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MASTER AGREEMENT

between the

ANN ARBOR BOARD OF EDUCATION

and

**LOCAL #214,
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA**

**TRANSPORTATION BUS DRIVERS &
MONITORS**

**July 1, 2005
to
June 30, 2008**

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ARTICLE 1

AGREEMENT

This Agreement is entered into effective July 1, 2005 by and between the Ann Arbor Board of Education, hereinafter called the "Employer" and Local Union 214, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter called the "Union."

ARTICLE 2

RECOGNITION

The Employer 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, Bus Monitors, Field Trip Specialists, Bus Fuelers, and Bus Washers, who work a minimum of four (4) regular hours per day and twenty (20) regular hours per week; excluding Dispatchers, Transportation Supervisors, Transportation Director, Mechanics, Ad Hoc Substitutes, and all other employees.

The Employer 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.

ARTICLE 3

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 Employer are in the best interest of the 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 Employer agrees to save harmless the Teamsters Union for any and all lawsuits and/or judgments which may be filed and/or awarded against the Teamsters directly resulting from the Board's affirmative action policy.

ARTICLE 4

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 minimum qualifications and certification requirements;
 7. To establish and enforce work and performance 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;
 8. 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;
 9. 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;
 10. 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;
 11. To assign Employees 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 Employer 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.

The Employer and its administrative staff shall be free to exercise all of their 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 5

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, regular and usual dues, or a service fee determined by the Union in accordance with applicable state and federal law but in no event in excess of the Union's regular and usual dues. Such payments shall commence with the first pay 61 days after the date of employment.
- C. If any provisions of this Article are invalid under federal, state or local law, such provisions shall be modified to comply with the requirements of such law(s) or shall be renegotiated for the purpose of adequate replacement.
- D. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues, initiation fees and service fees of the Union and pay such amount to the Union, provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payment to the Union.
 - 1. The Secretary-Treasurer of the Union will certify the amount of initiation fees, dues, and service fees to the Employer.
 - 2. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer and not by the Employer.
- E. The Union agrees to save the Employer harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.
- F. In the event such initiation fees and dues, or service fees, are not paid by an employee, the services of such employee shall be discontinued 30 days after notice of the fact is

given to the Employer, and if the employee has not made such payment by that time. Back initiation fees and dues, or service fees, shall not be imposed upon employees for a period prior to notification of the Employer by the Union that the employee has refused to make such payment(s).

ARTICLE 6

STEWARDS

- A. The Employer 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 Employer and/or its representatives.
- B. To facilitate the discharge of said responsibilities and duties, the Employer agrees to release a Steward from employment duties, without loss of time or pay, for the presentation of grievances to the Employer or its representatives (through the steps of the grievance procedure) at a time mutually agreeable to the Union and the Employer.
- C. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights, and without pay or fringe benefits, to up to two (2) employee(s) designated by the Union to attend a labor convention, or perform other official Union business of short duration (i.e. less than three (3) days). The Union shall give the Employer a minimum of 48 hours advance written notice, specifying the length of requested time off. The Union agrees that, in granting time off for Union activities, there shall be no disruption of the Employer's operations.

ARTICLE 7

SPECIAL CONFERENCES

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 Employer and three (3) representatives from the Union.

ARTICLE 8

GRIEVANCE PROCEDURE

- A. 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 grievance may be submitted by either party for arbitration as hereinafter provided.

- B. A grievance shall be defined as an alleged violation of the express terms of this Agreement. Should any grievance 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 employee's immediate supervisor. (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 and submit it to the Director of Transportation within ten (10) days of the date of the alleged violation.

Written grievance as required herein shall contain the following:

1. The provision allegedly violated;
2. The date of the alleged violation;
3. A description of the incident or occurrence giving rise to the grievance;
4. A statement of how the employee was injured by the Board's action and the relief sought;
5. A list of those individuals known to have personal first hand knowledge of the incident or occurrence giving rise to the grievance;¹
6. The signature of the grievant(s).

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.

Step 2 After submitting a grievance in writing, a conference between an official or officials of the Union and the Director of Transportation and/or other representatives of the Employer. 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 Deputy Superintendent for Administrative Services or his/her designee.

¹ This list may be supplemented as additional individuals become known.

Step 4 In the event Step 3 fails to settle the complaint, it shall be referred to the Arbitrator upon the request of either party.

- a. The selection of the arbitrator and the arbitration proceeding shall be governed by the applicable rules of the American Arbitration Association.
 - 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.
- C. Should either party not accept and abide by the procedure set forth in this Article, or the decisions resulting there from, then, in such instance, any provisions of this Agreement notwithstanding, the party violating the terms of this Article shall be denied the benefits of this Article.
- D. All time limitations may be extended upon mutual written agreement of the parties.

