

# AGREEMENT

between the

**SCHOOL DISTRICT OF THE  
CITY OF DETROIT**



and the

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

**BUS DRIVERS  
TEAM LEADERS  
DISPATCHERS  
and  
SCHEDULERS**



**August 26, 1999 – August 25, 2003**

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**THIS AGREEMENT** is entered into effective August 26, 1999 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 respect to rates of pay, wages, hours of employment, and 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**

This provision will cease to apply effective March 10, 2000.

#### **ARTICLE III - 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. 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 IV – 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 V – 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 VI – STEWARDS

A. The Board shall recognize a number of stewards which is equivalent to the number of terminals, with one steward located at each terminal. If there are additions or reductions in the number of terminals, the number of stewards will be increased or decreased accordingly.

B. Union stewards will only participate in hearings for members who work at the steward's work site.

Where necessary, in the interest of maintaining a continuously cooperative relationship between the Union and the Board, the stewards 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, and with reasonable accommodation to the steward's work schedule. 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 their immediate superiors.

C. Notwithstanding their position on the seniority list, the 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 stewards will have a regularly scheduled route, and will perform regularly assigned duties under the direction of the terminal manager or his/her designee. The stewards' hours of work shall be the same hours that are performed by the bus drivers, and their duties shall be the same as those performed by the bus drivers.

#### ARTICLE VII – 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 VIII – 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 IX – GRIEVANCE PROCEDURE

A sincere attempt shall be made to resolve any difference by oral interview between the grievant or grievants or the Union and the Director, Office of Student Transportation, before the difference becomes formalized as a grievance. If an issue cannot be resolved informally, it shall be settled in accordance with the following procedures:

### Step 1

Complaints, grievances, or disputes arising out of the operation and interpretations of this Agreement shall be presented to the Director, Office of Student Transportation, or his representative within the ten (10) working days from the time that the event took place or within the ten (10) working days of the date it is reasonable to assume that the employee or Union first became aware of the conditions giving rise to the grievance.

Should any grievance be filed against the Director, then the grievance shall first be presented to the Chief Operating Officer.

Upon receipt of the grievance, the Director, or the Chief Operating Officer, shall arrange for a conference within five (5) working days after receipt of the grievance.

The grievant may be heard personally and may request representation by the Union. The Union will be afforded the opportunity to be present at any grievance hearing.

The Director, or the Chief Operating Officer, shall render a decision and communicate it in writing to each grievant, the Union, and the DPS Office of Labor Contract Management within five (5) working days after the completion of the conference.

### Step 2 – Appeal to Chief Executive Officer

Within fifteen (15) working days after receipt of the decision of the Director, or the Chief Operating Officer, the Union may appeal to the Chief Executive Officer (through the Office of Labor Contract Management) the decision rendered by the Director. The appeal shall be in writing and shall set forth specifically the act, condition, and the grounds on which the appeal is based and shall include a copy of the grievance and all decisions rendered. A copy of the appeal shall be sent to the principal or the applicable unit head.

### Step 3 – Arbitration

If a grievance is not satisfactorily settled at Step 2, the Union may, if applicable, within twenty (20) working days file for arbitration in accordance with the following:

1. In writing submit to the other party a Demand For Arbitration of any grievance under this Agreement to final and binding arbitration. If the parties are unable to agree upon an arbitrator within seven (7) working days of notice to arbitrate, the party demanding arbitration shall refer the matter to the Michigan Employment Relations Commission, which shall submit a list to the parties for the selection of an arbitrator. The arbitrator, the Union, or the Employer may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses it may call. The arbitrator shall not have jurisdiction to add to subtract from, or modify any of the terms of this Agreement or any writ-

ten amendments hereof, or to specify the terms of a new Agreement, or to substitute at his discretion for that of any of the parties hereto. The per diem fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his decision in writing not later than thirty (30) calendar days from the date of the close of the arbitration hearing. The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Employer and the Union.

