

4265

6/30/99

MASTER AGREEMENT

July 1, 1996 - June 30, 1999

THE ANN ARBOR BOARD OF EDUCATION

and

LOCAL UNION #214

INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFERS,  
WAREHOUSEMEN AND HELPERS OF  
AMERICA

BUS DRIVERS/MONITORS

*Ann Arbor Public Schools*



## TABLE OF CONTENTS

ARTICLE		PAGE
I	Recognition.....	1
II	Union Security .....	1
III	Management Rights .....	3
IV	Grievance Procedure .....	4
V	Stewards.....	7
VI	Discharge or Suspension .....	8
VII	Equipment, Accidents and Reports .....	9
VIII	Seniority.....	10
IX	Field Trips.....	12
X	Assignment.....	18
XI	Job Bidding.....	19
XII	Work Week.....	21
XIII	Lay-Off and Recall and Bumping .....	22
XIV	Holidays.....	22
XV	Bereavement Leave.....	23
XVI	Auxiliary Benefits .....	23
XVII	Insurance.....	24
XVIII	Sick Leave and Paid Leave of Absence .....	26

XIX	Unpaid Leave of Absence .....	27
XX	Wages and Conditions .....	29
XXI	Overtime.....	33
XXII	Retirement.....	34
XXIII	Worker's Compensation .....	34
XXIV	Military Service .....	34
XXV	Equal Employment Opportunity .....	35
XXVI	Bonds.....	35
XXVII	Maintenance of Standards .....	36
XXVIII	Entire Agreement Clause .....	36
XXIX	Separability And Savings Clause .....	36
XXX	No Strike Clause .....	37
XXXI	Negotiation Procedures .....	37
XXXII	Duration of Agreement .....	38
XXXIII	Joint Committees .....	38
XXXIV	Substitutes.....	39
	SignaturePage.....	40
	Schedules A and B (wages) .....	41-42
	Memoranda of Agreement .....	43-49

## ARTICLE I

### RECOGNITION

A. The Board hereby recognizes the Union as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965 for all Bus Drivers and Bus Monitors who work four (4) hours per day or more and a minimum of twenty (20) regular hours per week. Excluding: Dispatcher, Transportation Supervisors, Transportation Director, Mechanics, Ad Hoc Substitutes, and all other Employees.

B. The Board agrees not to negotiate with any organization or individual other than the Union for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance, providing the grievance policy as hereinafter defined in the Agreement is followed.

C. It is mutually agreed and understood that this Agreement shall require the signed approval of the Union representative, the President, and the Secretary of the Board of Education of the Public Schools of the City of Ann Arbor, Ann Arbor, Michigan, parties to this Agreement, in order to be binding upon the Union and the Board.

## ARTICLE II

### UNION SECURITY

A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee as regards such matters.

B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union and limited to an amount of money equal to the Union's regular and usual dues. For present employees such payments shall commence with the first pay 31 days after the effective or execution date hereof, whichever is later, and for probationary employees with the first pay 61 days after the date of employment.

C. If any provisions of this Article are invalid under Federal Law or Laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal, State, and City Law or shall be renegotiated for the purpose of adequate replacement.

D. During the period of time covered by this Agreement, the Board agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Board authorizations, signed by such employee, allowing such deductions and payment to the Union.

1. Amount of initiation fees and dues will be certified to the Board by the Secretary-Treasurer of the Union.
2. Those sums paid by the employees who elect not to join the Union, the equivalent of monthly dues, will be deducted by the Board and transmitted to the Union in the same manner as Union dues and initiation fees.
3. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurers and not by the Board.

E. The Union agrees to save the Board harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.

F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued 30 days after notice of the fact is given to the Board if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the Board by the Union that the employee has refused to authorize the deduction.

G. The Union and its members may use the Board of Education building facilities at reasonable times and hours for meetings when such buildings are available and operating staff are on duty. The request for building use must be made to the building administrator. The Chief Steward may request use of Board of Education equipment, so long as such use does not interfere with the operation of the Board of Education. The Chief Steward may post notices on any bulletin board ordinarily designated for Union use.

H. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all readily available public information concerning the financial resources of the District. A copy of the adopted budget and such other readily available public information as will assist the Union in developing contract proposals and to process any grievance or complaint.

### ARTICLE III

#### MANAGEMENT RIGHTS

A. Except as specifically limited in this Agreement, the Employer retains the sole right to manage its business, including the rights:

1. To decide the number and location of its schools and other buildings and program areas (Establishments) and to open new ones and close or discontinue existing ones;
2. To determine, from time to time, the educational, recreational and other programs, and the equipment and supplies for each Establishment;
3. To set, from time to time, the opening and closing days and hours of each Establishment and, correspondingly, the beginning and end of the regular shift of Employees working at such Establishment;
4. To maintain order and efficiency in each Establishment and schedule work at each Establishment for Employees not regularly assigned thereto;
5. To determine the number and classifications of its employees and to hire, lay off, assign, transfer, promote and discharge, or otherwise discipline Employees;
6. To establish and enforce work standards which shall be set on the basis of normal working conditions, the quality of workmanship to be accomplished and the normal working capacities of normal experienced employees;

7. To employ part-time workers, as the work to be done may require. Part-time shall be defined as working less than four (4) hours per day and twenty (20) hours per week;
8. To make reasonable rules and regulations from time to time for the purpose of maintaining order, safety and efficiency and, after notice to the Union and the Employees, to require compliance therewith;
9. Except as limited by this Agreement, to assign overtime and, in emergencies, to call Employees to work prior to their regularly scheduled starting time or to require work during normally scheduled rest, lunch, or holidays;
10. To assign Employees temporarily to work outside of their normal job classifications.

B. Terms and conditions of employment and other rules and regulations concerning employee conduct not provided for in this Agreement will be governed by the applicable rules and regulations of the Board presently in effect. Any revisions to the present rules and regulations shall not be inconsistent with the provisions of this Agreement and shall be implemented only after due notice to the Union and opportunity for the Union to express any concerns and objections it might have.

C. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that no actions shall violate any of the express terms of this Agreement and no rules and regulations shall be adopted or revised which shall violate any of the express terms of this Agreement.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### Section 1

It is mutually agreed that all grievances, disputes or complaints between the Employer and the Union, or any employee or employees, arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided and that there shall at no time be any strikes, lockouts, tie-ups of equipment, slow-downs, walk-outs, or any other cessation of work.



Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided.

## Section 2

A grievance shall be defined as an alleged violation of the expressed terms of this Agreement. Should any grievances, disputes or complaints arise, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1. By conference between the aggrieved employee, the shop steward, or both, and the Supervisor of Transportation. (Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided for by the Local Union within ten (10) days of the date of the alleged violation.

Step 2. After submitting in writing a conference between an official or officials of the Union and the Director of Transportation and/or other representatives of the Board. A written response will be submitted by the Director of Transportation within ten (10) days after receipt of the written grievance.

Step 3. By conference between an official or officials of the Union and the Executive Director for Employee Relations and Staff Development or his/her designee.

Step 4. In the event the last step fails to settle the complaint, it shall be referred to the Arbitrator upon the request of either party. The president and/or Grievance Panel of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union.

- a. The parties shall select five (5) names from the list of the American Arbitration Association. Each party shall then alternately strike a name from said list until four (4) names have been removed. The one (1) remaining shall be the person selected to act as the Arbitrator.