ARTICLE 9

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 of 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 10

DISCIPLINE AND DISCHARGE

- A. Just Cause The Employer shall not discipline, suspend, or discharge any employee without just cause.
- B. Progressive Discipline Pursuant to established policy and procedure, the Employer shall apply, for the most part, the standard tenants of progressive discipline (e.g., reprimand, suspension, discharge) in its attempts to secure improved work performance. However, that under no circumstance need prior warning of dismissal be given if the cause of discharge is for reasons of:
- Dishonesty
 - Theft, including but not limited to time card fraud
 - Reporting for work, working, using, or being under the influence of alcohol and/or non-prescribed controlled substance or illegal drugs
 - Reckless driving

- A serious accident for which the driver is at fault
 - Moral turpitude while on duty
 - Carrying of unauthorized passengers
 - Possession of a weapon
 - Assault, battery, or other threatening or violent behavior
- C. Disciplinary Sunset for Reprimands Absent subsequent, similar violation within one (1) year, reprimands, by themselves in isolation from other imposed or additional corrective action, shall after one (1) year be considered dormant and no longer cause for imposition of second level disciplinary action.
- D. Notice of Disciplinable Offenses Any or each of the provisions of this Agreement, or of policy and procedure that is not inconsistent with this Agreement, shall constitute first warning of disciplinable offense. Discharge must be by proper written notice to the employee, the union steward and the union business agent.
- E. Investigations Any employee may request an investigation as to the suspension or discharge. Should such investigation prove that a suspension or discharge is not warranted, the employee shall be reinstated.
1. Request A request by an employee for an investigation as to his/her suspension and/or discharge must be made by written request within five (5) days from the date of suspension or discharge.
 2. Appeal Appeal from suspension or discharge must be heard within ten (10) days from the date of suspension or discharge.
 3. Decision A decision must be 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 8 hereof.
- D. Time Waivers Any of the time limits provided for above may be extended by the mutual, written agreement of the parties.

ARTICLE 11

SENIORITY

- A. All new employees covered by this Agreement shall be employed on a probationary status for a period of sixty (60) work days computed from the employee's initial date of hire, and during such time the Employer shall have the right to discipline, discharge, or lay-off any such employee during his/her probationary period without his/her recourse to the provisions of the Agreement. For purposes of this provision, Date of Hire shall be the first day of the employee's actual job performance, excluding training time. For employees with identical dates of first job performance, a random process shall determine date of hire for determination of seniority.

The seniority provisions of the Agreement do not apply to an employee until he/she has completed his/her probationary period. After sixty (60) workdays, the employee shall be placed on the regular seniority list of his/her classification. The employee's seniority date shall be his/her date of hire as above defined, except as otherwise provided in this Agreement. However, the Employer may extend a probationary period for an additional thirty (30) workdays upon mutual agreement with the Union.

- B. For purposes of job bidding, seniority shall be by classification. For all other purposes (including lay-off) seniority shall be by bargaining unit.
- C. The Employer shall post a list of the employees, arranged in order of their bargaining unit seniority. This list shall be posted in a conspicuous place at the place of employment.
- D. An employee will lose his/her seniority and terminate employment with the Employer for the following reasons:
 - 1. The employee quits or retires.
 - 2. The employee is discharged and the discharge is not reversed.
 - 3. The employee is absent for three (3) consecutive working days without notifying his/her supervisor. In proper cases exceptions may be made.
 - 4. The employee is laid off for a period in excess of two (2) years or his/her length of seniority, whichever is less.
 - 5. The employee fails to return to work when recalled from layoff as set forth in the recall procedure.
 - 6. The employee gives a false reason for leave of absence.
- E. Stewards shall be granted super-seniority for purposes of layoff and recall.
- F. Any employee voluntarily transferring out of the bargaining unit but remaining in the full time employ of the Employer shall retain his/her seniority rights with no accumulation of seniority during the period of such employment out of the bargaining unit. He/she may return, at any time during employment with the Employer, if a vacancy exists for which he/she is qualified. The returning employee shall have no right to bump a less senior employee but shall be eligible for any open bid route based upon his/her seniority.

Upon the regularly scheduled annual bid, returning employees shall be entered on the bid list with an amount of seniority equal to the sum of their seniority upon departure from the bargaining unit plus any time accrued since their return to the bargaining unit.

ARTICLE 12

LAY-OFF, RECALL AND BUMPING

- A. In reducing the work force, 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.
- B. 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.
- C. 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 13

ASSIGNMENT

- A. 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 employees may bid for the open runs, which will then be assigned by classification seniority from those who apply. Notice of the meeting will be given at least two (2) weeks in advance.
- B. A "Transportation Manual" update shall be provided each employee at the beginning of each school year. The "Manual" shall contain: (1) employee 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.
- C. The supervisor of transportation whenever possible shall assign employees the same bus for all of their runs.
- D. When the pool of substitutes referenced in Article 30, SUBSTITUTES, is exhausted, available qualified auxiliary employees including, but not limited to, ad hoc substitutes or other employees, may be used.

