

# AGREEMENT

*between the*

## CHARLOTTE PUBLIC SCHOOLS

*and the*

## INTERNATIONAL UNION of OPERATING ENGINEERS LOCAL 547 - A, B, C, E, G, H, P - AFL-CIO

### BUS DRIVERS/MECHANICS BARGAINING UNIT



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### JULY 1, 2005 - JUNE 30, 2007

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**AGREEMENT**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2005, 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 547 - A, B, C, E, H - AFL-CIO, hereinafter referred to as the "Union".

**PREAMBLE**

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

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

- 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**

### 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 (15<sup>th</sup>) 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.

- (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 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.

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.



## 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 (1<sup>st</sup>) 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.

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 (1<sup>st</sup>) working day after the expiration of a leave of absence without a reasonable excuse acceptable to the Board;
  7. He fails to report to work following a lay-off within three (3) working days after he is notified to do so-in person, by telephone, by telegram, or by certified or registered mail sent to his address of record with the Board. It shall be the obligation of the employee to supply the Board with a current address;
  8. He is absent from work, without permission, for three (3) consecutive scheduled work days, or;
  9. He is on sick leave of absence for a period of three (3) years, or the length of his seniority, whichever is less;
  10. Should the driver accept other employment and would be unable to fulfill his/her assignment, the person shall be considered terminated.
- (F) Seniority shall be retained, but shall not accumulate for the employee who transfers to a supervisory position, with that employee having the right to exercise the seniority that he had accumulated while he was a member of the bargaining unit, and return to the bargaining unit, in the event that such employee vacates his supervisory position.
- (G) The Employer shall provide the Union with and post a copy of the seniority list by October 1<sup>st</sup> 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

**(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:

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.

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 (1<sup>st</sup>) week of school.

## ARTICLE IX

### LEAVES

- (A) **Driver Sick Leave and Other Leaves:**

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) Drivers Personal Business Days:**

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

**(D) Other Leaves:**

(1) Drivers may, at the discretion of the 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.

- (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 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.

**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 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 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. Compensation will not be received during the school closing days or hours; however, compensation will be paid (at regular rate of pay) during rescheduled days or hours, or at the end of the school year if the days are not rescheduled but only if the District receives full state financial aid for the days and hours that are not rescheduled.

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

- (C) When a special trip has been assigned to an employee, and the employee's services are not needed, the employee will be notified beforehand. If the employee is not notified beforehand and takes his or her vehicle to the designated starting point of the run and is then informed of the cancellation, the employee will be reimbursed for one-half ( $\frac{1}{2}$ ) 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 ( $8\frac{1}{2}$ ) consecutive hours which shall include a one-half ( $\frac{1}{2}$ ) hour unpaid lunch period. The mechanic shall be further entitled to one (1) fifteen (15) minute rest period during the first ( $1^{\text{st}}$ ) four (4) hours of his working day and one (1) fifteen (15) minute rest period during the second ( $2^{\text{nd}}$ ) four (4) hours of his working day; said rest periods shall be taken in the vicinity of the mechanic's work.

- (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.

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

**ARTICLE XVII**

**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.

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.

- (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 XXI**

**LONGEVITY**

**(A) Drivers**

Driver longevity pay is to be paid to qualified employees on the first (1<sup>st</sup>) 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 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 deduction 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, for the duration of this Agreement, shall make premium contributions, specified below, on behalf of the employees in the Mechanic classification (and eligible dependents) will employed by the District. The employee and the Employer are bound by certification requirements of the carriers.

- (1) Upon submission of written application, the Employer shall make premium payments for "SET-SEG Blue Choice 10/20" health insurance.

The Board's premium obligation for the period July 1, 2005 - June 30, 2007 shall not exceed 90% of the monthly premium. Each employee who utilizes health insurance shall contribute 10% per month towards the cost of their insurance.

Phase in of health insurance for Mechanic's Helper:

At the beginning of the first year of employment – eligible for single subscriber (10% co-pay as stated above).

At the beginning of the second year of employment – eligible for two-party (10% co-pay as stated above).

At the beginning of the third year of employment – eligible for full family (10% co-pay as stated above).

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.

- (10) 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.

- (11) The insurance year for all premium adjustment and contribution purposes shall be the school fiscal year, July 1 - June 30.
- (12) 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.
- (13) 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.

- (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 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.


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.

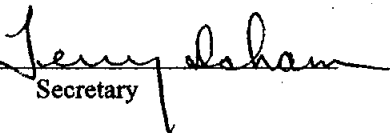
IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

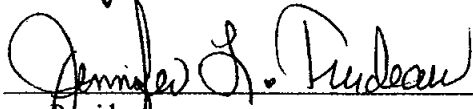
CHARLOTTE PUBLIC SCHOOLS

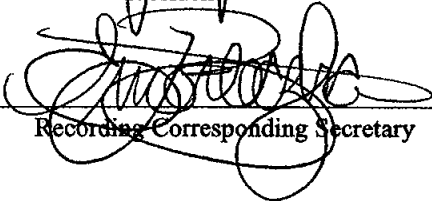
INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 547, AFL-CIO

By   
President

By   
Business Manager

By   
Secretary

By   
President

By   
Recording Corresponding Secretary

**WAGES**

<b>Mechanics</b>	<b>7/1/05- 6/30/06</b>	<b>7/1/06- 6/30/07</b>
<u>Heavy Duty Truck</u>	(2% added to all 2004-2005 hourly rates, specified below)	(2% added to all 2005-2006 hourly rates)
Six (6) Categories	\$18.86	\$19.24
<u>Specialty Mechanic</u>		
Five (5) Categories	\$14.61	\$14.90
Four (4) Categories	\$14.23	\$14.51
Three (3) Categories	\$13.90	\$14.18
One (1) and Two (2) Categories	\$13.72	\$13.99
<u>Mechanic's Helper</u>		
0 Categories	\$12.34	\$12.34

<u>Categories:</u>	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.

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

This Letter of Understanding shall become effective on \_\_\_\_\_, 2005 and shall become part of the 2005-2006 collective bargaining agreement between the District and the Union.

It is agreed that both parties recognize the current contract language, Article XIX Miscellaneous, ¶ O "Drivers shall not be responsible for washing or fueling their buses". Charlotte Public Schools agrees to expressly follow this contract language as stated.

Provided, it is understood that fueling of buses may be accomplished using the following options:

- 1.) Mechanics Helper and Mechanics may accomplish fueling as is currently permitted per the Master Agreement, and
- 2.) From a list of bus drivers volunteering to fuel buses, the top four senior drivers will be chosen to alternate fueling responsibilities every week. Two drivers will be assigned to assist fueling buses one week and the other two drivers will be assigned to assist in fueling buses the next week, and so on. This rotation will continue throughout the year. All other drivers on the list will become alternates for fueling in case of absences. Drivers fueling buses will be paid \$10 per hour for all hours spent fueling.

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 the Special Trips and Summer Work rate.

If the District changes fueling procedures, the parties will negotiate concerning wages, hours and working conditions regarding this issue.

The provisions of this Letter of Agreement shall continue in full force and effect until expiration the 2005-2006 Master Agreement between the District and the Association.

The date of execution of this Letter of Understanding is \_\_\_\_\_.

CHARLOTTE PUBLIC SCHOOLS  
BOARD OF EDUCATION

*Ron Schuffert*  
*Henry Johnson*

Date: Nov. 14, 2005

INTERNATIONAL UNION OF  
OPERATING ENGINEERS

*Bo Salby*

Date: 12/07/05