AGREEMENT

between

CHARLOTTE PUBLIC SCHOOLS

and the

CHARLOTTE BUS DRIVERS MECHANICS BARGAINING UNIT

July 1, 2026 – June 30, 2028

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AGREEMENT

This Agreement entered into this 8th day of June, 2026, 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 Charlotte Bus Drivers – Mechanics Bargaining Unit, hereinafter referred to as the "Unit".

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
UNIT RIGHTS

Unit Recognition

(A) The Employer hereby recognizes the Unit 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, permanent float driver, mechanics helpers, crossing guards, and mechanics employed by the Employer, excluding all other third-party contractors and employees including but not limited to those employees who are supervisory, substitute, summer, co-op, or similarly limited employees.

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 Unit 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, and

(P) To enter into third-party service agreements for necessary services, on the condition that such services do not displace a qualified bargaining unit member that is available and able to complete the necessary services.

(Q) Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

(R) Determine whether to enter into intergovernmental agreements to collaborate, consolidate or jointly preform functions or services, and the impact of the decisions on employees.

The rights of the Unit 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 Unit, and the presentation of proper credentials and notification of the Transportation Supervisor, Officers or accredited Representatives of the Unit 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 Chief Steward and an Alternate Steward who shall be chosen or selected in a manner determined by the employees and the Unit, and whose names shall be made known to the Board in writing.

(B) Arrangements may be made to allow the Chief Steward or Alternate Steward reasonable 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 Steward 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, phone number, address, and assignment of a newly hired bargaining unit 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 filed 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 Unit 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 Unit 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/her Steward be present, he/she shall make this request through the supervisor, and the supervisor shall send for the Steward.

Step Two:

(1) In the event the grievance is not settled orally by the supervisor, the Steward shall submit any appeal of the grievance in writing to the Associate Superintendent of Business and Operations within five (5) working days from the date of the oral presentation. The grievant and the Steward, or his/her designee, 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, including the specific section implicated by the alleged violation(s); (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 of Business and Operations or designee shall meet with the Steward, or his/her designee, at a time mutually agreeable to them, but no later than fifteen (15) working days following the date of the receipt of the appeal. If the Steward or designee fails to respond to the Associate Superintendent's attempts to meet before the fifteen (15) working days has expired, the grievance shall be considered abandoned by the Unit. The Associate Superintendent or designee shall issue her decision in writing to the Steward within ten (10) working days of the above meeting.

Step Three:

(1) Should the grievance remain unresolved after the Associate Superintendent of Business and Operations' decision, the Unit shall file any appeal in writing to the Superintendent, within five (5) working days of the date the decision of the Associate Superintendent was due. The appeal shall state the reason or reasons why the decision of the Associate Superintendent was not satisfactory.

(2) The Superintendent or designee shall meet with a Steward of the Unit at a time mutually agreeable to them, but no later than fifteen (15) working days following receipt of the appeal. If, following reasonable attempt to fund a mutually agreeable time to meet, the Steward or designee fails to respond before the fifteen (15) working days has expired, the grievance shall be considered abandoned by the Unit.

(3) The Superintendent or designee shall then give their decision in writing to the Steward of the Unit within ten (10) working days of the meeting.

Step Four:

If the grievance is not resolved through Step Three, then either party may within ten (10) working days of the Unit's receipt of the Step Three decision, request the assistance of a Michigan Employee Relations Commission (MERC) mediator. Such mediation will commence as soon as possible. The cost of such mediation will be split evenly between both parties. The parties may agree to waive mediation. If mediation results in a satisfactory resolution of the grievance, then the parties shall reduce it to writing. This step will run simultaneously with Step Five.

Step Five:

(1) Should the Unit be dissatisfied with the disposition of the grievance by the Superintendent, the Unit 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 Unit desires to submit the grievance to arbitration, it must do so in writing by serving notice on the Employer within fifteen (15) working 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. The process shall also comply with the Michigan Uniform Arbitration Act PA 371 of 2012. 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, the arbitrator shall be selected under the American Arbitration Association Rules. The Board and the Unit 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 shared equally by both parties. 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, except as otherwise stated in this Article.

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

(F) 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 non-probationary employee shall be disciplined or discharged for non-arbitrary and capricious reasons as determined by the District, and a written statement of such cause will be given to any disciplined or discharged non-probationary employee.