ARTICLE 14

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 five (5) work days. 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. Employees for whom the run will result in the least amount of overtime pay.

The above criteria will be given equal weight when assigning casual runs. When two or more employees equally meet the above criteria, seniority will be the determining factor.

- B. For inter-classification job bidding, if qualifications are met, an employee will undergo a sixty (60) workday 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) workday 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 Director of Transportation.

- D. When the Employer determines that there is a vacancy in the positions of Team Leader, Routing Specialists, Field Trip Specialists, Bus Fueling Attendants, and Bus Washers, said vacancies shall be filled pursuant to the following:

1. If a new job or permanent vacancy occurs in a classification covered by this agreement and the employer determines to fill the opening, the open job will be posted for a period of not less than five (5) workdays. Seniority employees who desire open job(s) may submit their bids for such job(s) to Human Resources within the posting period. The Employer may fill any job opening temporarily, for no more than ninety (90) days, until there has been a permanent award of the job to an employee.
2. Testing and/or interview procedures shall be the same for all candidates and seniority shall prevail if the Employer determines two or more candidates are equal.

3. The employer reserves the right in its sole discretion, to select the best candidate for the position. Qualifications to be considered shall include, but are not limited to seniority, test scores (if given), experience in previous internal and external positions, relevant education, and required licenses or other certification.

ARTICLE 15

FIELD TRIPS

Section 1. Assignment Procedure

- A. All field trips will be assigned from a roster of drivers/ monitors who have completed their probationary period and are otherwise qualified for each category of trip. Each roster shall be arranged in order of seniority.
- 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. Field trips will be posted once per day. Within twenty-four hours drivers and monitors must sign the "yes" column on the posting if they want the trip.

Unclaimed trips will be assigned to the next drivers/monitors off 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" 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.
 1. 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 through the person actually taking the trip will be charged for the trip.
 2. 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.

- F. Drivers/Monitors may not trade field trips.
- G. Drivers who have excessive absenteeism (more than seven (7) days per year) may be removed from all field trip lists for sixty (60) work days. Recognizing individual circumstances, a driver shall not be removed from any trip list until a conference including the Transportation Director, the driver/ monitor, and the appropriate steward, is held.
- 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.

Section 2

- A. 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.
- B. Drivers who are removed from the list in two consecutive school years will not be eligible for the list in the next (3rd) year.
- C. All trip lists will be established at the time of bidding in August. The next eligible and qualified driver will fill a vacancy on the green trip list.

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. 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 long field trips. This applies to all drivers regardless of previous experience. 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 given 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, qualified personnel will drive buses on such trips only. Any driver qualified for short and 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 one (1) school year. Drivers will remain qualified as long as they prove satisfactory. Assignment will be on a rotation basis.

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 7

- A. Drivers/Monitors may be removed from the field trip roster for the following reasons:
 - 1. Failure to report in a timely manner for an assigned trip.
 - 2. Legitimate complaints from the teachers, coaches, or customers at any time.
 - 3. Failure, without notice, to show up for an assigned trip.

- B. Discipline for field trip infractions 1 and 2 above shall be:
 - 1. First Offense - removed from trip list for thirty (30) work days
 - 2. Second Offense - removed from trip list for sixty (60) work days
 - 3. Third Offense - removed from trip list for ninety (90) work days.

- C. Discipline for infraction 3 above shall be:
 - 1. First Offense - removed from trip list for sixty (60) work days
 - 2. Second Offense - removed from trip list for one hundred eighty (180) work days.

Section 8

- A. 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 and be assigned to the cancellation list.
- B. 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 9

Drivers/Monitors assigned to lengthy trips shall take rest time as specified by the Michigan Department of Transportation, but as uniformly applied.

Section 10

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

Section 11

- 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 \$4.00
10:30 A.M. - 2:30 P.M.	Up to \$5.50
4:30 A.M. - 8:30 P.M.	Up to \$9.00

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. Meal reimbursement shall be made within thirty (30) days of submission of meal receipts.

Section 12

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 16

WORK WEEK

- A. For all employees covered by this Agreement with the exception of team leaders and routing and field trip specialists, four (4) hours shall constitute a standard workday. This shall include morning, midday, and afternoon runs, except as otherwise specifically provided herein.
- B. The standard workweek shall consist of a minimum of five (5) consecutive four (4) hour workdays Monday through Friday.

The standard work day for field trip specialists shall be eight (8) hours.
- C. A full-time employee shall be defined as one who works a minimum of a standard workweek, regardless of assignment. Any employee who does not work a standard workweek shall be considered a part-time employee. Only full-time employees will be entitled to benefits other than wages.
- D. When school is not in session, the following regulations will apply:
- E. 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.
- F. When noon work is required in addition to an employee's regular run, the employee shall be paid accordingly; however, those employees who cannot drive at noon because of approved obligations will not be required to do so if other employees are available to perform the work.