- b. The Arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. He shall not have power to add or subtract from the terms of this Agreement.

### Section 3

Written grievance as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants.
- b. It shall contain the date of the alleged violation or the date the grievant reasonably became aware of the violation.
- c. It shall specify the relief requested.
- d. It shall cite the specific provisions allegedly violated.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations heretofore set forth.

### Section 4

Should either party not accept and abide by the procedure set forth in this Article, or the decisions resulting therefrom, then, in such instance, any provisions of this Contract notwithstanding, the party violating the terms of this Article shall be denied the benefits of this Article.

### Section 5

All time limitations may be extended upon mutual written agreement of the parties.

## ARTICLE V

### STEWARDS

#### Section 1

The Board recognizes the right of the Union to appoint and/or elect two (2) stewards from the seniority list. The duties and responsibilities shall be to present grievances to the Board and/or it's representatives.

#### Section 2

To facilitate the discharge of said responsibilities and duties, the Board agrees to permit the stewards release from employment duties without loss of time or pay, for up to a combined total of eight (8) hours per week, in accordance with the terms of this contract Agreement. This time will be allowed, after first obtaining permission from the immediate Supervisor, for the transmission of messages and information originating with or authorized by the Union or it's officers provided:

- A. Such messages have been reduced to writing, and
- B. Such messages do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Board's business.

#### Section 3

Additional time, exclusive of the eight (8) hours indicated above, may be allowed for the presentation of grievances to the Board or it's representatives (through the steps of the grievance procedure) at a time mutually agreeable to the Union and the Employer.

#### Section 4.

The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other official Union business, provided 48 hours written notice is given to the Employer by the Union specifying length of time off. The Union agrees that, in making its request for time off for union activities, due consideration shall be given to the number of employees

affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

## ARTICLE VI

### DISCHARGE OR SUSPENSION

The Employer shall not discharge or suspend any employee without just cause and shall, pursuant to established policy and procedure, apply for the most part the standard tenants of progressive correction (e.g., reprimand, suspension, discharge) in its attempts to secure improved work performance as preference to outright dismissal (except that under no circumstance need prior warning of possible discharge be given if the cause of discharge is dishonesty, under the influence of alcohol, and/or an unprescribed controlled substance, reckless driving, a serious accident for which the driver is at fault, moral turpitude while on duty or carrying of unauthorized passengers while on the job). Absent subsequent similar violation as cause for reactivation, reprimands, by themselves in isolation from other imposed or additional corrective sanction, shall after one (1) year be considered dormant and no longer cause for imposition of second level disciplinary action; however, any or each of the provisions of this Agreement, or of policy and procedure established not inconsistent with it, shall constitute first warning of disciplinable offense. Discharge must be by proper written notice of the employee and the Union. Any employee may request an investigation as to the discharge or suspension. Should such investigation prove that a suspension or discharge is not warranted, the employee shall be reinstated. A request by an employee for an investigation as to his/her discharge and/or suspension must be made by written request within five (5) days from the date of discharge or suspension. Appeal from discharge or suspension must be heard within ten (10) days and a decision reached within fifteen (15) days from the date of suspension or discharge. If no decision has been rendered within fifteen (15) days, the case shall then be taken up as provided for in Article IV hereof.

## ARTICLE VII

### EQUIPMENT, ACCIDENTS, AND REPORTS

#### Section 1

The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of the Agreement where employees refuse to operate such equipment unless such refusal is unjustified. In such cases, the driver is to immediately report the unsafe condition to the Transportation Garage Supervisor on forms furnished by the Employer. The Supervisor and a Transportation mechanic will then determine whether or not the vehicle is safe to drive. Should it be determined to be safe the driver shall operate the vehicle or be subject to disciplinary action and loss of pay.

#### Section 2

Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property, or in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment.

#### Section 3

Any employee involved in any accident shall immediately report said accident and any physical injury sustained, as required by the Employer. The employee upon returning to the Transportation facility and before starting his/her next shift, shall make out an accident report, in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

#### Section 4

It is hereby agreed by and between the parties that an accident review/safety committee will be formed. The committee will be composed of three representative selected by the Board and three representatives selected by the Union. In addition, representatives from the law enforcement agencies in the area may be asked to serve on the committee. The committee will review all accidents, regardless of severity, and other safety issues. This review may lead to recommendations in the area of, but not limited to, procedure and driver/monitor discipline.

It is understood that the Union, as an entity, will abstain from participating in making recommendations when it affects a drivers wages, hours and/or conditions of employment but individual committee members will not be limited in making a recommendation as a bus driver/monitor.

#### Section 5

Employees shall immediately, or at the end of their run, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one copy to be returned to the employee. The Employer shall not ask or require any employee to take out equipment that has been reported by any other employee as being in an unsafe operating condition until any substantiated defects have been corrected and the vehicle has been approved, in writing, as being safe by the mechanical department.

When the occasion arises where an employee gives written report, on forms in use by the Employer, of a vehicle being in an unsafe working condition, and receives no consideration from the Employer, he/she shall take the matter up with the officers of the Union who will take the matter up with the Employer.

### ARTICLE VIII

#### SENIORITY

#### Section 1

All new employees covered by this Agreement shall be employed on a probationary status for a period of sixty (60) work days, and during such time the Employer shall have the right to discharge, discipline, or lay-off any such employee during his/her probationary period without his/her

recourse to the provisions of the Agreement. The seniority provisions of the Agreement do not apply to an employee until he/she has completed his/her probationary period, provided, however, that the Employer may not discharge or discipline for the purpose of evading this Agreement or discriminating against Union members. After sixty (60) work days, the employee shall be placed on the regular seniority list of his/her classification. However, the Board may extend a probationary period for an additional thirty (30) work days upon mutual agreement with the Union.

#### Section 2

For purposes of job bidding, seniority shall be by classification. For all other purposes (including lay-off) seniority shall be by bargaining unit.

#### Section 3

Probationary employees shall not receive fringe benefits, but sick leave shall be credited back to date of hire.

#### Section 4

For probationary employees, eligibility to join the Union shall occur after the employee has worked eight (8) consecutive weeks of at least four (4) hours per day and twenty (20) hours per week, with neither penalty nor credit imposed or granted for loss of time due to weather days, pupil vacation, or half school days.

#### Section 5

The Employer shall post a list of the employees, arranged in order of their seniority. This list shall be posted in a conspicuous place at the place of employment.

#### Section 6

Seniority shall be broken only by discharge, voluntary quit or lay-off for a period of more than two (2) years.

#### Section 7

For all employees, Date of Hire for determination of conclusion of probationary period and entitlement to fringe benefits (including sick leave) shall be the first day of actual and appropriate job performance. For

employees with identical dates of first job performance, date of hire for determination of seniority right other than those defined immediately preceding shall be the date of the written application culminating in employment. Training time shall be expressly excluded from any and all determination of hire and/or seniority.

### Section 8

A steward may be granted super-seniority for all purposes including layoff, rehire, and job preference if such is requested by the Local Union. Both stewards shall be entitled to super-seniority for such purposes.