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

(1) Advise the employee of the complaint, allegations, or charges;

(2) Perform an investigation of the complaint, allegations, or charges. The Superintendent may, at the Superintendent's discretion, suspend the employee with pay.

(3) Prior to imposing discipline, not including a suspension with pay, the Superintendent or designee will advise the employee and the Unit 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 ninety (90) workdays, 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. Probationary employees are employed at will employees and, if, at any time prior to the completion of the ninety (90) 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 Unit.

At the conclusion of this probationary period, the employee may have the probationary period extended for an additional ninety (90) days, have the employee's probationary status terminated, or be terminated. At the conclusion of the probationary extension period, final determination will be made to either terminate the employee's probationary status or terminate employment.

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 employment. "Date of employment" 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 an employment classification (i.e., bus driver, crossing guard, mechanic and mechanic helpers); with the employees having the least seniority in a particular classification laid off first (1st) conditioned on the more senior employee being in receipt of an "effective" rating on the most recent performance evaluation. 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 so long as the employee is qualified, as defined in Article VIII(A)(6); except, the District may choose to not recall a driver with a rating lower than "effective" on his/her recent performance evaluation.

(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 one (1) year or the length of his seniority, whichever is less;

5. He accepts employment elsewhere while on a leave of absence (other than a Unit 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 two (2) years, or the length of his seniority, whichever is less;

10. Should the employee 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 Unit 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 in the bargaining unit as identified in Schedule B, conditioned on receipt of an “effective” and so long as the employee is qualified, as defined in Article VIII(A)(6), for the position.

(I) Upon request, a current seniority list shall be provided to the Unit. Such list shall contain name, address, date of hire, classification, seniority date and the employee's current rate of pay.

ARTICLE VIII
ASSIGNMENT AND VACANCIES

(A) Definitions:

(1) Regular Runs include Vocational Education and regularly scheduled morning, afternoon, and shuttle runs during the school year. Although shuttle runs will be bid on separately, the Shuttle runs are not compensated separately. The time worked for a shuttle is included in the morning or afternoon shift to which it is juxtaposed.

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

(3) Training Runs: Runs where a regular driver is used to train other drivers. These runs are assigned at the Superintendent or designee's discretion.

(4) Athletic Trips and Special Trips: Trips other than those set forth above. Athletic trips are bid separately from regular runs.

(5) Emergencies: Where an emergency occurs, runs will be filled at the Superintendent or designee's discretion.

(6) "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.

(e) Has not received an annual performance rating below "effective".

(B) Assignment of Regular Runs:

All of the employees who are covered by this Agreement who are driving a regular run 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 the first full week of September of each contract 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 on the Monday of the first full week of October of each contract 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 Unit Steward a written proxy for job bidding purposes.

(c) In the event that a bid meeting is necessary, drivers will begin driving the newly bid runs on the Monday immediately following the bid meeting.

(2) 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, Vocational Educational drivers who are displaced have the right to bump the least senior regular driver if there is no bump available in their own classification. Other routes shall not be open or bid at this meeting.

In the event that a route assigned to a seniority driver on the last day of the previous school year is eliminated, that driver will bump the lowest seniority driver who is assigned to a regular run and will drive that run until the meeting Monday following of the first full week of October of the new contracted year.

(3) 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 Unit 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. If a sport route driver fails to drive his/her

assigned sport route more than three times in one season, excluding approved time off, the sport route shall be offered to the highest seniority driver who does not have an assigned sport route for that season. In the event that no seniority driver accepts the sport route, a sub may be assigned.

In the event a driver is assigned more than one sport route during the same athletic season, they must notify the transportation supervisor of their first sport route priority at the bid meeting. There will be no guarantee of multiple sport trips if times conflict on the same day.

(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 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 Unit 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 Unit fails to timely notify the Transportation Supervisor of the assignments, the special trips will be assigned at the Superintendent or designee'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 Unit, under the direction of the Transportation Supervisor.

(3) Notice: The employee who is awarded the special trip will be notified by written confirmation 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. When the scheduled driver fails to show up for a special trip, a replacement driver will be assigned the trip at the supervisor's discretion.

(F) 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.

(G) 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.

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.

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.

Mechanic vacancies shall be posted for five (5) days and the most qualified applicant, as determined by the District, should be placed in the position.