ARTICLE 17

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 18

SICK LEAVE AND PAID LEAVE OF ABSENCE

Section 1 Sick Leave

A. Accrual

1. Employees whose last date of hire is before July 1, 2004 shall earn regular sick leave as follows:

one-half (.5) day per month for the first ten (10) years of employment,

one (1) day per month after ten (10) years of employment, and

one and one-half (1.5) days per month after twenty (20) years of employment.

2. Employees whose last date of hire is on or after July 1, 2004 shall earn regular sick leave of one-half (.5) day per month. At the end of each fiscal year, unused days shall be reserved to a maximum of one hundred (100) days. Days in this reserve shall be available to the employee to use for the serious illness or disability of the employee or his/her immediate family after five (5) consecutive days of illness.

3. 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.
4. Employees must work more than one-half (1/2) of the assigned work days in a month to earn sick leave for that month.

B. Use

1. 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 who's 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.
2. An employee who exhausts his/her sick leave may request an unpaid medical leave pursuant to Article 20. If the employee is not on an authorized unpaid medical leave, he/she will be subject to progressive discipline in accordance with the following:

- 1st docked day - letter of warning
- 2nd docked day - 1 day unpaid suspension
- 3rd docked day - 3 days unpaid suspension
- 4th docked day - termination.

For the purposes of progressive discipline in Paragraph 2, absences may be counted over a period of 18 months.

C. Accumulation

If sickness does not require their use as earned, these days shall accrue to a total credit of two hundred (200) days. September payroll will provide each driver with a record of sick days or hours accrued.

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 Deputy Superintendent of Administrative 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 5 Method of Pay

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

Section 6 Family and Medical Leave Act (FMLA)

1. An employee who has been employed by the Employer for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) month period immediately preceding his/her request for leave under the FMLA, or the date on which the leave commences, whichever comes first, shall be granted up to twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for any one or more of the following events:
 - a. For a birth of a child of the employee and to care for such child.
 - b. For the placement of a child with the employee for adoption or foster care.
 - c. To care for a spouse, domestic partner, child, or parent of the employee if the former has a serious health condition, or
 - d. Because of a serious health condition of the employee who renders him/her unable to perform the functions of his/her position.
2. The taking of a FMLA leave shall not result in the loss of any employment benefits accrued prior to the date on which the leave commenced; provided, however, that nothing in this sentence shall be construed to entitle any employee who returns from leave to the accrual of any employment benefits during the period of the leave or to any right, benefit, or position other than that to which the employee would have been entitled had the employee not taken the leave.

3. Employees who take a FMLA leave for the intended purpose of the leave shall be entitled, on return from leave, to be restored by the Employer to the position of employment held by the employee when the leave commenced or an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.
4. During the period of FMLA leave, the Employer shall maintain coverage under any group health plan as defined by the FMLA for the duration of such leave and at the level and under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The Employer shall have the right to recover the premiums paid for maintaining coverage for the employee under such group health plan during the period of a FMLA leave if the employee fails to return to work for reasons other than the continuation, recovering, or onset of a serious health condition entitling the employee to leave under paragraphs l.c. or l.d. above, or other circumstances beyond the employee's control. In this situation, the Employer may require certification of inability to return to work as specified and allowed by the FMLA.
5. The employee is first required to exhaust any available paid leave under Section 1 above. Upon exhaustion of the paid leave, any portion of the remaining twelve (12) workweeks of leave shall be unpaid.
6. Notwithstanding the provisions of paragraph 1 above, an unpaid family leave of up to twelve (12) workweeks for the birth/care of a child or for the placement of a child in an employee's home for adoption or foster care may be taken at any time within the twelve (12) month period which starts on the day of such birth or placement for adoption or foster care. However, regardless of when the leave commences, it will expire no later than the end of the twelve (12) month period. (For example, an employee who requests a leave at the start of the twelfth month [of the twelve (12) month period from the date of birth or placement] is entitled to only four (4) workweeks of unpaid leave.)
7. Spouses, both of whom are employed by the Employer, are limited to a combined total of twelve (12) workweeks of unpaid FMLA leave during any twelve (12) month period for the birth/care of their child, placement of a child in their home for adoption or foster care, or for the care of a parent with a serious health condition. However, each employee may use up to twelve (12) work weeks of unpaid leave during any twelve (12) month period to care for his/her child or spouse who is suffering from a serious health condition.
8. An employee on an approved FMLA leave should keep the Employer informed regarding his/her status and intent to return to work upon conclusion of the leave.
9. If a requested leave is because of a serious health condition of the employee which renders him/her unable to perform the functions of his/her position, or to care for a spouse, domestic partner, child or parent who has a serious health condition, the employee may be required to file with the Employer, in a timely

manner, a health care provider's certification or such re-certifications as may reasonably be required by the Employer. Similarly, as a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the Employer may also require the employee to obtain and present certification from his/her health care provider that the employee is able to resume work. All required certifications or re-certifications shall conform to the FMLA's certification requirements.

