/she is regularly scheduled to work less than 35 hours per week. Part-time employees also will be eligible for pro-rated vacation time.

The provisions of this Letter of Understanding shall continue in full force and effect upon expiration of the current Master Agreement (June 30, 2010), and the terms and conditions shall be incorporated into the successor Master Agreement between the District and the Association.

The date of execution of this Letter of Understanding is _____, 2011.

CHARLOTTE PUBLIC SCHOOLS
BOARD OF EDUCATION

INTERNATIONAL UNION OF
OPERATING ENGINEERS

Date: _____

Date: _____

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