## ARTICLE IX

### FIELD TRIPS

#### Section 1. Assignment Procedure

- A. All field trips will be assigned from a roster of names listed in order of seniority for all drivers/monitors qualified for each category of trip (i.e., short trips/week days, long trips/week days, off hours/short, off hours/long).
- B. A list of field trips will be posted, normally at least 72 hours in advance of the trip. Drivers/Monitors will be assigned to each trip on a rotational basis from the appropriate roster.
- C. Each qualified driver/monitor will check the postings at least twice each day, at the end of the morning and afternoon runs. When a driver/monitor has been assigned a trip he/she must sign the appropriate "Yes" or "No" column within 24 hours of the time he/she was assigned to the trip. The date and time must be included with the Yes or No signing. If the assigned driver/monitor has not signed the appropriate "Yes" or "No" column within the 24 hour period, a Supervisor will write his/her name in the "No" column and the trip will be assigned to the driver/monitor due the next assignment from the appropriate roster.
- D. When a driver/monitor has signed the "Yes" column he/she becomes obligated to drive the trip. Drivers/Monitors who have signed "Yes" to a trip and later wish to remove the "Yes" and sign "No" to that same trip must have the change initialed by a supervisor. The affected driver/monitor will miss the next rotation on the same



rotation list.

- E. All posted trips will be considered "emergency" during the last remaining 24 hours prior to departure.
- F. Any driver/monitor who is absent from work because of illness during the day preceding a trip assigned will have his/her name removed from that posting and the next available driver/monitor will be assigned from the appropriate roster. (Any driver/monitor who does not give a reason for absence will be assumed ill.)
- G. Drivers/Monitors may not trade field trips.
- H. If conflicting assignments are made from two (2) or more field trip rosters for the same day with overlapping time, the driver/monitor shall make a choice in sufficient time (within 24 hours of the first assignment) to allow assignment of the remaining trip(s) to the next available driver(s)/monitor(s). Dual assignments shall be treated as cancellations.

If a driver has worked for at least twelve (12) months (one (1) calendar year) and has not met the qualifications for off hours trips because either the short trips/week day or the long trips/week day were not available, a combination of six (6) trips from both groups may be used to determine qualification by agreement of both the Union Steward(s) and the Director of Transportation.

## Section 2.

A list equal to one third (1/3) of the drivers bidding in August will be eligible, by seniority for only green trips. All other drivers will be eligible for yellow, pink and white trips. All trips are on a rotational basis.

Drivers who experience a deduct because of a lack of leave time will be removed from the green trip list for the remainder of the school year. Recognizing individual circumstances, a driver shall not be removed from the green trip list until a conference is scheduled with the driver and their steward, if so requested by the driver. This provision does not restrict the board's ability to remove a driver from the green trip list for reason of deducts.

Drivers who are removed from the list in two consecutive school years will not be eligible for the list in the next (3rd) year.

Any driver eligible for green trips who does not wish to remain on the green trip list may elect to be on the yellow, pink, and white lists.

All trip lists will be established at the time of bidding in August. A vacancy on the green trip list will be filled by the next eligible and qualified driver.

### Section 3. Short Trips/Week Day (Yellow)

These trips are those scheduled for four (4) hours or less and are scheduled Monday through Friday. When a full-time driver, covered by this Contract, has worked four (4) school months and has a satisfactory bus driving record, he/she qualifies for short field trips. This applies to all drivers regardless of previous experience. However, once a driver is qualified for short field trips, he/she remains qualified even though he/she leaves the Employer and is later re-employed as a full-time driver.

### Section 4. Long Trip/Week Day (Pink)

These trips are scheduled for more than four (4) hours and are scheduled Monday through Friday. After having made three (3) short field trips, providing they are satisfactory, a full-time driver qualifies for long field trips if his/her overall bus driving record is good and he/she has been employed at least six (6) school months. However, once a driver is qualified for long field trips, he/she remains qualified even though he/she leaves the Employer and is later re-employed as a full-time driver. Long field trip assignments are on a rotation basis. If a driver became eligible for both a short and long field trip the same day, he/she is give his/her choice.

### Section 5. Off hours/Short (White)

These trips are scheduled for four (4) hours or less. These trips are scheduled to either begin or end after 5:30 P.M., before 6:00 A.M., or weekends (times the office would normally be closed and would require gate keys, credit cards, emergency information, etc.). Actual clock time will be allowed in determining hours worked.

### Section 6. Off Hours/Long (Green)

These trips are scheduled for more than four (4) hours and are scheduled to either begin or end after 5:30 P.M., before 6:00 A.M., or weekends (times the office would normally be closed and would require gate keys, credit cards, emergency information, etc.). Since most athletic trips involve some driving at night, buses on such trips will be driven by qualified personnel only. Any driver qualified for long trips/week days will be considered qualified for off hours trips after he/she has satisfactorily made not less than three (3) such trips, providing they have worked at least twelve (12) months (one (1) calendar year). Drivers will remain qualified as long as they prove satisfactory. Assignment will be on a rotation basis.

### Section 7.

Drivers/Monitors may be removed from the field trip roster for the following reasons:

1. Failure to report on time.
2. Legitimate complaints from the teachers or coaches.
3. Avoidable accidents.

### Section 8.

Drivers/Monitors unable or unwilling to be available on a daily basis for either morning and/or afternoon runs shall not be eligible for trips.

### Section 9.

Drivers/Monitors showing up for a trip not cancelled in time to so notify them shall be compensated at the rate of 1 1/2 hours for week days and three (3) hours for week-ends and holidays or be assigned to the cancellation list. Choice to be made by the affected driver.

### Section 10.

Drivers/Monitors who fail without notice, to show up for assigned trips shall be removed from the affected trip list (September - June) for:

- 90 days of work for the first offense, and
- 1 year of work for the second offense.

Section 11.

Drivers/Monitors assigned to trips requiring more than eight (8) hours driving in one (1) twenty-four (24) hour period shall take rest time as specified by the Director of Transportation, but as uniformly applied.

Section 12.

Drivers/Monitors required to make a local trip and cover their own run as well will be paid actual clock time for all work performed.

Section 13.

- A. On trips which are of such distance or duration as to require drivers/monitors to remain on the road overnight, the driver/monitor will receive pay for actual work time and other allowable assigned down time. The determination of what constitutes an overnight trip will be predetermined by the Employer and will be included in the posting of such trip, except in the cases of emergencies created by mechanical problems or weather conditions. In addition to the above, the driver/monitor will, with prior approval, be reimbursed such funds as necessary for reasonable lodging and/or meal expenses per Board Policy when same is not offered to the driver/monitor. Receipts must be submitted for reimbursement.
- B. Any driver/monitor whose trip(s) start before and end after the times listed below, will be entitled to meal reimbursement:

5:30 A.M. -8:30 A.M.	Up to \$3.00
10:30 A.M. -2:30 P.M.	Up to \$4.50
4:30 A.M. -8:30 P.M.	Up to \$8.00

The Director of Transportation may make exceptions on a case-by-case basis regarding trips which fall within the 5:30 A.M. to 8:30 P.M. parameters.

Section 14.

- A. There will be established an emergency field trip list which will include all individuals who wish to partake in emergency field trips. This list will be by seniority and will indicate the

four (4) different types of field trips and the eligibility of each individual. As stated in the Master Agreement, an emergency field trip is any trip which is not assigned within twenty-four (24) hours of departure of that trip. During the emergency time period, up to four (4) work hours prior to departure of the field trip, an attempt will be made to contact individuals per the emergency field trip list by seniority and assign the emergency trip on a rotating basis. Each person thru the person actually taking the trip will be charged for the trip.