10. In any case in which the Employer has reason to doubt the validity of the health care provider's statement or certification for leaves taken under paragraphs 1.c. and 1.d., the Employer may, at its expense, require second and third opinions as specified by the FMLA to resolve the issue.
11. A leave taken under paragraph 1 .a. or 1.b. above shall not be taken intermittently or on a reduced leave schedule unless the Employer and the employee agree otherwise. Subject to the limitations and certifications allowed by the FMLA, a leave taken under paragraph 1 .c. above may be taken intermittently or on a reduced leave schedule when medically necessary; provided, however, that where such leave is foreseeable based upon planned medical treatment, the Employer may require the employee to transfer temporarily to an available alternative position offered by the Employer for which the employee is qualified and that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee's regular position.
12. The provisions of paragraphs 1-11 above are intended to comply with the Family and Medical Leave Act of 1993, and any terms used herein will be as defined in the Act. To the extent that these or any other provisions of this Collective Bargaining Agreement are in violation of the Act, the language of the Act prevails.

ARTICLE 19

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 20

UNPAID LEAVE OF ABSENCE

- A. Any employee 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 Employer. 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.
- B. After an employee has exhausted medical leave provided as defined in Section A of this Article, the Employer 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. An employee on medical leave shall retain seniority for up to two (2) years from the date the medical leave initially began.
- C. Leaves of absence, other than medical, without pay or benefits may be granted to employees who have been employed for more than two years.
- D. Employees desiring a leave shall secure written permission from the director of transportation and human resource services. The Employer may grant or deny leave requests at its discretion based on the reason for the leave and the work record of the employee. Leaves may be granted for up to one year.
- E. Employees who take a leave of one year duration or less may return to a position equal in hours to the position held immediately prior to the leave. No such right of return shall apply if the leave is extended beyond a year.
- F. 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.
- G. 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 21

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 and work their scheduled hours (unless excused by the Employer) the last scheduled workday before the holiday and the first scheduled workday 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 22

WAGES AND CONDITIONS

A. Salary Schedules

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.

B. Additional Paid Days

Employees whose last date of hire is before July 1, 2004 shall be paid for an additional twenty (20) days at their regular rate of pay.

Deleted language from the 2001-2003 Master Agreement:

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.

The payroll base for employees shall be composed of:

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

C. Step Increment

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.

D. Time Paid

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. The Transportation Director or designee must approve deviations from this normal run time 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 fifteen (15) minutes of clock time total per day for warm-up, sweep-up, and pre-check requirements, if necessary, but same fifteen (15) minutes shall not be in addition to the minimum one (1) hour guarantee. If additional time is needed as determined by the Transportation Director, it shall be granted.

Furthermore, the Board shall pay for up to forty-five (45) minutes 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).

E. Standby Time

Standby time shall be limited to one-and-one-half (1 1/2) hours. Drivers who are 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.

E. Pay Procedures

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.

F. Credit Union

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 Michigan Educational 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.

G. Driving Record Review

The Employer shall establish a procedure for reviewing, upon request, an employees driving record in the event such record fails to meet the requirements of Article 31 (Miscellaneous) - paragraph E. The review process will include a method of communicating the results to the employee.

H. Temporary Assignments

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.

I. Non-Unit Drivers

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

J. Summer Employment

1. 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.
2. Drivers who sign up for summer work shall be selected for duty in seniority order and shall bid for open routes in the same order.
3. Drivers who applied for summer work, but were not selected, shall be called in seniority order for any routes that become available after the summer bid date. Each driver shall have until 12:00 noon of the next business day to respond before the next driver is called.
4. Drivers who applied for summer work, but were not selected, and subsequently accept a non-bargaining unit summer job in the district may accept a route if they are called and the work may be accomplished without conflict.
5. Drivers assigned to a summer route that is decreased by one or more hours a day may bump a lower seniority driver whose route is the next lower in run time.
6. A summer route that is increased by one or more hours per day must be made available to all summer drivers for re-bid.

K. Emergency Closing

It is hereby agreed by and between the parties that emergency closing 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 workday.

L. Drug Testing

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.

M. Former Employees

Former employees who are re-hired may be paid the pay rate for the annual step they were on when they were last employed. Seniority for bidding or benefits shall count from their last date of hire.

ARTICLE 23

INSURANCE

Section 1 - Eligibility

Employees will become eligible for fringe benefits the first of the month following completion of the probationary period.

Section 2 - Options

The Employer shall provide for each employee who works four (4) hours per day and twenty (20) hours or more per week, and who makes proper application, the option of the following insurance coverage:

- Option 1: Health Care Insurance
 \$10,000 Life Insurance
 Short Term Disability Insurance

- Option 2: Dental Care Insurance
 \$10,000 Life Insurance
 Short Term Disability Insurance

- Option 3: \$500 placed in a Section 125 account
 \$10,000 Life Insurance
 Short Term Disability Insurance

Each eligible employee may purchase, at his/her own expense, the Employer's Long Term Disability insurance.