ARTICLE IX
LEAVES

For the purposes of this article, unless otherwise specified, "Immediate family" shall include: the employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, brother-in-law, sister, sister-in-law, daughter-in-law, son-in-law, niece, nephew, grandmother, grandfather, grandchild, and others living within the employee's household.

(A) Driver's and Mechanic Helper's Sick Leave and Other Leaves:

(1) All full-time bus drivers and mechanic's helpers will be credited with seventy (70) hours sick leave at the beginning of the school year. Employees hired after the beginning of the school year will be credited with a prorated amount of sick leave based upon the number of available work days remaining in the school year. Part time bus drivers and mechanic helpers will be credited with thirty-five (35) hours.

If the Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of earned sick leave may be used for any recognized ESTA purpose, with those first 72 hours being subject to the same conditions as provided under ESTA. This leave runs concurrently with other applicable leave such as FMLA and Family Care Leave.

In the event that an employee leaves employment with the District, for any reason, and has used more paid leave days than accumulated on a pro-rata basis, then the amount of paid leave days in excess may be deducted from the last paycheck the employee receives.

There is no compensation for unused paid leave except under the following conditions. If a minimum of 30 calendar days of notice is provided to the Superintendent prior an employee's resignation, the employee will receive the following sick leave payment benefit. This benefit is void if employee is terminated by the employer or if less than 30 days of notice is provided by the employee. Sick leave hours are converted to days using the following formula: Accumulated Sick Leave Hours / Daily Scheduled Hours = Unused Sick Days

Completed Full Years of Service With The District	Amount Per Unused Sick Day		Completed Full Years of Service With The District	Amount Per Unused Sick Day
10-14 Years	$20/Day		20-24 Years	$40/Day
15-19 Years	$30/Day		25 or More Years	$60/Day

(2) Unused sick leave at the end of the year will automatically accumulate up to 420 hours. Unused hours in excess of the limit will be deleted from the accumulated leave without compensation.

(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, is suspected of abusing paid sick leave benefits, or has a pattern of absenteeism. 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.

(C) Driver's and Mechanic Helper's Sick Days as Personal Business Days:

Drivers and mechanic's helpers will be granted sixteen (16) personal business hours, not chargeable to sick leave. Employees requesting personal business hours shall file a notice forty-eight (48) hours prior to the time requested. The supervisor retains the authority to approve or deny the request based on staffing needs. Part time employees will be granted eight (8) hours of personal leave.

Personal business time must be used for sound, pressing and unavoidable reasons that cannot be conducted other than during the employee's scheduled work day.

Personal business leave time shall not be used the last day before a vacation, holiday or school recess, nor on the first day after a vacation, holiday or school recess.

Unused personal business hours at the end of the year shall be credited to the employee's accumulated sick leave.

(D) Other Leaves:

(1) An employee must use her/her accumulated paid leave before requesting time off without pay unless approved by his/her supervisor.

(2) Drivers and mechanics helpers may, at the discretion of the Superintendent, be granted voluntary leave without pay during the school year, not to exceed fifteen (15) work days. 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.

(3) 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 if he/she otherwise qualifies for FMLA leave 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 (29 USC § 28), 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. FMLA leave (except for Military caregiving leave) shall be calculated for eligible employees on a rolling backwards basis.

(4) Paid time necessary but never 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.

(5) **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.

(c) FMLA leave for military caregiving shall be on a rolling forward basis.

(6) Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Unit, whose duties require his absence from work, shall be granted an unpaid leave of absence for the duration of such office or position, not to exceed one (1) term as designated by the Unit, in writing, or one (1) year if appointed.

(E) **Qualifications for Leaves:**

(1) A driver must be scheduled for two (2) runs per regular work day to qualify for any leave. The mechanics helper will qualify for leave if he/she averages over 30 hours per week worked when school is in session.

(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 Unit 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 eighty (80) sick leave hours per fiscal year (July 1-June 30), accumulative to a maximum of 420 hours for his current sick bank. Mechanics beginning work after July 1 will receive a prorated allocation of sick leave days. If the Earned Sick Time Act ("ESTA") is in effect, the first 72 hours of earned sick leave time may be used for any recognized ESTA purpose running concurrently with other applicable leaves, with those first 72 hours of qualifying leave being subject to the same conditions provided under the ESTA.

(2) At the conclusion of a fiscal year (June 30) unused sick leave will automatically be added to the accumulated sick leave total, not to exceed the maximum allowed above.