- B. For the period within four (4) work hours prior to the departure of the field trip, if there is no one assigned to do that field trip via the emergency field trip list, the Board will have the right to assign an individual to cover that field trip, as it deems fit and necessary. However, every effort will be made to ask the next person on the list and then proceed through the list by seniority. Each person through the person actually taking the trip will be charged for the trip (i.e., checked off the list). This will include all extra trips within four (4) hours including vehicle warranty trips when mechanics are not available.
- C. This section shall not be grievable.

#### Section 15.

A cancellation list will be posted at the beginning of each month September through June. The list will consist of drivers/monitors who have had trips cancelled or conflicting during the previous month (September list for June cancellations). The list will be typed in date of the trips so affected. This list will be used for assignments before the regular rotation lists.

The cancellation list will be used for the following:

1. Cancelled trip for assigned driver/monitor (not emergency assignment).
2. Conflict of trip assignment.
3. Required attendance at work related meeting, i.e., WISD, Contract negotiations and hearings.

4. Clerical errors - when it is not possible to correct without affecting several drivers/monitors.

A form must be filled out by driver/monitor and approved in order to be put on the cancellation list.

#### Section 16.

All summer field trips will be scheduled from one list on a rotational basis by seniority among the group of summer drivers/monitors. Drivers/Monitors will be charged for only the trips they actually take. No cancellation list will be used. However, drivers/monitors having their trip cancelled will be offered the next available trip.

### ARTICLE X

#### ASSIGNMENT

##### Section 1.

Prior to the opening of school each year a general meeting will be held. Notice of the meeting will be sent to the last known address of all returning employees. Any returning drivers/monitors may bid for the open runs, which will then be assigned by seniority from those who apply. Notice of the meeting will be given at least one (1) week in advance.

##### Section 2.

A "Transportation Manual" update shall be provided each driver/monitor at the beginning of each school year. The "Manual" shall contain: (1) bus driver rules and regulations; (2) bus rider rules and regulations; (3) school schedule showing starting and dismissal times for all Ann Arbor Public Schools; (4) calendar of all school vacations for the school year; (5) copies of all forms currently used or newly adopted; and (6) any other information pertinent to the efficient operation of the Ann Arbor Public Schools transportation system.

##### Section 3.

The supervisor of transportation whenever possible shall assign drivers the same bus for all of their runs.

## ARTICLE XI

### JOB BIDDING

A. The Employer shall retain the right to determine routes and runs per route modified by the following restrictions only:

1. All open routes will be posted in August for bid by seniority.
2. New runs will be added to existing routes in the most efficient manner available to management.
3. New routes of four (4) clock hours or more actual driving time will be posted for bid by seniority.
4. Additions to existing routes resulting in additional clock hour driving time of more than one hour (1.0) shall subject that route to posting by October 31, opening it to bid by seniority.

Any additions to the then existing routes which occur after October 31st of one and one half (1.5) hours or more will subject that route to posting by the end of the first semester. From the August bid through October 31 no bumping of runs will take place. Any driver/monitor whose run decreases more than one half hour during this period will have his/her August bid time guaranteed through October 31. New positions will continue to be bid during this period of time. As of November 1, all required changes will be bid and bumping may occur as a result of that bid process.

5. Subtractions from existing routes of one-half (1/2) hour or more (net loss) shall entitle the affected employee the right to bid and bump according to seniority into another assigned, established route. Bumping shall occur on the Monday following the bid, provided that the employee has exercised the right to bid within 72 hours of the alteration of his/her route. Forfeiture of the right to bid shall occur if the bid is not thus timely exercised.
6. Vacancies in existing routes shall be posted within two (2) weeks. Drivers/Monitors successfully bidding on open runs shall not be eligible to bid again until forty-five (45) days of

driving time have elapsed unless agreed to by the Union and Director of Transportation. Runs which become open on or after May 1 will not be posted for the remainder of that school year.

7. A casual run is defined as a one day assignment. Casual runs shall be filled based on the following criteria:

a. Availability (except in emergencies):

By way of illustration and not limitation, availability shall include:

1. Proximity of need
2. Total time available to do the run, and
3. No conflict with the current run (No overlap)

b. Seniority, and

c. Employees who are regularly scheduled for less than eight (8) hours per day.

The above criteria will be given equal weight when assigning casual runs.

B. For inter-classification job bidding, if qualifications are met, an employee will undergo a sixty (60) work day probationary period in the new classification. This probationary period shall be used to determine:

1. His/her desire to remain on the job
2. His/her ability to perform the job.

During the sixty (60) work day probationary period, the employee may elect to revert to his/her former classification in which case he/she shall not be eligible for another vacancy for ninety (90) days.

Bus monitors who apply for bus driver positions but who fail to meet Bus Driver Competency Requirements may revert back to a bus monitor position without loss of seniority.



C. Employees bidding summer work of less than the entire summer shall work all of the days/hours scheduled.

Employees bidding summer work that continues throughout the entire summer shall, at their option, be eligible for one week off of unpaid time as approved by the Coordinator of Transportation.

## ARTICLE XII

### WORK WEEK

#### Section 1.

Four (4) hours shall constitute a standard work day. This shall include morning and afternoon runs, except as otherwise specifically provided herein.

#### Section 2.

The standard work week for drivers shall consist of a minimum of five (5) consecutive four (4) hour work days Monday through Friday. The standard work week for bus monitors shall be four (4) hours per day and an average of at least twenty (20) hours per week.

#### Section 3.

A full-time employee shall be defined as one who works a minimum of a standard work week whether assigned to a regular bus run or assigned as a permanent substitute. Any employee who is not available to, or willing to, work a standard work week shall be considered a part-time employee. Only full-time employees will be entitled to benefits other than wages.

#### Section 4.

When school is not in session, the following regulations will apply:

- A. Whenever there is a deviation from regular school hours (i.e., elementary, secondary and/or building closings), employees are expected to work the changed hours as required. Employees will be paid for the actual hours worked, but not less than what they would be paid for their regular shifts.

- B. When noon work is required in addition to an employee's regular run, the employee shall be paid accordingly; however, some drivers cannot drive at noon because of approved obligations so they will not be required to do so.

## ARTICLE XIII

### LAY-OFF, RECALL AND BUMPING

#### Section 1.

Seniority rights for employees within the bargaining unit shall prevail. In reducing the work force because of lack of work, or other legitimate cause, the last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee rehired within the bargaining unit. Lay off and rehiring of laid off personnel will be done by Bargaining Unit seniority provided the bumping or recalled employee is qualified and able to perform the duties of the position.

#### Section 2.

In the event of a recall from lay-off, an employee so recalled shall be given two (2) weeks notice of recall to work, mailed to his/her last known address by certified letter, return receipt requested, or by telegram, with confirmation of delivery requested. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks, he/she shall lose all seniority rights under this Agreement and shall be considered a voluntary quit.

#### Section 3.

The Employer will not employ part-time employees to displace or replace regular full-time employees who would normally be required, so long as any full-time employee is on lay-off status.

## ARTICLE XIV

### HOLIDAYS

A. The following days will be considered holidays, unless school is in session: Labor Day, Thanksgiving Day, the day after Thanksgiving, last working day before Christmas, Christmas Day, last working day before New Year's Day, New Year's Day, Memorial Day and the 4th of July.

