

7/69

8/25/97

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION FOR THE
SCHOOL DISTRICT OF DETROIT, MICHIGAN

AND

THE INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS (LOCAL 214)

BUS DRIVERS

TEAM LEADERS

DISPATCHERS

and

SCHEDULERS

August 26, 1994 - August 25, 1997

Detroit Public Schools

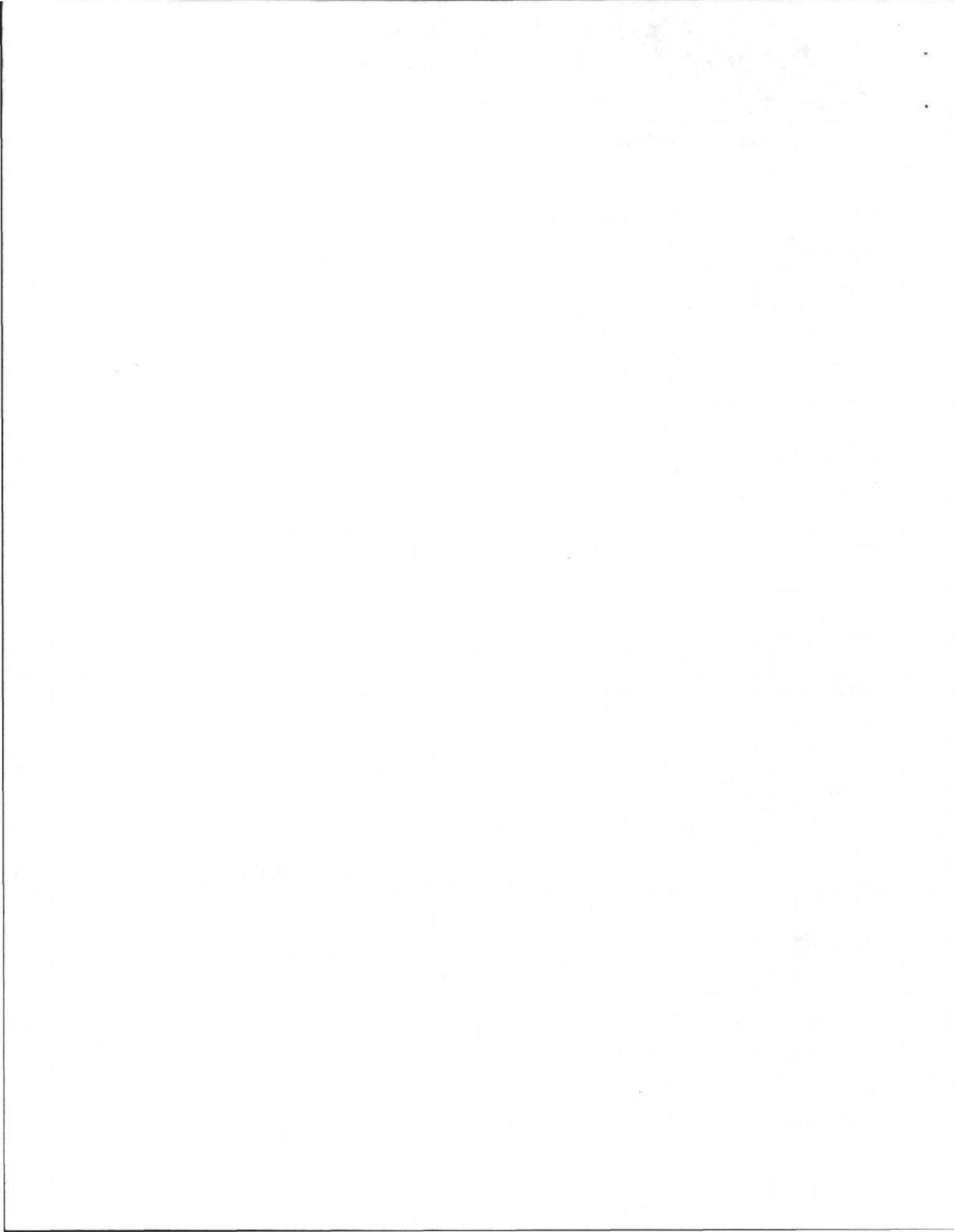
Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

TABLE OF CONTENTS

PURPOSE AND INTENT	1
ARTICLE I - RECOGNITION AND AGENCY SHOP	1
ARTICLE II - RESIDENCY	2
ARTICLE III - EMPOWERED SCHOOLS	2
ARTICLE IV - UNION FEES AND DUES	3
ARTICLE V - EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES	5
ARTICLE VI - UNION RIGHTS	5
ARTICLE VII - STEWARDS	6
ARTICLE VIII - SPECIAL CONFERENCES	9
ARTICLE IX - PROHIBITION AGAINST STRIKES	9
ARTICLE X - GRIEVANCE PROCEDURE	10
Grievance - Definition	10
STEP 1	10
STEP 2	10
STEP 3	11
STEP 4	12
STEP 5	12
STEP 6	13
ARTICLE XI - TIME LIMIT ON GRIEVANCES	14
ARTICLE XII - EVALUATION	14
ARTICLE XIII - PERSONNEL FILES	15
ARTICLE XIV - CONTRACTUAL WORK	15
D. FIELD TRIPS	16
ARTICLE XV - DEPARTMENTAL RULES	17
ARTICLE XVI - SUMMER WORK	17
ARTICLE XVII - TARDINESS TO WORK	17
ARTICLE XVIII - DISCHARGE AND DISCIPLINE	18

ARTICLE XIX - VETERANS' RIGHTS	19
ARTICLE XX - LOSS OF SENIORITY	20
ARTICLE XXI - LAYOFF	21
ARTICLE XXII - RECALL PROCEDURE	22
ARTICLE XXIII - NEW CLASSIFICATIONS	23
D. SCHEDULERS AND UPHOLSTERY REPAIRPERSONS	23
ARTICLE XXIV - SICK LEAVE AND FUNERAL LEAVE	24
A. Ten-month	24
Twelve-month	24
D. PERSONAL DAYS	24
E. ATTENDANCE RECORD	25
ARTICLE XXV - HOLIDAYS	26
ARTICLE XXVI - VACATIONS AND OFF DAYS	26
ARTICLE XXVII - WORKER'S COMPENSATION	27
ARTICLE XXVIII - MAINTENANCE OF CONDITIONS	27
ARTICLE XXIX - SAFETY PROCEDURES	27
ARTICLE XXX - PERSONAL PROPERTY LOSS	29
ARTICLE XXXI - WAGES	29
ARTICLE XXXII - BONUS (ATTENDANCE)	30
ARTICLE XXXIII - DOWN TIME	31
ARTICLE XXXIV - COMPUTATION OF BACK WAGES	31
ARTICLE XXXV - SEVERANCE PAY	32
ARTICLE XXXVI - LONGEVITY PAY	32
ARTICLE XXXVII - MATERNITY LEAVE	32
A. Requirements for Continued Work	33
B. Requirements for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (Without Pay, because sick bank is exhausted)	34
C. Requirements for Leave of Absence for Personal Business Without Pay	34
D. Requirements for Return to Work	35
E. Related Conditions	35