2. Or, if either party so requests, Board and Union representatives will meet further to consider fairly and in good faith any other methods of settlement which might be mutually agreed upon, including private (non-governmental) mediation. In Steps 1 and 2 any decision not appealed to the next step of the grievance procedure within fifteen (15) working days from the date a written decision is finished in accordance with the provisions set forth above, unless an extension is agreed upon in writing shall be considered settled on the basis of the last decision made and shall be eligible for further appeal only by mutual, written consent.

### General Grievance Powers

If the Union fails to abide by any timeline or deadline contained in this section, the grievance shall be considered resolved. Timelines or deadlines may be waived or extended only by the mutual agreement of the parties.

The resolution of all grievances shall be in accordance with the procedures which are a part of this Agreement. If the grievant fails to appear at a scheduled grievance conference scheduled at the Union's request, the grievance shall be considered resolved.

The attendance or presence at any grievance conference of any person who is not a party to the grievance, a necessary witness, a necessary administrative staff member, or a Union representative shall not be permitted.

All grievances shall be processed confidentially. Neither party shall reveal information nor make any statement concerning the grievance to any person not a party to the grievance while the grievance is being processed.

## ARTICLE X – EVALUATION

The Employer shall evaluate employees at least once a year using an established form.

After consultation with the Union, the Employer will provide a performance evaluation tool which will include, but will not be limited to, the following performance factors:

- Job Knowledge and Skills
- Quality of Work
- Efficiency of Work
- Attendance
- Team Effort and Leadership

Such evaluations shall be discussed in a conference between the employee and his/her administrator/supervisor. Employees retain the right to grieve a contested evaluation, to place rebuttal information in their file, and to have copies of any and all items placed in their personnel records both at the local school and central system.

**ARTICLE XI – 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 XII – DISCIPLINE PROCEDURES**

Consistent with "Just Cause," discipline procedures will be determined by the Chief Executive Officer. Such procedures will include:

**Section A:** The bargaining unit member must be notified in advance in writing of the purpose of a conference or hearing with the administrator or unit head when discipline is contemplated. Such notice must include the statement of charges and/or work rule violations(s). The notice must also state that the bargaining unit member has the right to union representation.

**Section B:** Unless mutually agreed to by the parties, the hearing or conference of the bargaining unit member will be held no later than thirty (30) days from the date the investigation upon which the charges are based is concluded. A written summary including the decision will be provided to the affected unit member. If it is serving in a representative capacity, a copy to the Union will also be provided.

**Section C:** Disciplinary action taken against bargaining unit members considered improper by the member or the Union may be grieved in accordance with the grievance procedure as contained in Article IX in this Agreement.

**ARTICLE XIII – 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 XIV – 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 XV – 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 XVI – 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 XVII – 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. 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. In the event the District deems it necessary, unit members will be considered laid off at the end of the third (3rd) day of a work stoppage by another bargaining unit, unless otherwise notified by the Chief Executive Officer.

#### ARTICLE XVIII – RECALL PROCEDURE

A. Employees in this bargaining unit will be recalled from layoff according to their seniority, ability and qualifications to do the available 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 XIX – 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.

#### ARTICLE XX – 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 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.

An employee not able to return to work following five (5) consecutive work days of absence for Personal Illness must have a medical examination by the Board Medical Examiner and present Form 431, Return to Employment: Physician's Certificate, completed by his/her own physician before returning to his/her assignment.

After five (5) consecutive work days of sick leave the employee must furnish a statement from his/her physician on Form 432, Release Pay Check: Physician's Certificate, in order to secure his/her next pay check.

If procedures are followed, delays caused by the Medical Screening Office in scheduling the medical examination shall not be charged to the employee's sick bank.