B. In order to qualify for straight time holiday pay employees must be on the payroll the last scheduled workday before the holiday and the first scheduled work day after the holiday.

C. Each employee shall receive pay only for those holidays which fall within his/her employment year. Should such a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on a Sunday, Monday shall be considered as the holiday.

## ARTICLE XV

### BEREAVEMENT LEAVE

When death occurs in the employee's immediate family, he/she shall be given up to three (3) days off to attend the funeral if he/she so desires. Immediate family shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents. These days shall be deducted from sick leave.

## ARTICLE XVI

### AUXILIARY BENEFITS

#### Section 1.

Any full time driver may, on a non-fee basis enroll in any one established course of his/her choice per semester in the Ann Arbor Public Schools Continuing Education program. "Established" shall be deemed to mean a course for which enrollment level equals that necessary to conduct it, and the driver shall pay any charges for any materials used.

#### Section 2.

At the retirement or resignation of the employee, or at the death while with the Board, and after ten (10) consecutive years of full-time employment with the Ann Arbor Public Schools, one-half of the remaining accumulated sick leave shall be paid, at the employee's then current hourly rate, to the employee or his/her estate. In order to be eligible for said benefits, an employee who retires or resigns from employment with the Ann Arbor Public Schools must provide thirty (30) days notice of intent to resign or retire.

## ARTICLE XVII

### INSURANCE

#### Section 1.

For each qualified employee on the payroll, who makes proper application, the Board shall provide, beginning the first day of the month following such qualification, \$10,000 life and \$10,000 accidental death and dismemberment through a carrier selected by the Board.

#### Section 2.

For each qualified employee on the payroll, who makes proper application, the Board shall provide salary protection insurance providing for 66 2/3% of the employee's salary for up to one (1) year, based on an employees 21/22 weekly pay. An employee shall not collect from the Board paid Short Term Disability carrier and sick leave at the same time.

#### Section 3.

For each qualified employee on the payroll who makes proper application, the Board shall provide, beginning the first day of the month following such qualification, a choice of one of the following options:

A. The Blue Cross CMM 250 Plan.

Covered deductible expenses above one hundred and twenty-five dollars (\$125) in any calendar year for single subscribers will be reimbursed by the Board.

Covered deductible expenses above two hundred and fifty dollars (\$250) in any calendar year for two persons or full family subscribers will be reimbursed by the Board.

Stop loss expenses above five hundred dollars (\$500) in any calendar year will be reimbursed by the Board.

In any event the total reimbursement by the Board for covered deductible and or stop loss expenses in any calendar year shall not exceed six hundred and twenty five dollars (\$625) for single subscribers or seven hundred and fifty dollars (\$750) for two persons and full family subscribers.

- B. Care Choice Plan 450. The Board shall reimburse employees for 50% of expenses for hearing aids, not to exceed \$625 in any calendar year.
- C. Set Ultra-Dental insurance (or a plan similar or superior), not to exceed in cost that of hospitalization insurance.

The option of insurance benefit shall be the employee's, but the employer, subject only to the above cited requirements, shall designate the carrier.

#### Section 4.

Employees, spouses and/or dependents who are insured with health or dental plans provided through the employer of the spouse shall not be entitled to coverage pursuant to Section 3 (above). Drivers who maintain, at the cost of the Board, insurance coverage in excess of that to which they are entitled by marital and family status shall be subject to payroll recovery of the excessive premium costs.

#### Section 5.

All employees hired after the signing of the contract (January 30, 1980) will become eligible for fringe benefits 120 days after their initial date of employment with the Ann Arbor Public Schools in this bargaining unit.

#### Section 6.

All employees hired after January 30, 1980 shall be entitled to paid fringe benefits as stipulated above, on a pro-rated basis, (i.e., for four (4) hours work, the Board will pay fifty percent (50%) of the coverage chosen by the employee; eight (8) hours per day - one hundred percent (100%) of the chosen coverage.

#### Section 7

For the year 1996-97 monies equivalent to a 1% increase on the salary schedule will be used to purchase full health benefits for all employees with four years or more of seniority.

## ARTICLE XVIII

### SICK LEAVE AND PAID LEAVE OF ABSENCE

#### Section 1. Sick Leave

All full-time employees covered by this Agreement shall earn regular sick leave of one-half (.5) day per month. After ten (10) consecutive years, an employee shall earn one (1) day per month. After twenty (20) consecutive years of employment, an employee shall earn one and one-half (1.5) days of sick leave per month. Sick leave may be used for personal sickness or extreme sickness in the immediate family. For purposes of this Article, immediate family shall be defined as the employee's: spouse, children, parents or foster parents, parents-in-law, and persons for whose financial and physical care the employee is principally responsible. The Transportation Director may at his/her discretion approve exceptions to this definition. A verification of illness and diagnosis from a physician may be required for use of sick leave immediately before or after a vacation or holiday, or when a pattern of absence exists. If sickness does not require their use as earned, these days shall accrue to a total credit of two hundred (200) days. Employees assigned to a regular run during the summer vacation shall earn one (1) sick day for each month worked in the summer (accumulated, if not used, in terms of hours) and shall be entitled to use as necessary during the summer, their regular accumulation. September payroll will provide each driver with a record of sick days or hours accrued. Employees must work more than one-half (1/2) of the assigned work days in a month to earn sick leave for that month.

#### Section 2. Personal Business Leave

All regular and full time employees shall be permitted to take up to two (2) days per year for conduct of compelling personal business. These two (2) days shall not be deducted from sick time. Personal business shall not be deemed to include gainful employment outside the school district or random leisure or vacation days. Except for provable emergency, drivers requesting use of personal leave days shall notify the supervisor of transportation at least 72 hours in advance in order to ascertain that their runs and scheduled field trips will be covered, but no reason shall be required for approval of leave to be granted unless abuse is suspected and once granted, leave shall not be revocable. Application for personal leave shall be granted or denied within forty-eight (48) hours of receipt of the leave request (two (2) workdays) and, if leave is denied, reason for denial

shall likewise be in writing. No personal business day will be granted the day preceding or following a holiday or vacation period except for provable emergency as determined by the Director of Transportation and/or the Executive Director of Labor Relations and Legal Services. Personal leave days not used will be added after completion of the work year to the employee's sick leave accumulation.

### Section 3. Jury Duty

Any employee called for jury duty shall be paid the difference between jury pay and a day's pay not to exceed thirty (30) working days on each occasion.

### Section 4. Government Emergency Leave

The Employer agrees to grant a leave of absence, with pay, to any employee who is ordered to perform service in the National Guard, or any other official agency or division of the government in connection with any emergency occurring within the State of Michigan. The employee shall receive from the employer his/her regular salary and fringe benefits subject to the provisions of the insurance carrier, less any funds paid them by the government for this service.

### Section 6. Method of Pay

Sick leave and holidays shall be paid based on the normal regular daily assigned time.

## ARTICLE XIX

### UNPAID LEAVE OF ABSENCE

#### Section 1.

Any bus driver or monitor who is eligible and qualified under the provisions of the Family and Medical Leave Act of 1993, will at his or her request, upon reasonable notice and consistent with the requirements established by the Act, be granted an unpaid leave by the board. The employee may request a leave of up to but not more than 12 weeks for the reasons permitted by the Family and Medical Leave Act.