ARTICLE XXXVIII - PAID LUNCH PERIOD	36
ARTICLE XXXIX - JURY DUTY	36
C. Court Appearances	36
ARTICLE XL - MEDICAL EXAMINATIONS AND X-RAYS	37
ARTICLE XLI - INSURANCE	37
A. Health Insurance	37
3. OPT-OUT	37
B. Prescription Rider	38
C. Life Insurance	38
ARTICLE XLII - COST OF LIVING ALLOWANCE	39
ARTICLE XLIII - PREMIUM PAY	39
A. Holiday Pay	39
B. Overtime Pay	39
C. Call-In Pay	39
D. Special Education Drivers	39
F. OVERTIME/WEEKENDS/HOLIDAY	40
ARTICLE XLIV - PROMOTIONS	40
ARTICLE XLV - TEAM LEADERS	41
ARTICLE XLVI - ROUTE PICKS	42
H. SUB DRIVER	43
ARTICLE XLVII - UPHOLSTERY REPAIRPERSON	43
ARTICLE XLVIII - GUARANTEED WORK DAYS	44
ARTICLE XLIX - LEGAL PROTECTION	44
ARTICLE L - CLOTHING ALLOWANCE	44
ARTICLE LI - MILEAGE	44
ARTICLE LII - DURATION OF CONTRACT	44
ARTICLE LIII - SEPARABILITY AND SAVINGS CLAUSE	45
ARTICLE LIV - CHANGE AND TERMINATION	45
APPENDIX "A"	47
APPENDIX "B"	48



THIS AGREEMENT is entered into effective August 26, 1994 between the Board of Education of the School District of the City of Detroit, hereinafter referred to as the "Board" and Teamsters Local 214, an affiliate of International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America, hereinafter called the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of the school children of the City of Detroit, the Board, the employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Board's success in establishing and maintaining a proper service to the community.

To those ends, the Board and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I - RECOGNITION AND AGENCY SHOP

A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in

other conditions of employment for the term of this Agreement of all employees of the Board, who have been, and are, classified as Bus Drivers, Team Leaders, Dispatchers, Schedulers and Upholstery Repairperson.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment except discharged and suspended employees for other than Union activities.

ARTICLE II - RESIDENCY

Effective January 22, 1980, all members new to the bargaining unit shall establish and maintain residency within the limits of the City of Detroit as a condition of employment. A member of the Bus Driver, Dispatcher, Scheduler and Team Leader Unit who transfers into the Security Unit or Site Management Unit without a break in Detroit Board of Education service, will not be considered a member new to the unit for the purpose of residency.

ARTICLE III - EMPOWERED SCHOOLS

The Union and the Board are committed to creating empowered schools which will assure maximum choice, success and rewards for students, parents and all employees.

In this regard, an empowered school shall have the authority to develop policy that effects terms or conditions of employment which may deviate from contract provisions governing non-empowered schools; provided that such changes are approved by the Local School Empowerment Council (LSEC) and a majority of the affected employees in the empowered school.

The bargaining representative of the employees involved may request negotiations regarding the change made. Should the parties be unable to reach an agreement, either party may petition MERC to resolve the impasse.

ARTICLE IV - UNION FEES AND DUES

A. All employees covered by this Agreement or who become employees covered by this Agreement who are not already members of the Union or who are not already paying a service fee, shall, within sixty (60) days of the date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, become members, or in the alternative, shall, within sixty (60) days of the effective date of this provision or within sixty (60) days of their date of hire by the Board, whichever is later, as a condition of employment, pay to the Union each scheduled full, biweekly pay period, a service fee in an amount equal to the regular membership dues uniformly required of employees of the Board who are members. This provision is

effective immediately.

- B. The Board shall deduct from the pay of each employee, from whom it receives authorization to do so, the required amount for the payment of initiation fees, dues, or membership service fees. Such dues or fees, accompanied by a list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who had authorized such deductions and from whom no deductions are made and the reason therefore, shall be forwarded to the Union no later than forty (40) days after the deductions were made.
- C. An employee who shall tender or authorize the deduction of initiation fees, membership dues, or service fees, uniformly required as a condition of acquiring or obtaining membership in the Union shall be deemed to meet the condition of this Article as long as the employee is not more than sixty (60) days in arrears of payment of such dues or fees. D.D. The Board shall be notified, in writing, by the Union of any employee who is sixty (60) days in arrears in payment of membership dues or fees.
- E. The Board, upon receiving a signed statement from the Union indicating that the employee has failed to comply with this condition, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days and shall dismiss said employee accordingly through written notification, with a copy of the

communication forwarded to the Union.

- F. The Union shall notify the Board forty (40) days prior to any change in such dues, or fees.
- G. If any provision of this Article is invalid under federal or state law, said provision shall be modified to comply with the requirements of said federal or state law.
- H. The Union agrees that in the event of litigation against the Board, its agents or employees arising out of this provision, the Union will co-defend and indemnify and hold harmless the Board, its agents or employees for any monetary award arising out of such litigation.

ARTICLE V - EQUAL EMPLOYMENT AND UNION MEMBERSHIP OPPORTUNITIES

There shall be no discrimination against any person in employment or in the Union membership because of race, sex, religion, color, creed, or national origin. The parties will work together to assure equal employment opportunities for all. The Board will comply with all state statutes governing age discrimination.

ARTICLE VI - UNION RIGHTS

Members of this unit shall generally work within the scope of their classification. It is recognized that during a particular emergency an employee, in order to protect life or property, may perform a task which traditionally has fallen outside of his/her classification.

ARTICLE VII - STEWARDS

A. The Board shall recognize a Chief Steward and four (4) stewards (total of 5) within the bargaining unit. The Chief Steward and one other steward will be assigned to one terminal and the remaining two (2) stewards will be assigned to the other terminal.

B. With the exception of the chief steward, union stewards will only participate in hearings for members at the steward's work site.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the Chief Steward and/or the steward shall be permitted reasonable time to investigate and present grievances, but shall not receive any extra pay from the Board because of the performance of such duties. Whenever possible, meetings and hearings shall be held during regular working hours. Meetings initiated by management will be scheduled during regular working hours unless called as a result of an emergency. The stewards shall, to the extent possible, perform their duties as stewards without interference with their own job function, or the job functions of other employees. The stewards shall not leave their job to conduct duties as stewards without first securing the permission of the immediate superiors. The failure of a superior to grant reasonable time off may be the subject of a grievance.

- C. Notwithstanding their position on the seniority list, the Chief Steward and stewards, in the event of a layoff of any type, shall be continued at work as long as there is a job in their department which they can perform, and shall be required to work in the event of a layoff on the first open job in their department which they can perform. The stewards shall be permanent employees and shall have completed their probationary period in their current position.
- D. The Chief Steward and stewards shall serve on the Safety Committee at their respective terminals; the Chief Steward will serve on each terminal's Safety Committee.
- E. The Chief Steward and stewards (total of 5) will not have a regularly scheduled route, but will perform regularly assigned duties under the direction of the terminal manager or his/her designee. The Chief Steward only will be assigned eight (8) hours of work each work day, Monday through Friday. The four (4) remaining stewards will be assigned a minimum of 8 hours of work each day, Monday through Friday. The Chief Steward and stewards' hours of work shall be the same hours that are performed by the bus drivers. Outside of the Chief Steward, a steward who has seniority by pick of route, and if said route pick exceeds the guaranteed 7 1/2 hours of work, said steward shall receive the greater amount of hours as picked by virtue of his/her seniority. Regularly assigned duties shall include

but not be limited to the following:

1. Filling routes when there is a shortage of drivers;
2. Taking exchange coaches in the event of breakdowns;
3. Filling routes in case of emergency situations and accidents by drivers on the road;
4. Breaking in new drivers on routes with which they are unfamiliar;
5. Starting buses;
6. Directing bus traffic in the yard;
7. Accompanying new drivers on routes;
8. Making pre-trip bus checks;
9. Collecting and tabulating student load counts.