Section 3 - Premium Proration

The Employer's and the employee's respective contributions toward the premium cost of the foregoing coverage shall be as follows:

EMPLOYEES HIRED BEFORE JULY 1, 2004

Regular Hours* Worked Per Day/Per Week (*Excludes field trips and all extra work)	Percent of Employer Contribution to Monthly Premium Cost	Percent of Employee Contribution to Monthly Premium Cost
4 or more hours per day/ 20 or more hours per week	100%	0%

EMPLOYEES HIRED ON OR AFTER JULY 1, 2004

Regular Hours* Worked Per Day/Per Week (*Excludes field trips and all extra work)	Percent of Employer Contribution to Monthly Premium Cost	Percent of Employee Contribution to Monthly Premium Cost
4 or more hours per day but less than 6 hours per day/ 20 or more hours per week but less than 30 hours per week	50%	50%
6 or more hours per day but less than 7 hours per day/ 30 or more hours per week but less than 35 hours per week	75%	25%
7 or more hours per day and 35 or more hours per week	100%	0%

Section 4 - Double Coverage

Employees, spouses or dependents of employees who are insured with a health or dental insurance plan provided through the Employer of the employee's spouse, are not eligible for duplicate coverage or coordination of benefits, or for such insurance in excess of that to which they are entitled by marital or family status through the health or dental insurance plan provided by the Employer in Paragraph B, above.

Section 5 - Liability

If any employee is insured by the Employer for health or dental insurance in excess of that to which he/she is entitled per Section 2 and 4 above and fails, within 30 days to make proper amendments to his/her coverage, he/she shall be liable for the difference in such premiums retroactive to the date the change should have occurred.

Section 6 - Health Care Benefits

The Health Care Insurance provided in Section 2 above shall be the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan A, with a \$100/\$200 deductible, \$500/\$1000 stop loss, 90% in network coverage, the preferred \$15/30 co pay prescription drug rider, with contraceptives and mail order prescription drug program (single co pay), \$20 co pay for office visits, and \$50 co pay for emergency room visits.

Each eligible employee may choose to purchase, at his/her own expense, the Blue Cross Blue Shield of Michigan Community Blue PPO Employer Plan B with no in network deductibles, the preferred \$10/20 co pay prescription drug rider, with contraceptives and mail order prescription drug program (single co pay), \$10 co pay for office visits, and \$50 co pay for emergency room visits. The Employer shall pay that portion of the premium for Plan B that the employee would be entitled to if choosing Plan A.

Section 7 - Dental Care Benefits

The Dental Care Insurance provided in Section 2 above shall be Employer's Dental Care Benefits program, in effect as of the date of this Agreement.

Section 8 - Life Insurance

The Life Insurance provided in Section 2 above shall provide \$10,000 life and \$10,000 accidental death and dismemberment through a carrier selected by the Employer.

Section 9 - Short Term Disability

The Short Term Disability provide in Section 2 shall be salary protection insurance providing for 66 2/3% of the employee's salary for up to one (1) calendar year, based on an employee's 21/22 weekly pay. Benefits shall be payable only during the regular school year (first day of school through the last day of school). An employee shall not collect from the Employer paid short-term disability carrier and sick leave at the same time.

Section 10 - Enrollment

To qualify for any insurance benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of his regular employment with the Employer. Forms shall be provided to employees by the Human Resources Office.

Section 11 - Limitations on Coverage

All insurance benefits under this Agreement shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan.

ARTICLE 24

AUXILIARY BENEFITS

Section 1

Any full time employee 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 levels are enough to conduct it, and the driver shall pay any charges for any materials used.

Section 2

At the retirement or resignation of an employee hired prior to July 1, 2004, or at the death of said employee 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 25

RETIREMENT

The Employer shall pay the state mandated employer portion of the employee's contribution to the State Retirement Fund.

ARTICLE 26

WORKERS' 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 Workers' Compensation protection for all employees.

ARTICLE 27

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 Employer 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.

- D. Michigan Motor Vehicle Code Modifications – If a modification in the Michigan Motor Vehicle Code directly impacts any provision of this agreement, either party may request negotiations concerning such provisions.

ARTICLE 28

EQUIPMENT, ACCIDENTS, AND REPORTS

- A. The Employer shall not require employees to perform work in violation of an applicable statute or court order, or governmental regulation relating to safety of person or equipment, or 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 employee is to immediately report the alleged improper assignment or unsafe condition to the Transportation Garage Supervisor on forms furnished by the Employer. The Transportation Garage Supervisor will then determine whether or not the assignment is proper or vehicle is safe to drive. Should the assignment be determined to be proper or the vehicle to be safe, the employee shall perform the assigned work and operate the vehicle or be subject to disciplinary action and loss of pay and benefits.
- B. 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.
- C. 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 Employer 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 employee discipline.