## Section 2.

After an employee has exhausted medical leave provided as defined in Section 1 of this Article, the Board may with good cause grant upon written request and doctor certification, additional unpaid medical leave without fringe benefits up to one (1) year. Employees may return to their runs if, by the end of the school year in which a medical leave was taken, they present in writing their intent to return to work within one year from the date the leave was taken. A second year of leave may be granted but the run will not be guaranteed beyond one (1) year. Seniority shall be retained by an employee on medical leave for up to two (2) years from the date the medical leave initially began.

## Section 3.

Leaves of absence, other than medical, without pay or benefits may be granted to employees who have been employed as a bus driver or monitor for more than two years.

## Section 4.

Employees desiring a leave shall secure written permission from the director of transportation and human resource services. The board may grant or deny leave requests based on the reason for the leave and the work record of the employee. Leaves may be granted for up to one year.

## Section 5.

Employees who take one year leaves or less may at their option return to their previous jobs and bus runs, and drivers taking those runs on such a temporary basis will be bumped out. No such right of return to run shall apply if the leave is extended beyond a year.

## Section 6.

Except in the case of provable emergency all requests for unpaid leaves of absence, as covered in this article, shall be requested in writing 30 days prior to the beginning of the leave, and include at a minimum, date the requested leave is to begin, request for leave, and expected date of return. Approval must be received before the leave is considered granted. The board may request and the employee will be responsible to provide additional information regarding the purpose and need for the leave.



## ARTICLE XX

### WAGES AND CONDITIONS

#### Section 1.

Attached hereto, and marked "Schedule A" for drivers and "Schedule B" for monitors are schedules showing the wage rates of the employees covered by this Agreement. It is mutually agreed that said "Schedule A" and "Schedule B" and the contents therein, shall constitute a part of this Agreement.

#### Section 2.

- A. For the year 1996-97 monies equivalent to a 1% increase on the salary schedule will be used to purchase full health benefits for all employees with four years or more of seniority.
- B. Beginning with the 1997-98 school year, the 1996-97 salary schedule shall be increased by 1%.
- C. Beginning with the 1998-99 school year, the 1997-98 salary schedule shall be increased by 1%.

#### Section 3.

In 1997-98, and in 1998-99, "Z"\* percent of any increase in district revenues from the state foundation grant (section 20) shall be designated for the bargaining unit as follows:

1. All bargaining unit employment cost increases over the previous fiscal year (increment, employee insurance benefits, fica, and retirement) shall first be deducted from the revenue increase.
2. The remaining funds shall be available for the bargaining unit members to be distributed in salary.
3. In no event shall the total salary increase in any given year exceed 2%.

\* "Z" is defined as the percentage of the bargaining unit's total employment cost (salary, increments, retirement, fica, and insurance/fringe benefits) in relation to the total district budget. For 1996-97, the bus employees' "Z" percent will be 2.65%

#### Section 4.

As soon as the foundation grant and bargaining unit employment cost increases are known, the business office will calculate the net revenue increase available, if any, from the foundation grant. The parties shall then convene for the purpose of determining how the net revenue increase shall be distributed.

[Note: The state foundation grant (FY 96 foundation) for 1995-96 is \$7,887.35.]

#### Section 5.

In the event the remaining funds, as determined in section 3 above, are reduced during the year, the amount of the reduction shall be subtracted the following year. The reduction, if implemented, will not result in a reduction below the guaranteed 1% increase as defined in section 1 above.

#### Section 6.

Pay for employees in this bargaining unit will be actual clock hours and based upon the number of program days plus 28 additional days.

The payroll base for employees shall be composed of:

- # Program days
- 5 Sick days
- 6 Vacation days (average conversion from Article 15 of the 1987-90 Master Agreement)
- 8 Holidays
- 9 Days (1990/91 percent increase equivalent)

#### Section 7.

Employees shall advance on July 1 annually until they have reached the maximum pay step. New employees hired July 1 through December 31 shall advance on July 1 of the next year. Employees hired January 1

through June 30 will advance on July 1 subsequent to the completion of 12 months of employment.

#### Section 8.

Employees will be paid at the above specified rates according to the actual time the employee has worked. "Actual time" shall be defined as the accumulated clocked hour per payroll period adjusted to the nearest quarter hour for the cumulative total. However, each run shall be assigned a normal run time. Deviations from this normal run time must be approved by the Transportation Director or designee in order to receive compensation for any additional time. Employees shall, however, be guaranteed a minimum of one (1) hour clock time work per call-in. Drivers shall also be guaranteed up to one-half (1/2) hour clock time total per day for warm-up, gas-up, sweep-up, and pre-check requirements, if necessary, but same one-half (1/2) hour shall not be in addition to the minimum one (1) hour work guarantee. If additional time is needed as determined by the Transportation Director, it shall be granted.

Furthermore, the Board shall pay for up to one (1) clock hour to employees required to lay over between runs, so long as the employee's runs occur in the same route time sequence (i.e., morning route, or noon route, or afternoon route).

#### Section 9.

Standby time shall be limited to one-and-one-half (1 1/2) hours. Drivers required to remain more than one-and-one-half (1 1/2) hours will be paid to the highest quarter (1/4) for their time.

"Standby" time shall be defined as time required (and spent) at the transportation facility.

#### Section 10.

All employees covered by this Agreement shall be paid in accordance with pay procedures for the Ann Arbor Public Schools. Each employee shall be provided with an itemized statement of his/her earnings of all deductions made for any purpose, upon request of individual employees or Union representatives.

### Section 11.

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each and every payroll and to pay this sum to the Wayne Out County Teachers Credit Union not less frequently than monthly. The employee may revoke, at any time, his/her authorization and assignment by filing with the Employer and the Credit Union a statement, in writing, that he/she does not wish the employer to continue making such deductions, provided that such revocation shall not be effective for ten (10) days from the date it is received by both Employer and Credit Union.

### Section 12.

Employees assigned temporarily to a higher paying category shall be paid on the basis of the higher paying category from the date of assignment. Employees assigned temporarily to a lower category shall not suffer a loss in pay.

### Section 13.

No person shall be permitted to operate an Ann Arbor Public School vehicle if that person's driving record fails to meet the requirements of the Michigan Essential Insurance Act for Standard Automobile Insurance.

### Section 14.

The Board shall establish a procedure for reviewing, upon request, an employees driving record in the event such record fails to meet the requirements of the Act named in the above paragraph. The review process will include a method of communicating the results to the employee. The process will also include a mechanism for recommending to the Executive Director for Human Resource Services exception to Section 13 of this Article.

### Section 15.

Non-unit drivers shall be paid at the entry (probationary) rate no matter how much miscellaneous time they might accrue.

### Section 16.

Employees who meet the qualifications shall be given first opportunity over non-employees of the Ann Arbor Public School District for supplemental summer employment. Supplemental employment will not be considered to be part of their regular work year and/or annualized salary.

### Section 17.

It is hereby agreed by and between the parties that snow days and other Act of God Days which require students to miss a day of school shall not result in any scheduled driver/monitor suffering a loss in pay nor shall it result in any scheduled driver/monitor gaining a windfall (in excess of their annual income based on their regularly scheduled assigned runs).