In the event that a Mechanic leaves employment with the District, for any reason, and has used more paid leave days than accumulated on a pro-rata basis, then the amount of paid leave days in excess may be deducted from the last paycheck the Mechanic receives.

There is no compensation for unused paid leave except under the following conditions. If a minimum of 30 calendar days of notice is provided to the Superintendent prior an employee's resignation, the employee will receive the following sick leave payment benefit. This benefit is void if employee is terminated by the employer or if less than 30 days of notice is provided by the employee. Sick leave hours are converted to days using the following formula: Accumulated Sick Leave Hours / Daily Scheduled Hours = Unused Sick Days

Completed Full Years of Service With The District	Amount Per Unused Sick Day		Completed Full Years of Service With The District	Amount Per Unused Sick Day
10-14 Years	$20/Day		20-24 Years	$40/Day
15-19 Years	$30/Day		25 or More Years	$60/Day

(G) **Mechanics Personal Business Days:**

As of the start of the fiscal year, employees shall be credited with sixteen (16) personal business hours 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:

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

(2) 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.

(3) 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.

(4) Unused personal business hours at the end of the year shall be credited to the employee's accumulated sick leave.

(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.

(I) All applicable leaves shall run concurrently with FMLA leave if an employee is eligible for FMLA leave.

(J) **Reporting Absences:** Bus Drivers shall be informed of a telephone number to call to report unavailability for work, except where an emergency or unforeseen event prevents the Bus Drivers from calling by that time. Bus Drivers shall report unavailability for work no later than 5:00am before his/her morning run is scheduled to begin and no later than 12:00pm before his/her afternoon run is scheduled to begin. In emergency circumstances, Bus Drivers shall call as soon as possible.

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 by the employee 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 when practicable.

(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 Unit 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 Unit 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 Unit officers will immediately post notices and release public statements advising that such action is unlawful, in violation of this Agreement, and unauthorized by the Unit.

Should the Unit 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 Unit 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 or any provision of this Agreement.

ARTICLE XIV
COMPENSATION

(A) The compensation of employees covered by this Agreement is set forth in Schedule A (Bus 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 for their regular route 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 for the first six (6) such days will be received during those school closing days, if no work occurs and the District receives full State funding for said days.

(C) When a special trip or athletic run 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 (½) the hours allotted for the extra run with a minimum of two (2) hours pay.

(D) Mechanics Hours and Work Weeks

(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 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. All hours worked, including overtime, must be submitted to the employee's immediate supervisor on a timesheet. Failure to follow these requirements may result in a denial of overtime pay.

(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 or a minimum of two (2) hours pay at his regular hourly pay rate, whichever is greater.

(8) By mutual consent, the mechanic(s) may switch his/her schedule to a 4 day 10 hours/day ("4/10") work week schedule during weeks school is not in session. During a 4/10 schedule, overtime shall be paid after (40) hours per week.

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. Worker's Compensation leave shall run concurrently with ESTA leave and FMLA leave.

(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 wavier 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.

(D) This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subject to negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII
HOLIDAYS

(A) **Drivers and Mechanic's Helper 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) Employees shall not forfeit holiday pay if the leave day before or after the holiday is preapproved with the appropriate supervisor if such failure to work was due to:

(a) Excused absence supported by medical documentation.

(b) Death in immediate family [as referred to in Article IX (D) (3)].

(c) 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 (if school is not in session):

Paid Holidays:
Mid-Winter Break if school is not in session (Limited to 2 days)
Good Friday (if school is not in session)
Memorial Day
Friday Before Labor Day (if assigned to work before Labor Day)
Labor Day (if assigned to work before Labor Day)
Thanksgiving
Day after Thanksgiving
Day before Christmas*
Christmas Day*
Day After Christmas*
New Year's Eve*
New Year's Day*
**If any of these days fall on a weekend, employee will be compensated for the prior business day (for a total of 5 paid days over Christmas Break.*

(B) **Mechanics Holidays**

(1) Each mechanic will receive his regular day's pay for the following holidays even though no work is performed, if school is not in session:

Paid Holidays:
Mid-Winter Break if school is not in session (Limited to 2 days)
Good Friday (if school is not in session)
Memorial Day
July 4th
Friday Before Labor Day (if assigned to work before Labor Day)
Labor Day (if assigned to work before Labor Day)
Thanksgiving
Day after Thanksgiving
Day before Christmas*
Christmas Day*
Day After Christmas*
New Year's Eve*
New Year's Day*
**If any of these days fall on a weekend, employee will be compensated for the prior business day (for a total of 5 paid days over Christmas Break.*

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 students for their regular routes by contacting parents. The time period for student sign up will begin 10 days prior to the first day of school. 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) 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.