F. When management determines that a stand-by driver is required for Saturday, Sunday and holiday work, stewards will have first preference as stand-by, beginning with Chief Steward and proceeding to the four (4) remaining stewards on a rotating basis.

G. Stewards will be placed on overtime and field trip rosters by order of seniority and will be assigned such additional duties on a rotating basis along with other employees unless the condition in paragraph F. prevails.

H. As long as there are any C.D.L. Bargaining Union members, not including non drivers, in the terminal, a union representative must be present.

ARTICLE VIII - SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Local Union President or his/her designated representative and the Department of Labor Affairs upon the request of either party. Such meetings shall be attended by no more than three (3) representatives of the Board and by no more than three (3) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

These conferences shall take place during the regular work day, and the employees involved shall not suffer loss of time or pay.

ARTICLE IX - PROHIBITION AGAINST STRIKES

There shall not be any strike action or other concerted withholding of services of any type engaged in by the Union or any of the employees in this unit against the Board, nor shall any such action be encouraged by the Union. There shall be no lockout by the Board against the Union. The Union will take all affirmative steps necessary to constitute a good faith effort to discourage, prevent and terminate any strike action or other concerted withholding of services of any type against the Board by any of its members, and the Board will not engage in unfair

labor practices calculated to provoke such action by the union members.

ARTICLE X - GRIEVANCE PROCEDURE

Grievance - Definition

A grievance is a claim by one or more employees of improper application or interpretation of this Agreement which is claimed to be violated, and the specifics of such violation.

STEP 1

An employee who believes that he/she has a grievance or that any provision of this Agreement has been improperly applied or interpreted, may discuss his/her complaint with the immediate supervisor, with or without his steward, or designated representative; both parties shall discuss the complaint in a friendly manner and will make every effort to reach a satisfactory settlement at this point. The employee shall have the right to discuss the complaint with his steward or designated representative before any discussion with his/her supervisor. The immediate supervisor shall make arrangements for the employee to have sufficient time off where necessary to discuss the complaint with the supervisor in the presence of the steward or designated representative if requested by either party.

STEP 2

If the matter is not satisfactorily settled, a grievance may

be submitted in written form by the steward to the immediate supervisor. The written grievance shall set forth the nature of the grievance, date of the matter complained of, identify the employee(s) involved, and the provision of this Agreement that the Union claims the Board has violated. The answer of the immediate supervisor shall include the result of his/her investigation of the grievance. Such answer shall be presented to the steward or designated representative within two (2) working days. This time may be mutually extended by the parties.

STEP 3

- A. If the immediate supervisor's answer is not acceptable to the Union, the steward or designated representative will refer the grievance to the Local Union President or his designated representative who may submit an appeal to the department head. The department head, or his/her designated representative, shall set up a meeting between at least two (2) and not more than three (3) representatives of the Union and not more than three (3) representatives of the Board, and each meeting shall take place within five (5) working days from the date an agenda for such meeting is received from the Union by the Board representative or his/her designated representative. This time may be mutually extended by the parties.
- B. The Union representatives designated to attend such a meeting shall not lose time or pay for attending such a

meeting, provided he/she is on payroll status at the time of the meeting.

- C. The Board's representative or his/her designee shall have three (3) working days from the date of the meeting to answer the grievance(s) in writing and submit his/her answer to the Local Union President or his/her designated representative, with a copy to the Chief Steward.

STEP 4

If the answer of the department head or his/her designated representative is not acceptable to the Union, the Local Union President or his/her designated representative may appeal the grievance to the Executive Director or his/her designated representative and a meeting as described in 3.A above shall apply between both parties and shall take place within five (5) working days of the receipt of such appeal. The Board representative shall have five (5) working days from the date of the meeting to answer the grievance(s) in writing and submit his/her answer to the Union.

STEP 5

If the grievance(s) is not resolved at the previous step, the Union may, within fifteen (15) working days of the receipt of the answer, appeal the grievance(s) to the General Superintendent or his designated representative and a meeting between both parties shall take place within five (5) working days of receipt

of such appeal. Board employees participating for the Union shall be limited to two (2) plus no more than two (2) eyewitnesses. The General Superintendent or his/her designated representative shall have fifteen (15) working days from the date of the meeting to answer the grievance(s) in writing and submit his/her answer to the Union and the aggrieved.

STEP 6

- A. If the grievance is not resolved at the above step, either party may within ten (10) working days after the response at Step 5 and upon written notice to the other party, appeal this matter to arbitration through the American Arbitration Association. A copy of the appeal shall be sent to the other party. The selection of the arbitrator shall be made in accordance with the rules of the American Arbitration Association. The fees and expenses of the arbitration shall be equally charged to and paid by the parties.
- B. The arbitrator shall limit his/her decision to the interpretation, application or enforcement of this Agreement, and he/she shall be without power or authority to make any decision which will modify or vary any terms here-under in any manner whatsoever.
- C. The arbitrator's decision shall be binding on the Union, the employer and the aggrieved.

ARTICLE XI - TIME LIMIT ON GRIEVANCES

Any grievance under this Agreement which is not filed in writing by the employee involved, in individual grievances, or by the steward or designated representative in cases involving more than one employee or a matter of policy, within ten (10) working days after the grievance arises, shall not be considered a grievance. The grievance time limit does not apply to errors that might occur in paycheck computations.

The time elements in the first three (3) steps can be shortened or extended by mutual written agreement.

In an instance wherein the subject matter of the grievance lies within the exclusive jurisdiction of a specific Board of Education department, the grievance steps can be shortened or eliminated by mutual written agreement.

ARTICLE XII - EVALUATION

The employer shall evaluate employees at least once a year using Form #4242. The employee shall receive a copy of each evaluation.

Progress reports, reviewed with the employee by the Terminal Manager or his/her designee(s), will provide a periodic record of the job performance and will serve as a basis for the annual evaluation. The employee shall receive a copy of these reports.

ARTICLE XIII - PERSONNEL FILES

- A. Materials relating to any Union member and retained in his/her department shall be kept under the direct control of the Board or its designated representative.
- B. Upon written request from the employee, an employee in this bargaining unit, or his/her union representative, may view specific named materials retained in the department relating to him/her with the Board, or its designated representative.
- C. No reports shall be placed in the employee's personnel file until the employee receives a copy thereof. Where the employee disagrees with the report, he/she shall have a right to have his/her response placed in the personnel file.
- D. Personnel records are subject to be used only in accordance with applicable laws and statutes.
- E. Reports in the employee's personnel file which were not tendered to him/her or which he/she had no prior knowledge will not be used in any court, arbitration and/or administrative hearings.
- F. Any letters of commendation received by management addressing an employee's performance will be placed in the employee's personnel file at the work site. An employee who directly receives a bonafide letter of commendation may request that said letter be included in his/her file at the work site.