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

- D. 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 29

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 Employer and three (3) representatives from the Union.

ARTICLE 30

BID SUBSTITUTES

1. Bid 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 drivers, substitute drivers shall receive an eight (8) hour guarantee. At the Employer's discretion, additional substitute runs may be created with fewer guaranteed hours. All such substitute drivers shall be expected to work their guaranteed hours each day at the direction of the Employer. If a substitute driver is on a field trip list and repeatedly turns down trips of a short duration, a special conference will be held with the driver, the Employer, and the Union to determine if the driver may stay on the list for the remainder of the year.
 - c. All other drivers or monitors choosing to become substitutes shall receive a guarantee as provided for in Article 22 Paragraph D.
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.
6. The bid sub monitor shall be guaranteed eight (8) hours per day.

ARTICLE 31

MISCELLANEOUS

A. Use of Facilities

The Union and its members may use the Employer's 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 the Employer's equipment, so long as such use does not interfere with the operation of the Employer. The Chief Steward may post notices on any bulletin board ordinarily designated for Union use.

B. Access to District Financial Data

The Employer 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.

C. Credit Union Deductions

The Employer agrees to deduct from each employee, who so authorizes it in writing, a specified sum each payroll and to pay this sum to the Michigan Educational 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.

D. Insurance Regulations

No person shall be permitted to operate an Ann Arbor Public School vehicle if that person's driving record renders the person uninsurable under the standards and requirements established by the District's insurance carrier under the applicable policy(ies). The insurer's standards and requirements shall be communicated to employees by the Employer. The Employer shall establish a procedure for reviewing, upon request, an employee's driving record. The review process will include a method of communicating the results to the employee.

E. Bonds

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

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, it 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, including, but not limited to, a fraudulent statement in obtaining said bond.

F. Maintenance of Standards

The Employer agrees that waiting room facilities for employees, 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 bon-a-fide 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 32

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 or the Employer 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 permitted by applicable law in support of its demand, notwithstanding any provision in this contract to be contrary.

ARTICLE 33

SCOPE OF AGREEMENT

- A. This Agreement shall supersede any rules, regulations, or practices of the Employer, 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.
- B. 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.
- C. 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.
- D. 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 or the Employer 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 permitted by applicable law in support of its demand, notwithstanding any provision in this contract to be contrary.

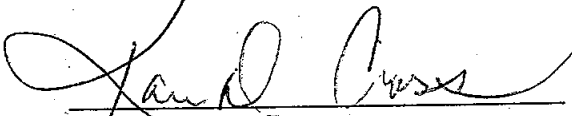
ARTICLE 34

DURATION OF AGREEMENT

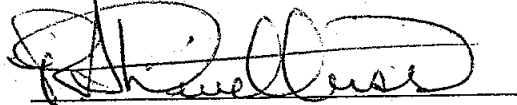
This agreement shall become effective on July 1, 2006 (wages retroactive to July 1, 2005) and shall continue in effect until June 30, 2008. Either party may initiate negotiations for a new agreement by giving notice to the other party at least one hundred and fifty (150) days prior to June 30, 2008.

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

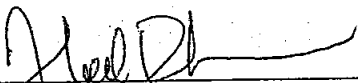
ANN ARBOR BOARD OF EDUCATION FOR THE UNION



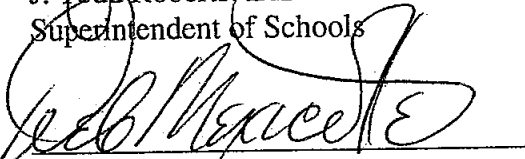
Karen Cross
Board President




Richard Divelbiss
Business Agent



J. Todd Roberts, EdD
Superintendent of Schools



Deb Mexicotte
Board Vice President



Robert A. Galardi
Chief Negotiator

DATE: 1.13.07

DATE: 12/14/06

APPENDIX A

WAGES

SCHEDULE A - 2005-06

1.00%

BUS DRIVERS

Start	\$12.82
61st Day	\$13.48
2nd Year	\$14.13
3rd Year	\$14.84
4th Year	\$15.57
5th Year	\$16.33
6th Year	\$17.13
Longevity 1% (7th - 10th year)	\$17.30
Longevity 2% (Starting 10th year)	\$17.47

SCHEDULE B - 2005-06

1.00%

BUS MONITORS

Start	\$9.66
61st Day	\$10.14
2nd Year	\$10.75
3rd Year	\$11.33
4th Year	\$11.95
5th Year	\$12.59
6th Year	\$13.23
Longevity 1% (7th - 10th year)	\$13.36
Longevity 2% (Starting 10th year)	\$13.49

2005-06 Off Schedule Bonus Payment

An off schedule bonus payment equal to 1% of regular (non-overtime) wages earned from July 1, 2005 through June 30, 2006 will be paid within thirty (30) days of ratification of this agreement by both parties. A payroll check, separate from employees' regular biweekly pay check, will be issued which includes this off schedule bonus payment plus any retro active payment owed due to the increase on the 2005-06 base salary schedule.