(H) The District will annually schedule voluntary and mandatory in-service days (including continuing education) for drivers. Drivers participating in mandatory professional development will receive compensation equal to their regular driver hourly rate of pay for hours in attendance. Drivers participating in voluntary in-service days will be paid at the Training/Special Meeting rate outlined in Schedule A. Overtime will be paid if earned as a result.

(I) 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.

(J) 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.

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

(L) 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.

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

(N) It is hereby agreed that this Agreement is the complete understanding between the Parties. This Agreement shall supersede any rules, regulations, or past practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employment contracts in effect prior to the execution of this Agreement. All future individual employee contracts shall be made expressly subject to the terms of this Agreement. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board. Individual contracts shall not be issued until both Parties ratify this Agreement.

(O) 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.

ARTICLE XX
MECHANICS VACATION

(A) After one (1) year service, Mechanics shall receive forty (40) hours, vacation with pay.

(B) After years two (2) and three (3) of service, Mechanics shall receive eighty (80) hours, of vacation with pay.

(C) After four (4) and throughout (9) years of service, Mechanics shall 120 hours, of vacation with pay.

(D) After ten (10) years or more of service, Mechanics shall receive 160 hours, of 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 shall not accumulate from year to year and must be used within one (1) year from the time it is earned.

ARTICLE XXI
INSURANCE

All bargaining unit members working 30 or more hours per week and 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.

The Board of Education, for a twelve-month period (July 1 – June 30) during each year of this Agreement, shall make premium contributions, specified below, on behalf of employees (and eligible dependents) for one of the following options packages. The employee shall elect one of the following option packages during open enrollment and the decision shall be irrevocable for that school year, unless a qualifying life event necessitates change. The election shall be made in conjunction with the Section 125/Flexible Benefits Plan developed and administered by the Board.

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 is insufficient to satisfy premium amounts, drivers must pay the difference to the Business Office of the Employer by the established premium due date.

If an employee is in arrears more than forty-five (45) days with insurance contribution payments, the District shall discontinue said coverage and recapture payment obligation through payroll deductions, to the extent allowable by law.

A. Option Package 1 for members working 30 or more hours per week

1. For the 2026-2027 and 2027-2028 school years, the Board's contribution for health plan medical benefit costs shall not exceed the following amounts per month:

Coverage Level	2026-2027	2027-2028
Single:	$ 615	$633
Two Person:	$ 1,380	$1,421
Family	$ 1,800	$1,854

2. Any health plan medical benefit costs required to maintain coverage in excess of the Board monthly contributions specified above for Option Package 1 shall be the responsibility of the bargaining unit member and shall be payroll deducted from the wages of that individual.

3. Option Package 1 shall include the following:

   a. Health Plan: Employees enrolling in Option Package 1 will select their coverage level from a health plan established by the District.

   b. Dental: Employees enrolling in Option Package 1 may select a coverage level from a dental plan established by the District

   c. 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).

d. Vision: Employees enrolling in Option Package 1 may select a coverage level from a vision plan established by the District

e. Hearing Aid: $3,000 maximum over 36 months – devices only.

f. 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. The employee and the District are restricted and bound by the certification requirements of the LTD carrier.

B. Option Package 2 shall include the following for members working 30 or more hours per week

a. Dental Plan – same as Option Package 1

b. Vision Plan – same as Option Package 1

c. Term Life Insurance – same as Option Package 1

d. Long Term Disability – same as Option Package 1

e. A cash stipend, in the amount of $440.00 per month. All cash in lieu payments are conditional upon the District receiving documentation of other coverage that meets the Affordable Care Act minimum value and coverage requirements.

C. Miscellaneous Insurance Provisions

1. Insurance benefits are only available to employees working 30 or more hours per week.

2. Bus Drivers 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.

   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.

3. Employees newly hired by the Board shall be eligible for Board-paid insurance premium upon acceptance by the insurance carrier of the written application, no earlier than the first day of the month following their first day of work.

4. 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.