ARTICLE XIV - CONTRACTUAL WORK

- A. The right of contracting or sub-contracting is vested in the Board. The right to contract or sub-contract shall not be used for the purpose or intention of undermining the Union nor to discriminate against any of the members, nor shall it result in a reduction of the present work force.
- B. In cases of contracting or sub-contracting affecting employees covered by this Agreement, the Board will hold advance discussions with the Union prior to letting the contract. The Union representatives will be advised of the nature, scope and approximate days of work to be performed and the reasons (equipment, manpower, etc.) why the Board is contemplating contracting out the work.
- C. Should any provision or article of this Agreement be held invalid by a change in statute or federal law or by a court of law, the rest of the Agreement shall remain in effect and negotiations shall be entered into immediately to replace the article or provision.
- D. **FIELD TRIPS:**
All field trips shall be assigned to drivers employed by the Department of Transportation when possible during the week. Any weekend and/or holiday field trips will be assigned to the Department of Student Transportation drivers prior to being vendored to subcontractors, if it can be shown to be cost effective.

ARTICLE XV - DEPARTMENTAL RULES

- A. The Board or the department may develop personnel rules and policies for use with its employees. It is understood that policies and procedures may change or be modified. Any major change of rules or policies affecting the working conditions of members of this bargaining unit will be negotiated with the Union before implementation.
- B. It is the intention of the Board to provide each employee with a handbook of departmental rules, policies and procedures relating to his/her responsibilities.
- C. In the event that the Board and the Union cannot agree upon the terms and conditions of a proposed substantive change of rules or policies, the Union may file a grievance at Step 2 of the Grievance Procedure.

ARTICLE XVI - SUMMER WORK

When management determines that extended work is necessary or available during periods outside of the regular school year, dispatchers and team leaders shall be allowed to bid by seniority on such assignments.

ARTICLE XVII - TARDINESS TO WORK

Because of the critical need to adhere to bus schedules, employees who report to work five (5) minutes or more late may be sent home without pay for the day in question. Once an employee has been told to go home by management because of tardiness, the

employee has the option of staying or going home if he/she is later requested to work on the same day.

ARTICLE XVIII - DISCHARGE AND DISCIPLINE

- A. The employee shall have the right to Union representation at every step of the procedure detailed in this article.
- B. An employee's decision not to seek Union representation shall not be used as a precedent by the employer in any similar case.
- C. The Board agrees upon the suspension or discipline of an employee to promptly notify the Union and the steward and to confirm such notice in writing.
- D. The charges resulting in such suspension or discipline shall be reduced to writing within three (3) working days by the head of Student Transportation or his designee and copies shall be furnished to the employee and if the employee so designates, to the steward. The employee shall sign a copy of the charges indicating receipt only.
Refusal to sign receipt for charges or any documents when offered will be considered as an acknowledgement of receipt when witnessed by another individual.
The refusal of the employee to sign shall not constitute any violations in his/her behalf.
- E. Within three (3) working days of receipt of the charges, the employee may request a departmental hearing.
- F. The grievance submitted by the employee shall state his/her

response to the charges and the remedy the aggrieved is seeking.

- G. The employee at this hearing may produce witnesses substantiating his/her position. Upon request of either party, this hearing may be rescheduled.
- H. The head of Student Transportation shall issue his/her decision within three (3) working days of the end of the hearing, with a copy to the employee and the steward.
- I. If an employee has been recommended to be discharged, or if an employee is suspended for eight (8) days or more, the matter shall be referred to Step 4 of the Grievance Procedure.

ARTICLE XIX - VETERANS' RIGHTS

- A. The re-employment rights of employees returning from a military leave will be equal to applicable laws and regulations.
- B. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their military pay plus allowances and their regular pay with the Board when they are on full-time active duty in the Reserve or the National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except the employer may extend this limit in proper cases.

- C. An employee who is appointed or assigned to a regular position with the Board from a seasonal position with the Board after having worked continuously as a seasonal employee for at least six (6) months shall, upon becoming a regularly appointed employee, have seniority from the date of his/her last hiring as a continuous seasonal employee.
- D. Seniority shall not be affected by the race, religion, sex, age, creed, marital status or number of dependents of the employee.
- E. A seniority list as of the date of this Agreement will be supplied the Union. Said list will show the names and job titles of all employees of the unit entitled to seniority, and will be posted in each work area.
- F. The Board will keep the seniority list up to date at all times and will provide the local Union with up-to-date copies at the beginning of each new semester.

ARTICLE XX - LOSS OF SENIORITY

An employee shall lose his/her seniority for the following reasons:

- A. Voluntary termination.
- B. Involuntary termination - i.e., discharge from employment from which there has been (1) no appeal to the procedures as outlined in this Agreement; (2) no re-instatement by the employer; or (3) no reversal thereof by the Court, a decision of an arbitrator, an arbitration panel or some

other competent tribunal.

- C. Absence from employment for five (5) consecutive working days without notifying the Board. The Board may make an exception of this rule in appropriate cases. After such absence from his/her employment, the Board will send written notification to the Union and to the employee at his or her last known address, indicating thereon (1) that he/she has lost his/her seniority, and (2) his/her employment has been terminated. If the disposition made in any such case is not satisfactory, the aggrieved employee may initiate a grievance procedure within the time limitations, and according to the terms and conditions of this contract.
- D. Failure to return to work upon recall from lay-off status immediately, or at such date, time, and place as the employer may so designate.
- E. Failure to return from sick leave and/or leaves of absence. In such case, the employer shall process the employee's inaction, as indicated in sub-paragraph "C" above.
- F. Retirement under the terms of any retirement program.

ARTICLE XXI - LAYOFF

- A. Lay-off means a reduction in the work force due to a decrease in work or lack of funds.
- B. If a lay-off becomes necessary, the following procedure will be followed:
 - 1. E.S. employees will be laid off first.

2. Probationary employees will then be laid off.
 3. Regularly appointed employees will be laid off in accordance with their seniority.
- C. Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days notice of lay-off and wherever possible, a two-week notice shall be given. In the event of strikes, by other bargaining units, employees may be laid off with two (2) days notice. The employer shall transmit a list of the employees, who are being laid off, to the local Union representative on the same date that the notices are issued to the employees.
- D. Stewards of the Union, capable of doing the work available at the time of layoff, shall be retained regardless of their seniority rank.

ARTICLE XXII - RECALL PROCEDURE

- A. Employees in this bargaining unit will be recalled from layoff according to their seniority and ability to do the work. Notice of recall shall be sent by registered or certified mail to the employee at his/her last known address.
- B. Recalled employees shall be considered as quits if they:
1. Do not return to work within ten (10) days of the mailing of a recall notice.
 2. Retire under the terms of any retirement program.

3. Do not return at the expiration of a leave of absence.

4. Formally resign.

The employee is responsible for notifying the Board's Personnel Records Office of any change in his/her address immediately after such change.

ARTICLE XXIII - NEW CLASSIFICATIONS

A. In the event of a substantial change in a job classification in this unit or if a new classification is added to this unit by the employer or by a certification issued by the State of Michigan, the employer shall establish the rate of pay for such job.

B. Upon request from the Union, the parties will enter into negotiations on the establishment of the new rate.

C. The current classification of Router/Dispatcher shall be replaced by two new classifications; Schedulers and Dispatchers. The pay rates will be identical. Schedulers will work in Special Education and in the Routing and Scheduling section. Dispatchers will work in the terminal dispatch offices. Personnel presently in those positions will have a one time option on becoming Schedulers or Dispatchers.

D. **SCHEDULERS AND UPHOLSTERY REPAIRPERSONS:**

Effective November 22, 1994, all persons classified as Scheduler and Upholstery Repairperson shall be forty (40)

hour, twelve (12) month employees. Vacation shall accrue per the schedule in Article XXVI.