APPENDIX A

WAGES

SCHEDULE A - 2006-07

1.50%

BUS DRIVERS

Start	\$13.01
61st Day	\$13.69
2nd Year	\$14.34
3rd Year	\$15.06
4th Year	\$15.81
5th Year	\$16.58
6th Year	\$17.39
Longevity 1% (7th - 10th year)	\$17.56
Longevity 2% (Starting 10th year)	\$17.74

SCHEDULE B - 2006-07

1.50%

BUS MONITORS

Start	\$9.80
61st Day	\$10.29
2nd Year	\$10.91
3rd Year	\$11.50
4th Year	\$12.13
5th Year	\$12.78
6th Year	\$13.43
Longevity 1% (7th - 10th year)	\$13.56
Longevity 2% (Starting 10th year)	\$13.69

APPENDIX A

WAGES

SCHEDULE A - 2007-08

2.00%

BUS DRIVERS

Start	\$13.27
61st Day	\$13.96
2nd Year	\$14.63
3rd Year	\$15.36
4th Year	\$16.13
5th Year	\$16.91
6th Year	\$17.74
Longevity 1% (7th - 10th year)	\$17.91
Longevity 2% (Starting 10th year)	\$18.09

SCHEDULE B - 2007-08

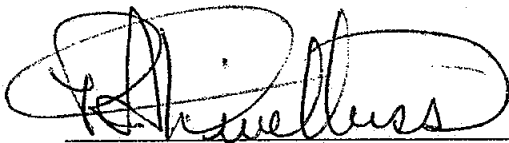
2.00%

BUS MONITORS

Start	\$10.00
61st Day	\$10.50
2nd Year	\$11.13
3rd Year	\$11.73
4th Year	\$12.37
5th Year	\$13.04
6th Year	\$13.70
Longevity 1% (7th - 10th year)	\$13.83
Longevity 2% (Starting 10th year)	\$13.96

MEMORANDUM OF AGREEMENT
between
ANN ARBOR PUBLIC SCHOOLS
and
TEAMSTERS LOCAL 214 - BUS DRIVERS

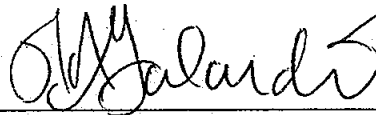
The parties hereby agree to meet once a quarter for the purpose of reviewing progress toward improving operations and the equitable application of the Collective Bargaining Agreement and District policies.



Dick Divelbiss
Business Representative
for Teamsters Local 214

9-7-04

Date



Robert Galardi
Deputy Superintendent for
Administrative Services
Ann Arbor Public Schools

09.07.04

Date


MEMORANDUM OF AGREEMENT
between
ANN ARBOR PUBLIC SCHOOLS
and
TEAMSTERS LOCAL 214 - BUS DRIVERS

The parties agree that employees whose routes are revised may request a review of such revision by the Director of Transportation. The Director of Transportation's decision shall be final and binding on the employee and the Union.



Dick Divelbiss
Business Representative
for Teamsters Local 214

9-7-04
Date

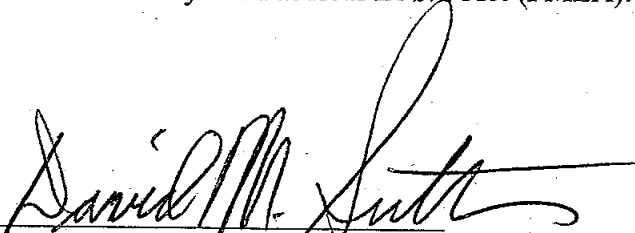


Robert Galardi
Deputy Superintendent for
Administrative Services
Ann Arbor Public Schools

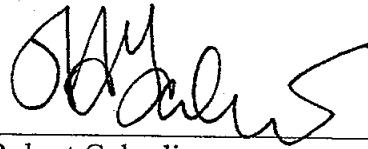
09.07.04
Date

MEMORANDUM OF AGREEMENT
Between
ANN ARBOR PUBLIC SCHOOLS
And
TEAMSTERS LOCAL #214 – BUS DRIVERS

In regards to the use of donated days the parties agree that an employee may donate a maximum of ten (10) sick days to an employee with a serious medical condition. Qualifications for a serious health condition shall be deemed those that would qualify under the Family and Medical Leave Act (FMLA).



David Sutton
Business Representative
for Teamsters Local 214



Robert Galardi
Deputy Superintendent for
Administrative Services
Ann Arbor Public Schools