5. Changes in family status shall be reported by the employee to the personnel office within thirty (30) days of such change.

6. 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.

7. 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.

8. The insurance year for all premium adjustment and contribution purposes shall be the school fiscal year, July 1 - June 30.

9. The parties agree to examine health care costs and alternative coverages. Upon request of either party, a meeting will be convened between Employer and Unit representatives to consider proposals for alternative health coverage having decreased premium costs.

10. The District may, with thirty (30) calendar days' notice, switch medical/health insurance carriers if the coverage access and benefit levels remain comparable.

ARTICLE XXII
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, but are not limited to, 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. To comply 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. To satisfy all physical, certification, licensing, and training requirements adopted by the State of Michigan and the Federal Government.

8. To maintain 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.

9. To refrain from bringing intoxicants or drugs onto school property 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.

10. To refrain from smoking on school property including district owned vehicles.

11. To refrain from texting or cell phone use while driving.

12. Drivers shall not transport any student not regularly assigned to his/her bus without express permission from the Transportation Supervisor.

13. Refusal to use safety or health personal protection equipment when required.

Failure to meet the above conduct standards constitutes just cause for disciplinary action.

If the Employer has reasonable suspicion that an employee has alcohol, intoxicating substance or other drug present in his/her body during a duty period, the Employer may require the employee to submit to a drug or breath alcohol test. The test shall be accomplished pursuant to procedures specified by a hospital or laboratory (in Ingham, Calhoun or Eaton County). A breath alcohol test may be administered by a qualified operator employed by a county or state law enforcement authority. The Unit 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, Unit 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 XXIII
TERMINATION AND MODIFICATION

(A) This agreement shall be effective as of July 1, 2026, and shall continue in full force and effect until June 30, 2028. 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. No increases in benefits or compensation, including wage step and lane adjustments beyond that allowed in this Agreement, will be permitted after its expiration unless ratified by both parties in a successor collective bargaining agreement.

(D) The fact that a party has given notice of termination or modification pursuant to paragraph (B) 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 shall be in writing and shall be sufficient if sent by certified mail to the Unit 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.

IN WITNESS WHEREOF: the parties hereto have caused this Agreement to be signed by their duly authorized representatives on this 8th day of June, 2026.

FOR THE BOARD: Charlotte Public Schools	FOR THE UNIT: Charlotte Bus Drivers – Mechanics Unit
By _____ President	By _____ Chief Steward
By _____ Superintendent	By _____ Alternate Steward

SCHEDULE A
WAGES

SCHEDULE A: WAGE SCHEDULE

PAY CATEGORY	2026-2027	2027-2028
DRIVE TIME (ROUTE)	$25.70	$26.70
SPECIAL TRIPS	$20.00	$21.00
TRAINING/MEETINGS	$15.00	$15.45
BUS WASHING	$15.00	$15.45
ROUTE TRAINING	$15.00	$15.45
SIGN UP PAY**	$15.00	$15.45
POSTING***	$15.00	$15.45
CROSSING GUARD*	$18.25	$18.50

*This work shall have one (1) hour guaranteed per shift.

**This work shall be limited to telephonic interaction and shall be limited each year to two and one half (2.5) hours maximum for single runs and five (5) hours maximum for double runs with completion and submission of contact log.

***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 $150. The identity of the referring bargaining unit member (if any) shall be determined by reference to the employment application.

Bargaining unit members driving bus routes specific to athletic trips and to extra trips shall receive a minimum of two (2) hours of work for each completed route, and for regular routes if mandated due to staff shortages. Trips required on a Saturday, Sunday or paid holiday listed in Article XVIII will be paid at a minimum of three (3) hours of work for each completed route. Holiday pay is in addition to this minimum and is not taken into consideration when calculating overtime pay.

SCHEDULE B
WAGES

SCHEDULE B: WAGE SCHEDULE

PAY CATEGORY	2026-2027	2027-2028
MECHANIC: HEAVY TRUCK	$31.85	$33.10
MECHANIC: SPEC MECH (6)	$25.25	$26.25
MECHANIC: SPEC MECH (5)	$24.80	$25.75
MECHANIC: SPEC MECH (4)	$24.25	$25.20
MECHANIC: SPEC MECH (3)	$23.60	$24.55
MECHANIC: SPEC MECH (1-2)	$23.35	$24.25
MECHANICS HELPER	$20.80	$21.60

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