ARTICLE XXIV - SICK LEAVE AND FUNERAL LEAVE

- A. **Ten-month** employees in this unit shall receive sick leave at the rate of fifteen (15) days per year, to be earned at the rate of .76 days for each biweekly period worked. The number of hours in each sick leave day earned will be equal to the number of hours of work per day assigned to the employee's route during the period that the sick day is earned.

Twelve-month employees in this unit shall receive sick leave at the rate of seventeen (17) days a year, to be earned at the rate of .65 days for each biweekly pay period.

- B. Sick time is accrued only for regular work days - Monday through Friday, not on Saturdays, Sundays, during the summer or any other non-working, non-paid days.
- C. Employees will not be required to obtain a doctor's sick slip for one day of illness; however, suspected instances of abuse of sick leave may be investigated and the Board may take remedial action.

D. **PERSONAL DAYS:**

All members of the bargaining unit shall be able to use up to two (2) days for personal business. Said personal business days shall be deducted from the employee's sick leave bank. Said personal business days will have no

bearing on the employee's attendance record.

E. ATTENDANCE RECORD:

All employees covered by the Agreement shall have their attendance record purged of any occurrence(s) more than three (3) years old.

F. Absence due to death of a member of the immediate family may be charged to sick leave to the extent of one (1) to five (5) scheduled working days as necessary for each death.

(1) Included in the immediate family membership:

husband, wife, children, father, mother, grandfather, grandmother, brothers, sisters, mother-in-law, father-in-law, and any other relative or non-relative living and making his/her home in the household of the employee.

(2) The working days allowed must be consecutive scheduled working days:

a. If employee works on a day of death: The days allowed do not include day of death, but begin with the first scheduled working day immediately following the day of death.

b. If day of death is a scheduled work day and employee does not work on that day: The days allowed begin with and include the day of death.

c. If day of death is not a scheduled work day or occurs during vacation periods: The days

allowed are those scheduled working days (or actual working days following vacation period) which fall within seven (7) consecutive calendar days including day of death.

ARTICLE XXV - HOLIDAYS

All unit employees shall be entitled to the following holidays: Labor Day, Veterans' Day (afternoon only), Thanksgiving Day, the day following Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King's Birthday, Good Friday, and Memorial Day. If any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; if the holiday falls on Sunday, Monday shall be observed as the holiday.

ARTICLE XXVI - VACATIONS AND OFF DAYS

No employee within this bargaining unit shall be entitled to receive any vacation time and/or off days during the term of this Agreement with the exception of Schedulers and Upholstery Repairpersons.

Effective November 22, 1994, employees classified as Schedulers and Upholstery Repairpersons will become twelve (12) month employees. Vacation time for these employees will be earned as follows:

After 1 year of service - 1 week - .19 per pay period
After 2 years of service - 2 weeks - .38 per pay period*

After 3 years of service - 3 weeks - .57 per pay period

After 10 years of service - 4 weeks - .77 per pay period

After 20 years of service - 5 weeks - .96 per pay period

*Employees classified as Schedulers as of the date of this Agreement shall receive earned vacation at the rate of 0.38 days per pay period. Any subsequent Scheduler hirees shall begin accrual at 0.19 days per pay period.

ARTICLE XXVII - WORKER'S COMPENSATION

The employer shall provide worker's compensation protection for all unit employees, in accordance with the laws of the State of Michigan.

ARTICLE XXVIII - MAINTENANCE OF CONDITIONS

Except as expressly stated herein, nothing in this Agreement is intended to modify or diminish the benefits, responsibilities, privileges or conditions of employment in effect at the time of the execution of this Agreement.

ARTICLE XXIX - SAFETY PROCEDURES

A. The Board shall maintain its safety standards and practices as they relate to the operation of vehicles and equipment during the life of this Agreement. In instances where continued operation of a vehicle will result in a hazard to life or property, the operator shall immediately notify his/her superior. The refusal of an employee to operate

equipment which is dangerous shall not constitute a violation of this Agreement.

- B. An employee involved in any accident involving personal injury or property damage shall immediately report said accident to his/her superior. The employee shall, as soon as possible, make out an accident report in writing on forms furnished by the Board, report the accident to police if so directed by superior, and shall turn in all available names and addresses of witnesses to the accident. An employee may obtain a copy of the Board's accident report, which the employee completes, if desired. Failure to comply with this provision shall subject such employee to disciplinary action by the employer. If the employee involved in the accident requests a steward to be present at an interrogation relating to the accident, such request will be granted.
- C. A Safety Committee composed of representatives from management and the Union shall be established at each terminal. The Chief Steward shall represent the Union on each committee together with the appropriate stewards assigned to the terminal.
- D. An employee may retain a copy of the Daily Coach Condition Card, if the employee so desires. The employee's copy must also be initiated by the supervisor.
- E. The Union and the Board are unequivocally opposed to any member of this unit reporting to work in a condition which would impair the operation of a vehicle and the safety and

well being of the student passengers.

Employees who report to work under the influence of alcohol, drugs, and/or medication, which may impair their ability to perform their work, will subject themselves to disciplinary action.

ARTICLE XXX - PERSONAL PROPERTY LOSS

The Board shall pay up to \$200 per year toward personal property damage, only, actually incurred by an employee.

Personal property is defined as anything a person would normally wear or carry into the building or location, but does not include cash, automobiles or motorized vehicles of any sort.

The parties recognize and agree that in the event the employee also collects money for the same loss from his/her own insurance carrier, the employee is obligated to reimburse the employer.

Settlement for any loss claimed under this section shall be made at the end of the semester in which the loss is verified through the presentation of receipt or bills by the employee.

ARTICLE XXXI - WAGES

- A. 1. Effective August 26, 1994, all bargaining unit members shall receive a wage increase of 3%.
2. Effective August 26, 1995, all bargaining unit members shall receive a wage increase of 3%.
3. Effective August 26, 1996, all bargaining unit members

shall receive a wage increase of 3%.

B. With the exception of \$400.00 to be paid to the Teamsters Security Retirement System in August of each year, the following bonuses will be paid to all regular Board employees on the payroll as of December 15 of any year and said bonus will be paid directly to the employees:

Christmas Break	\$300.00
Winter Break	\$300.00
Easter Break	\$300.00
Return to work in September	\$250.00

ARTICLE XXXII - BONUS (ATTENDANCE)

A bonus check, based upon each day worked during the regular school year, and not to exceed a total of seventy (70) hours at the employees' appropriate rate of pay, shall be paid to each bus driver at the end of the school year.

Retirees during the school year, employees who transfer to another Board of Education department, or employees who voluntarily resign subsequent to May 1 of the school year will be paid the above bonus on a pro-rated basis.

Excluded from the bonus payment will be those employees who are terminated for just cause.

An additional bonus of \$100 will be paid to those bus drivers who actually work a total of 170 full days during the school year.

The bonus due July, 1984 shall be paid by July 9, 1985.

The bonus due July, 1985 shall be paid in September, 1985.

Bonus payments in remaining years of the Agreement shall be paid in July.

The Union agrees that the bonus payments referred to shall be paid without interest. With the resolution of the bonus payments, the parties agree the decision in June, 1984 by MERC is no longer an issue between the parties.

ARTICLE XXXIII - DOWN TIME

Effective with the beginning of the 1980-81 school year, when management determines that the time between driving assignments is forty-five (45) minutes or less, drivers will not be required to punch out from one assignment and remain off the clock until the next driving assignment begins..

ARTICLE XXXIV - COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate of pay.