In the event the missed day is made up, drivers will be paid only for the actual day worked. In the event the missed day is not made up, drivers will be paid for their regularly scheduled work day.

Effective September 1, 1994, employees in deduct the day before or the day after a snow day of other Act of God Day(s) which requires students to miss a day of school will not be paid for such day(s).

### Section 18.

Employees will be paid at their hourly rate according to the actual time for random drug testing as required. Time begins when the employee is notified by his/her supervisor and ends one-quarter hour after clinic sign out. Payment will not be provided when drug testing is in conjunction with the annual physical.

## ARTICLE XXI

### OVERTIME

Overtime shall be determined as follows:

1. Time and one-half (1 1/2) the regular rate of pay shall be paid for all hours worked after eight (8) in any one (1) day or over forty (40) hours in any one (1) week. Time and one-half (1

1/2) the regular rate of pay shall be paid for all hours worked on Saturday, or Sundays and holidays.

2. When an employee is required by the Ann Arbor Public Schools to attend classroom training or meetings before, after, or continuous to his/her regularly assigned runs, he/she shall be paid the applicable overtime rate for the actual time spent in attendance for all time beyond eight (8) hours. (When such meetings or classes are outside the City of Ann Arbor, transportation shall be provided by the Ann Arbor Public Schools. If a driver does not attend the meetings for which transportation is provided, he/she shall be responsible for providing his/her own transportation to make-up meetings.)
3. Employees who work on Martin Luther King's birthday, when school is not regularly scheduled to be in session, will be paid at the rate of 1 1/2 times the regular rate of pay.

## ARTICLE XXII

### RETIREMENT

The Board shall pay the employee's contribution to the State Retirement Fund.

## ARTICLE XXIII

### WORKER'S COMPENSATION

The Employer agrees to cooperate toward the prompt settlement of employee on-the-job injury and sickness claims when such claims are due and owing. The Employer shall provide Worker's Compensation protection for all employees.

## ARTICLE XXIV

### MILITARY SERVICE

Any employee on the seniority list inducted into military, naval, marine, or air service under the provisions of any Federal Selective Service Training Statute and amendments thereto, or any similar act in the time of national emergency, respectively, shall, upon termination of such service, be re-employed in line with his/her seniority at the then

current rate for such work, provided he/she has not been dishonorably discharged from such service with the United States government and is physically able to do work available, and, further, provided he/she reports for work within ninety (90) days of the date he/she is discharged from such service with the United States Government.

## ARTICLE XXV

### EQUAL EMPLOYMENT OPPORTUNITY

The Employer and the Union agree that there will be no discrimination in employment based upon race, color, creed, national origin, sex, handicap, or age and that nothing elsewhere in this Agreement shall be construed as requiring or permitting such discrimination. The Employer and the Union further agree that each will cooperate with the other in taking such affirmative action by either or both as is proper and necessary to ensure equality of opportunity in all aspects of employment.

It is hereby agreed by and between the parties that the concepts included in the affirmative action policy adopted by the Board are in the best interest of parties. The parties therefore agree to abide by the affirmative action policy. When a specific provision of the policy conflicts with the Master Agreement, it is agreed that a meeting will be held to resolve the conflict. If no agreement is reached, the Master Agreement will prevail.

The Board agrees to save harmless the Teamster Union from any and all lawsuits and/or judgments which may be filed and/or awarded against the Teamsters directly resulting from the Board affirmative action policy.

## ARTICLE XXVI

### BONDS

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee of the bonding requirement. If proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her own bonding arrangements; standard

premiums only on said bond to be paid by the Employer. A standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications.

If there is any excess premium to be paid it shall be paid by the employee. Cancellation of a bond after once issued shall not be cause for discharge unless the bond is cancelled for cause which occurs during working hours, or due to the employee having given a fraudulent statement in obtaining said bond.

## ARTICLE XXVII

### MAINTENANCE OF STANDARDS

The employer agrees that waiting room facilities for drivers, winter ice control, summer dust control, and restroom facilities shall be maintained at a level at least comparable to the standard in effect at the time of the signing of this Agreement. It is agreed that the provisions of this Section shall not apply to inadvertent or bonafide errors made by the Employer or the Union in applying the terms and conditions of this Agreement, if such error is corrected within ninety (90) days from the date of error.

## ARTICLE XXVIII

### ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written, in conflict with this Agreement, between the Employer and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

## ARTICLE XXIX

### SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this contract, or of any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such Article or Section or persons or



circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement either party shall be permitted all legal or economic recourse in support of its demand, notwithstanding and provision in this contract to be contrary.

#### ARTICLE XXX

##### NO STRIKE CLAUSE

The Union agrees that its officers, representatives, and members shall not authorize, instigate, cause, encourage, ratify or condone, nor shall any employee take part in any concerted failure to report for duty, the willful absence from one's position, the stoppage or work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of employment.

#### ARTICLE XXXI

##### NEGOTIATION PROCEDURES

A. At least one hundred fifty (150) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.

B. In any negotiations described in this article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make

proposals and concessions in the course of negotiations, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under public Act 379 as amended.

## ARTICLE XXXII

### DURATION OF AGREEMENT

A. This agreement shall become effective on the first day of July, 1996 and shall continue in effect for three (3) years until the 30th day of June, 1999. Either party may initiate negotiations for a new agreement by giving notice to the other party at least one hundred and fifty (150) days prior to July 1, 1999.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contractual or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Michigan Motor Vehicle Code Modifications - in the event modification in the Michigan Motor Vehicle Code directly impacts any provision of this agreement, either party may request negotiations.

## ARTICLE XXXIII

### JOINT COMMITTEES

Upon request of either party a meeting shall be arranged, at a mutually agreeable time to discuss relevant concerns. The party requesting the meeting will initiate its scheduling and prepare a written agenda to be received by the appropriate individuals at least two (2) work days prior to the meeting. The Committee shall be composed of from up to three (3) representatives of the Board and three (3) representatives from the Union.

## ARTICLE XXXIV

### SUBSTITUTES

1. Substitute positions shall be bid by seniority in August of each year.
2. Open runs that need to be covered for more than one week shall be offered to the substitute from the top seniority down. Open runs not chosen by seniority shall be assigned to substitute from the bottom up.
3. A. A substitute choosing or assigned a run shall be paid the hours assigned to that run.  
  
B. At a ratio of one to twenty five substitutes shall receive a five (5) hour guarantee. All other drivers or monitors choosing to become substitutes shall receive a guarantee as provided for in Article XXI section 4.
4. Runs covered all day by a substitute shall include ALL work assigned to the route.
5. Open noon routes covered separately shall be offered by seniority to any driver or monitor whose current time plus noon assignment will not exceed eight (8) hours and who agrees to be available for noon work.