In computing the amount of back wages to be paid by the Board in settlement of any meritorious back wage claim, the Board may deduct an amount equal to the interim earnings of the employee from any source so that the earnings of the employee during the back wage period will not exceed the earnings the employee would have received from the Board had he/she been employed by the Board at his/her regular rate of pay.

ARTICLE XXXV - SEVERANCE PAY

The Board shall pay one-half of the unit employee's accumulated sick leave up to a maximum of thirty (30) days pay in the event of retirement or death.

ARTICLE XXXVI - LONGEVITY PAY

Each unit employee will receive a total of one hundred and fifty dollars (\$150) for all ten-month employees and one hundred and eighty dollars (\$180) for all twelve-month employees, annually, as longevity pay after the completion of eleven (11) years of employment with the Board.

ARTICLE XXXVII - MATERNITY LEAVE

Absences from work which are associated with pregnancy, childbirth, and childcare shall be subject to the respective regular Board provisions as applicable for approved illness absence. Leave of absence for illness (without pay because sick bank is exhausted), approved absence without pay, or leave of absence for personal business (except as specifically otherwise provided in the Statement of Policy).

Since continuing to work, disability absence and return to work are predicted on medical conditions, the failure of a pregnant employee to give required notice and submit the required medical evaluations and/or certifications from her physician shall be cause, at the discretion of the Board, after ten (10)

days notice, to place the employee on leave of absence for personal business.

A. Requirements for Continued Work:

1. The employee who has become pregnant is expected to notify her principal or other administrator as soon as possible after her condition is confirmed, but shall so notify the administrator before the end of her fourth month of pregnancy.
2. In order to provide for maximum continuity of service, the employee is expected to inform her administrator in writing of the tentative dates of leaving and returning as soon as possible after her condition is confirmed. Notification of tentative dates shall be given in writing no later than the end of the fourth month of pregnancy. Tentative dates may be revised.
3. An employee may continue to work in her current assignment provided that the employee shall submit **Form 4306-Medical Office Physician Certificate -- Maternity (Only)**, from her personal physician which shall certify the anticipated date of delivery, and that she is able to work in her current assignment, and further provided that she is able to, and continues to fulfill all conditions of requirements of employment in her current assignment and demonstrates the ability to conduct her regular duties and activities on the job.

B. Requirements for Approved Illness Absence for Disability (Illness) With Pay, or Leave of Absence for Illness (Without Pay, because sick bank is exhausted):

1. The date of leaving work because of disability shall be determined by the employee and her physician provided that it is certified by the Board Medical Examiner that the employee is unable to work.
2. During the period of absence because of disability associated with pregnancy and/or childbirth, the employee is entitled to approved illness absence with pay to the extent of her sick leave bank, subject to all provisions for illness absence, provided that disability to work is certified by her personal physician and confirmed by the Board Medical Examiner.
3. An employee shall not move from any unpaid leave of absence status to paid disability absence status.
4. An employee shall not move from a paid disability absence to an approved absence without pay.

C. Requirements for Leave of Absence for Personal Business Without Pay:

An employee shall upon request be granted a leave of absence for Personal Business for absences which are not disability absences but are related to the preparation for childbirth and/or care of a newborn or newly adopted child. Such leave of absence is subject to the regular provisions for leave of absence for Personal Business.

D. Requirements for Return to Work:

1. After childbirth, the employee's return must be approved by the employee's personal physician and the Board Medical Examiner.
2. During the period of disability, or approved absence without pay of up to four (4) weeks, the employee's regular position will be held, subject to the regular procedures for approved illness absence, and the regular procedures for approved absence without pay.
3. Regular conditions and provisions applicable to returns to active employment from illness absence, a leave of absence for illness, personal business or resignation shall apply.

E. Related Conditions:

1. Regular conditions and provisions for continuation of insurance which apply to approved absences and/or leave of absence shall apply.
2. The decision of the Board Medical Examiner is binding except that if an employee is not satisfied with the decision of the Board Medical Examiner, as to her ability or disability for work, the employee may appeal the decision under the following conditions:

The Board Medical Office shall provide a list of at least three (3) appropriate specialists. The employee shall consult any one of those designated at her own expense. The determination of the

specialist shall be final and binding as to whether the employee is able or unable to work.

3. The Office of Personnel may require a medical examination by the Board of Education Medical Examiner for an employee at any time when the employee's ability or disability for work is questioned.

ARTICLE XXXVIII - PAID LUNCH PERIOD

No employee, who is covered by this Agreement, shall receive a paid lunch period.

ARTICLE XXXIX - JURY DUTY

- A. An employee, upon receipt of a questionnaire or summons for jury duty, shall immediately report that fact to the unit head or his/her designee.
- B. An employee who is absent for the performance of jury duty shall continue to be paid the difference, if any, between his/her regular salary and the fee for jury duty, excluding his mileage allowance, for the period not to exceed sixty (60) days in any calendar year.
- C. **Court Appearances:** Employees will be allowed necessary time off without loss of pay for required testimony or participation in any court case or administrative proceeding relating to the legitimate performance of job duties and responsibilities unless the employee initiates a suit against the employer. Employees attending court, inquest,

or other investigations under instructions of the Board or employees subpoenaed by a third party in court action which involves the direct interest of the Board, will be allowed the same compensation that would have been earned on his/her assignment.

ARTICLE XL - MEDICAL EXAMINATIONS AND X-RAYS

All employer-required medical and/or x-ray examinations will be fully paid by the Board.

ARTICLE XLI - INSURANCE

A. Health Insurance:

1. The Board shall provide health insurance coverage for every unit employee who is regularly employed for twenty (20) hours per week or more. The health insurance coverage shall become effective on the first day of the month after the effective date of this Agreement or the first day of the month after the date of the employee's hire, whichever is later.
2. Effective January 1, 1995, all bargaining unit members shall participate in the Detroit Public Schools Point of Service Health Coverage Plan.
3. **OPT-OUT:** Employees who are covered by a health care plan offered by an employer other than the Board and can establish such coverage, who do not elect to take hospitalization-medical coverage offered by the Board,

may each enrollment year at the time of the enrollment period, opt out from Board coverage and for said enrollment year receive a \$1,200 payment from the Board as payment in full. Once an employee opts out for a given year, the employee will not be able to receive the Board's coverage until the next enrollment period, unless the employee loses his/her eligibility for the alternate coverage. If the employee returns to the Board's coverage under the conditions just stated, the employee shall pay back pro rated the said \$1,200 payment provided herein. The \$1,200 will be paid for each enrollment year that the employee elects to opt out under this provision.

B. Prescription Rider:

The Board shall provide and pay a two dollar (\$2.00) Prescription Rider for each employee within the bargaining unit and his/her family.

C. Life Insurance:

Effective the first day of the month following Board approval of this Agreement or the first day of the month after the employee's date of hire, whichever is later, each employee who regularly works twenty (20) hours per week or more, shall receive a \$12,500 group life insurance policy fully subsidized by the Board.

D. Unit employee shall be entitled to Heritage Optical Insurance only during the term of this Agreement.

- E. Effective September 1, 1984, the Board shall pay two hundred eighty-five (\$285.00) per employee per year to the Teamsters Dental Fund. This amount shall not be increased during the life of this Agreement. All members of the unit shall be eligible for participation in the fund. The Board shall not provide any other dental insurance for members of the unit.

ARTICLE XLII - COST OF LIVING ALLOWANCE

No unit employee shall be entitled to receive a cost of living allowance during the term of this Agreement.

ARTICLE XLIII - PREMIUM PAY

- A. **Holiday Pay:** Each unit employee shall be paid at the rate of one and one-half (1-1/2) times his/her regular rate plus his/her regular pay for work performed on holidays, as designated in Article XXV above.
- B. **Overtime Pay:** Each unit employee shall be paid at the rate of one and one-half (1) times his/her regular rate for all hours worked in excess of eight (8) hours per day or forty (40) hours during any single payroll week.
- C. **Call-In Pay:** Each unit member shall be entitled to receive call-in pay at straight time for time actually worked, unless sub-paragraph "B" above (Overtime) applies, or a minimum of two (2) hours straight time, whichever is greater.

- D. **Special Education Drivers:** No Special Education drivers shall be entitled to any additional hourly rate for the services rendered for, and on behalf of, the Board during the term of this Agreement.
- E. Saturday work is to be paid at the rate of time and one-half (1-1/2) for the day. Sunday work is to be paid at two (2) times the hourly rate.
- F. **OVERTIME/WEEKENDS/HOLIDAY:** Any driver who accepts an overtime assignment and does not perform the assignment, without proper notification, shall be eliminated from the rotation list for the balance of the school year. Proper notification must be provided to the driver's supervisor by the latter of 6:00 P.M., or the driver's punch out time, on the Friday preceding the weekend or the day immediately preceding the Holiday. If proper notification is given by the driver, he/she will be eligible for the following overtime assignment dictated by his/her seniority. A second such occurrence within the school year shall eliminate him/her from the rotation for the balance of the school year.

ARTICLE XLIV - PROMOTIONS

The following are guidelines in terms of promotional language:

- A. Bus driver unit employees shall have preference upon openings that occur in the Dispatcher, Scheduler and Team Leader classifications.

- B. Openings shall be posted within the bargaining unit listing classifications, job specifications, and work duties.
- C. Employees wishing to apply shall submit a written application to the Office of Non-Instructional Personnel.
- D. After employees complete the screening process and are placed on the eligibility list, as openings become available, the openings will be filled by the most senior person from the date of his/her hire in the bargaining unit.
- E. The successful senior candidate shall be given sixty (60) days probationary period. Any employee who does not successfully complete the probationary period shall be returned to his/her former position, without loss of seniority.
- F. Employees have the right to review their performance in the screening process with the Office of Support Staff Personnel.

ARTICLE XLV - TEAM LEADERS

Since the duties and responsibilities of Team Leaders can be carried out only when drivers are working, the Team Leaders shall work eight hour split shifts each regular day of operation during the school year, four (4) hours in the morning and four (4) hours in the afternoon. Times of the shifts will be set by the terminal manager; shifts will be selected by employees on the basis of seniority. One Team Leader, based on seniority, will be scheduled for a straight eight (8) hour shift.

ARTICLE XLVI - ROUTE PICKS

- A. The first route pick shall be held and completed no later than the Thursday prior to the start of school.
- B. A second route pick shall be held and completed no later than the Thursday following the School District's fourth Friday count for the Fall Semester. Said route pick shall be implemented no later than the third Monday following the fourth Friday count, unless mutually agreed to between the parties.
- C. All drivers who are not available on the date selected to pick a route shall put in writing, to the terminal manager and the Union, three (3) route choices. Management will assign a route to the affected driver(s) by his/her bargaining unit seniority. If none of the three (3) route choices are available, the Union picks the unavailable driver's route.
- D. Any Driver who is on an approved leave of absence greater than thirty (30) days in duration will not be eligible to pick a route.
- E. Any driver who is placed on an approved leave of absence of thirty (30) days or more, shall have his/her route placed on a "bid" sheet and posted in his/her respective terminal for a period of five (5) working days for re-bidding by all drivers. At the close of the fifth (5th) working day normal business hours; the affected route shall be filled by the most senior bargaining unit employee who signed the bid

sheet.

- F. Any driver returning from an approved leave of absence shall have option of accepting a permanent route, which would not cause a re-bid or do work as a sub-driver for the balance of the school year. The only exception to the above would be those individuals returning from an approved workers' compensation injury. Those individuals shall be placed, if possible, in a route that reflects their seniority. If, however, such a route is unavailable, the individual will be placed as management deems appropriate for a workday and compensation that corresponds with his/her assignment immediately prior to the injury. In addition, the individual must participate on the next available route bid.
- G. Any route that increases or decreases in time by thirty (30) minutes or more, for at least thirty (30) consecutive working days, shall be posted for re-bid.
- H. **SUB DRIVER:** Any vacant route less than thirty (30) days duration, but more than five (5) days, shall be assigned to the most senior sub driver.
- I. Once a driver has selected a route, said driver shall maintain said route for a minimum of thirty (30) days.

ARTICLE XLVII - UPHOLSTERY REPAIRPERSON

The position of upholstery repairperson shall be established as a forty (40) hour, twelve (12) month position. There will be at least one (1) position at each terminal. Compensation shall

commence at the beginning Bus Driver's rate and corresponding step increases in subsequent years. Vacation accruals will be at the same rate as schedulers.

ARTICLE XLVIII - GUARANTEED WORK DAYS

No unit employee shall be entitled to receive a guarantee of payment for work performed, except as specifically provided in this Agreement.

ARTICLE XLIX - LEGAL PROTECTION

The employer shall provide legal assistance to unit employees acting within the limits of their authority and responsibility in the event that a criminal complaint is made or civil court action is instituted for damages.

ARTICLE L - CLOTHING ALLOWANCE

No unit employee shall be entitled to receive a clothing allowance for services rendered for, and on behalf of, the Board during the term of this Agreement.

ARTICLE LI - MILEAGE

Effective March 1, 1992, the mileage rate for a maximum 700 miles per calendar month per employee shall be twenty-seven and one-half cents (\$.27.5).

ARTICLE LII - DURATION OF CONTRACT

The effective dates of this Agreement are August 26, 1994 to August 25, 1997

ARTICLE LIII - SEPARABILITY AND SAVINGS CLAUSE

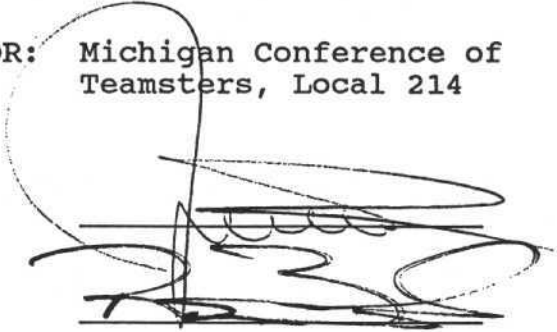
- A. In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the expressed intention of the parties that all other provisions herein shall remain in full force and effect.
- B. The Board reserves the right to discipline and discharge for just cause. The Board shall have the right to determine reasonable schedules of work and to establish the method and processes by which such work is performed and any other reasonable provision that allows the department to effectively provide service for the Board, provided they do not conflict with the terms of this Agreement. The Union shall have the right to grieve on the interpretation and application of these provisions.

ARTICLE LIV - CHANGE AND TERMINATION

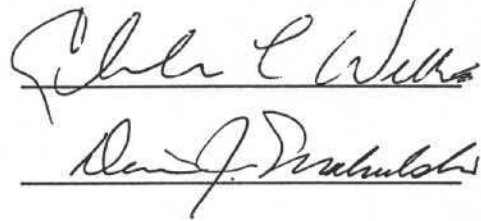
THIS AGREEMENT shall remain in full force and effect up to and including August 25, 1997. However, the employer may extend this Agreement for ten (10) calendar days by giving written notice of such desire to the Union prior to August 25, 1997.