In witness whereof the parties hereunto set their hands and seals the dates as indicated:

ANN ARBOR BOARD OF EDUCATION

FOR THE UNION

*Cheryl Garnett*  
Cheryl Garnett, Board President

*Terry Dorcy*  
Terry Dorcy, Business Agent

*John O. Simpson*  
John O. Simpson, Superintendent

*John Harris*  
John Harris, Chief Steward

*Ronald Whitmore*  
Ronald Whitmore, Chief Negotiator

\_\_\_\_\_

*Linda Ricciardi*  
Linda Ricciardi, Board Secretary

3/26/97  
DATE

3/26/97  
DATE

## WAGES

### SCHEDULE A - 1996-97

#### BUS DRIVERS

Step 1	Beginning 61st Day	\$10.39
Step 2	Beginning 2nd Year	10.92
Step 3	Beginning 3rd Year	11.45
Step 4	Beginning 4th Year	12.03
Step 5	Beginning 5th Year	12.62
Step 6	Beginning 6th Year	13.26

### SCHEDULE B - 1996-97

#### BUS MONITORS

Step 1	Beginning 61st Day	\$7.83
Step 2	Beginning 2nd Year	8.24
Step 3	Beginning 3rd Year	8.71
Step 4	Beginning 4th Year	9.20
Step 5	Beginning 5th Year	9.70
Step 6	Beginning 6th Year	10.23

### SCHEDULE A - 1997-98

#### BUS DRIVERS

Step 1	Beginning 61st Day	\$10.49
Step 2	Beginning 2nd Year	11.03
Step 3	Beginning 3rd Year	11.56
Step 4	Beginning 4th Year	12.15
Step 5	Beginning 5th Year	12.75
Step 6	Beginning 6th Year	13.39

### SCHEDULE B - 1997-98

#### BUS MONITORS

Step 1	Beginning 61st Day	\$7.91
Step 2	Beginning 2nd Year	8.32
Step 3	Beginning 3rd Year	8.80
Step 4	Beginning 4th Year	9.29
Step 5	Beginning 5th Year	9.80
Step 6	Beginning 6th Year	10.33

SCHEDULE A - 1998-99

BUS DRIVERS

Step 1	Beginning 61st Day	\$10.59
Step 2	Beginning 2nd Year	11.14
Step 3	Beginning 3rd Year	11.68
Step 4	Beginning 4th Year	12.27
Step 5	Beginning 5th Year	12.88
Step 6	Beginning 6th Year	13.52

SCHEDULE B - 1998-99

BUS MONITORS

Step 1	Beginning 61st Day	\$7.99
Step 2	Beginning 2nd Year	8.40
Step 3	Beginning 3rd Year	8.89
Step 4	Beginning 4th Year	9.38
Step 5	Beginning 5th Year	9.90
Step 6	Beginning 6th Year	10.43

Employees who have completed at least 10 years of service as an Ann Arbor Public School transportation employee will receive a lump sum longevity payment at the completion of the school year. Bus Drivers will receive \$250.00. This amount will be pro-rated for less than an eight hour day as calculated in April each year.

For 1992-93 monitors working 7 hours will receive \$175.00. This amount will be pro-rated for less than a 7 hour day as calculated in April each year. Beginning 1993-94 monitors who work four hours or more will receive \$125.00.

Bus drivers and monitors are required to maintain current certification in CPR and first aid or similar alternative approved by the Director of Transportation. Classes will be developed and offered by the employer outside of the regular work week at no cost to employees, however employees have the option of getting their certifications through other courses offered in the community.

MEMORANDUM OF AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and the

TEAMSTERS LOCAL #214 (BUS DRIVERS/MONITORS)

The parties agree to an Attendance Incentive Program outlined below:

1. The purpose of this attendance program will be to increase employees attendance and reduce the number of deduct days for employees.
2. Any employee who remains on the Transportation general fund payroll throughout the school year shall be provided, on orientation day of the following school year, with a Savings Bond according to the following schedule:
  - a. One (1) through four (4) years of service = \$100.00 Bond
  - b. Five (5) through nine (9) years of service = \$200.00 Bond
  - c. Ten (10) years and beyond = \$300.00 Bond
3. Employees who begin the school year and are not off payroll for anytime up through November 30, 1992 shall be provided with an eighteen to twenty two pound turkey prior to Winter break.
4. Employees on Workers Compensation shall be considered on the payroll if he/she had two (2) sick leave days available at the time of the injury.

This Memorandum shall expire June 30, 1999 and requires the consent of both parties to modify and/or extend the terms of the Memorandum.

Should the parties agree that this program will not be continued, another program will be developed by the parties within the same cost perimeters namely 1/2 of 1% of payroll.

Ronald Whitmore  
For the Board

Terry Dorcy  
For the Union

3-26-97  
Date

March 26, 1997  
Date



MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

Teamsters Local #214

October 25, 1989

1989-90

Implementation of Performance Standards for drivers/monitors of special education (attached). This item is not part of the contract but has been agreed to by the unit.

PERFORMANCE STANDARDS FOR DRIVERS AND MONITORS  
OF SPECIAL EDUCATION STUDENTS

Special Education bus drivers must meet performance based certification requirements as determined by the school district.

Standards

1. Demonstrates proficiency in C.P.R. through certification.
2. Demonstrates proficiency in First Aid through certification.
3. Demonstrates proficiency in care of medically fragile students as required by the district.
4. Demonstrates willingness to accept in-service training in the care and understanding of handicapped children as determined by the district.
5. Demonstrates willingness to accept the additional responsibilities of transporting handicapped children; i.e., lift operations, restraints, wheelchair and/or adaptive equipment.

## Characteristics

1. Demonstrates an understanding of and compassion for the unique needs and individual differences of handicapped children.
2. Demonstrates the ability to accept and understand the physical and behavioral characteristics of each handicapping condition. For example: disfigurement; lack of control of body functions; seizures; communicable diseases; medically fragile; etc. Generally speaking emotionally impaired children look like other children but are incapable of functioning behaviorally like other children.
3. Demonstrates an above average ability to follow written and verbal instructions.
4. Demonstrates the ability and willingness to communicate effectively with the Supervisor and with teams; i.e., teachers, parents, therapists, and administrators.
5. Demonstrates the ability to handle crisis situations in a calm and professional manner.
6. Demonstrates the ability to be flexible.

Ronald Whitmore  
For the Board

Terry Orcey  
For the Union

3-26-97  
Date

March 26, 1997  
Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

Teamsters Local #214

At the beginning of each regular school year, each employee may contribute up to ten (10) sick days to the bereavement bank. Any days remaining in the bereavement bank at the end of any school year shall be carried over to the next school year.

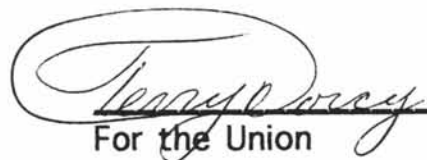
An employee may use days from the bereavement bank only when the employee has exhausted all sick leave days (or hours).

Days from the bereavement bank are to be used only to attend the funeral when a death occurs in the employee's immediate family. Immediate family shall include spouse, father, mother, brother, sister, children, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandparents.

There shall be a limit of three (3) days use from the bereavement bank for any one funeral.

This Memorandum shall expire June 30, 1999 and requires the consent of both parties to modify and/or extend the terms of the Memorandum.

  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Union

3-26-97  
Date

March 26, 1997  
Date

MEMORANDUM OF AGREEMENT

between

THE ANN ARBOR BOARD OF EDUCATION

and the

Teamsters Local #214

Employees whose route is composed of parts of differing school calendars may apply to use unpaid time during the spring break week containing the minimum portion of their route without penalty to the bond/turkey attendance incentive.

Route in this category will be identified at bid time in August. A copy of the calendar under which the route is being paid will be provided to the employee when available.

Ronald Whitmore  
For the Board

Terry Dorcy  
For the Union

3-26-97  
Date

March 26, 1997  
Date