This Agreement shall automatically re-new itself from year to year after August 25, 1997, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to August 25, 1997, of its desire to modify or terminate this Agreement.

FOR: Michigan Conference of
Teamsters, Local 214



For: The Board of Education
the School District of the
City of Detroit, Michigan



DATED: _____

Approved and adopted by action of the Board of Education on:
November 22, 1994.

By: 
ROBERT M. BOYCE, PRESIDENT
BOARD OF EDUCATION

By: 
KATHLEEN SMITH, SECRETARY
OF THE BOARD

APPENDIX "A"

TEAMSTERS - SCHOOL BUS DRIVERS (BU "Q")

Pay Class	Pos. Code	Classification	Weeks	Prior Rates Hourly	Rates Eff. 08/26/94 Hourly
(1)		Regular Classifications:			
4970H	435	Team Leader, Student Transp.	40		
		Step 1		\$10.7040	\$11.0251
(2)		Step 2		12.2714	12.6395
5990H	434	Dispatcher	39		
(2)		also			
5860H	556	Scheduler	52		
		Step 1		10.3056	10.6147
		Step 2		11.0761	11.4083
(1)		Step 3		11.8730	12.2291
6060H	374	School Bus Driver	39		
		Step 1 - Start		8.6589	8.9186
		Step 2 - After 1 Year		9.4689	9.7529
		Step 3 - After 2 Years		10.3723	10.6834
(1 & 3)					
5010H	379	Bus Driver - Steward	39		
		Step 1		10.7040	11.0251
		Step 2		12.2714	12.6395

NOTES:

- (1) These classifications are incremented from minimum to maximum steps by day count memorandum from Bus Terminal Records.
- (2) This classification has scheduled annual increments from minimum to maximum steps.
- (3) Salary Rate Procedures - Persons designated by the Union as Stewards are to be reclassified by personnel action to Bus Driver - Steward at the minimum rate. They proceed toward maximum rate through the Day Count Reporting System (same as Bus Drivers).

All classifications are eligible for 11 - year longevity of \$150.

Alternate Classifications:

7080H	374	School Bus Driver - Ext. Work			
		Step 1		8.6589	8.9186
		Step 2		9.4689	9.7529
		Step 3		10.3723	10.6834
7190H	379	Bus Driver - Steward Ext. Work			
		Step 1		10.7040	11.0251
		Step 2		12.2714	12.6395
7680H	435	Team Leader, Student Transp. - Ext. Work			
		Step 1		10.7040	11.0251
		Step 2		12.2714	12.6395

APPENDIX "A"

TEAMSTERS - SCHOOL BUS DRIVERS (BU "Q")
(cont'd.)

Pay Class	Pos. Code		Prior Rates Hourly	Rates Eff. 08/26/94 Hourly
Alternate Classifications:				
7700H	434	Dispatcher - Ext. Work		
		also		
6730H	556	Scheduler - Ext. Work		
		Step 1	10.3056	10.6147
		Step 2	11.0761	11.4083
		Step 3	11.8730	12.2291
(1)				
8840H	434	Dispatcher - Alt. Pos.		
		also		
(1)				
8280H	556	Scheduler - Alt. Pos.	10.7040	11.0251
8850H	435	Team Leader, Student Transp. - Alt. Pos	10.7040	11.0251

NOTE:

- (1) Rate to be no less than the higher of Step 1 of the Team Leader or Dispatcher/Scheduler rate schedules.

Per contractual agreement dated November 22, 1994 and effective August 26, 1994, the position of Scheduler is to be a twelve month position.

NON-REPRESENTED CLASSIFICATIONS RELATED TO
TEAMSTERS - SCHOOL BUS DRIVERS (BU "Q")

BU "R"

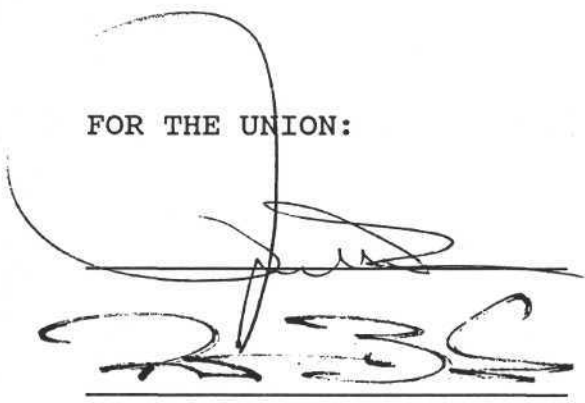
Pay Class	Pos. Code	Classification	Prior Rates Hourly	Rates Eff. 08/26/94 Hourly
9040H	374	ES School Bus Driver	\$8.6589	\$8.9186

APPENDIX "B"

LETTER OF UNDERSTANDING

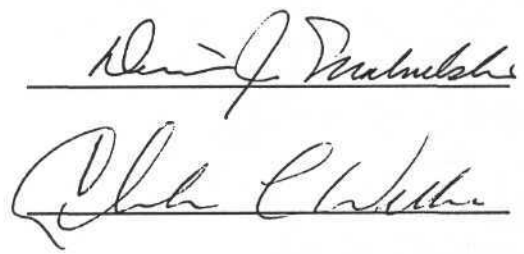
In accordance with a previous understanding, the Board will provide to the Union the names and dates of new hires within thirty (30) days of their hire.

FOR THE UNION:



A large, stylized handwritten signature in black ink, written over two horizontal lines. The signature is highly cursive and difficult to decipher.

FOR THE BOARD:



Two handwritten signatures in black ink, each written over a horizontal line. The top signature is "Henry J. Pustulski" and the bottom signature is "John C. White".

DATED: 4/4/95

LETTER OF UNDERSTANDING

RE: Ties in Seniority

It has come to our attention that in cases where two (2) or more employees are hired to work on the same date, the procedure used to determine seniority has been inconsistently implemented.

To remedy this matter, we propose:

Effective October 19, 1992 and thereafter, if two (2) or more employees have the same hire date, they shall be ranked for seniority purposes by the last four (4) digits of their respective Social Security numbers. The one with the lowest number shall be given higher seniority rank.

It is understood and agreed that any current seniority ranking of any Teamster-represented employee will not be changed by this Letter of Agreement.

We suggest that this Letter of Agreement become part of the current master Agreements with each Teamster unit at the Detroit Board of Education.

Should you agree to this procedure, please sign below and return it to us for appropriate implementation.

FOR THE UNION:

RS
RON BUSH

FOR THE BOARD:

George Kimbrough
GEORGE KIMBROUGH
Allen P. Walker

DATED: OCTOBER 19, 1992

LETTER OF UNDERSTANDING

The parties agree that the following amendments to the Collective Bargaining Agreement between the Board and Teamsters, Local 214 will become effective January 1, 1995.

1. Dispatchers, Team Leaders and Stewards will become twelve (12) month employees with vacation fringe benefits exactly as Schedulers.
2. The "in-house" position of Field Trip Coordinator will become a twelve (12) month position with the same wage rate and vacation fringe benefit as twelve (12) month Schedulers and Dispatchers.
3. New hires of Bus Drivers shall be paid a wage rate twenty (20) percent lower than the current wage rate. (It is understood that this creates a two (2) tiered wage schedule for the classification of Bus Driver.)

FOR THE UNION:

FOR THE BOARD:



dated: _____