D. The decision of the Medical Office in this Article is binding except that if an employee is not satisfied with the decision of the Board Medical Office, as to his/her ability or inability to work, the employee must appeal the decision of the Medical Office to the Office of Labor Contract Management within three (3) business days from the receipt of the medical report under the following conditions:

The School District of the City of Detroit and the Union shall mutually agree within ten (10) business days as to who the appropriate specialist shall be. The employee shall consult the designated specialist and the School District of the City of Detroit shall pay one-half (½) of the cost of the evaluation and the employee shall pay the other half. Within twenty (20) business days the specialist shall furnish a report relative to his/her evaluation to the School District of the City of Detroit, to the Union and to the employee. The determination of the specialist shall be final and binding as to whether the employee is able or unable to return to work. The time limits specified in this procedure may be extended by mutual agreement.



Failing agreement by the District and Union on selection of the appropriate specialist, the employee's physician and the District's Medical Examiner shall select the appropriate specialist."

**E. 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.

#### **F. 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.

#### **ARTICLE XXI – 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 XXII – 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 XXIII – 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.

#### **Vacations and Off Days**

A bargaining unit member shall be eligible for the paid holiday provided he works either the day before or the day after such holiday, or is receiving sick or vacation pay, other than personal business.

All 12-month employees covered by this Agreement shall receive vacation or off-days, whichever shall apply, with pay. Vacation or off-days, whichever shall apply, may not be taken until after sixteen (16) weeks of employment. All 12-month employees shall accrue vacation credits as follows:

Length of Service	Not to Exceed	Formula
0 – 1 year	- 5 days	.19 biweekly pay period
2 – 5 years	- 10 days	.38 biweekly pay period
6 – 10 years	- 15 days	.57 biweekly pay period
11 – 19 years	- 20 days	.77 biweekly pay period
20 or more years	- 25 days	.95 biweekly pay period

Those employees presently receiving more than one or two weeks of vacation will not be adversely affected due to the change in the above formula.

The Director, Office of Student Transportation, or his/her designee shall schedule vacations for unit members. Vacation accrual benefits shall not be limited where a bargaining unit member's previously scheduled vacation has been canceled by the District.

While vacations may be scheduled throughout the year whenever service needs permit, for seniority and work schedule coordination, summer vacation requests for the months of June, July and August must be made by March 15 and approved no later than fifteen (15) days following approval of summer maintenance schedule by the appropriate administrative unit. Vacations in blocks of five consecutive days will take precedence over shorter vacation requests. Following that date, vacation requests will be granted on a first come first serve basis, provided service needs permit.

All vacations are subject to be changed if an emergency situation is declared by the Director, Office of Student transportation, or the Chief Executive Officer.

#### **ARTICLE XXIV – 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, if substantiated 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. 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 investigative meeting relating to the accident, such request will be granted.

C. A Safety Committee composed of representatives from management and the Union shall be established. A Steward from each terminal shall represent the Union on this committee.

D. An employee may retain a copy of the Daily Coach Condition Card, if the employee so desires.

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, up to and including discharge, subject to current District policy.

#### ARTICLE XXV – 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 XXVI – WAGES

Effective August 26, 2003, the salary schedules and formulas for the Teamsters, Local 214 (Bus Drivers) unit for the 2003-98 school year shall be increased by two percent (2%).

Effective August 26, 1998, the salary schedules and formulas for the Teamsters, Local 214 (Bus Drivers) unit for the 1998-99 school year shall be increased by two percent (2%)

A. 1. Effective August 26, 1999, all bargaining unit members shall receive a wage increase of 2%.

2. Effective August 26, 2000, all bargaining unit members shall receive a wage increase of 2%.

3. Effective August 26, 2001, all bargaining unit members shall receive a wage increase of 2%.

4. Effective August 26, 2002, all bargaining unit members shall receive a wage increase of 2%.

#### B. Salary Steps

1. A unit member's right to receive salary increases provided for in this Agreement, shall be contingent upon satisfying the following prerequisite:

The employee must meet the **School District of the City of Detroit Attendance Standard** of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month employees).

The employee will be notified when they have used five (5) non-exempt days.

2. A unit member shall be restored to his/her correct salary step upon the satisfaction of the following condition:

The employee is in compliance with the **School District of the City of Detroit Attendance Standard** for a period of 12 months.

3. The following shall not count as absences under the **School District of the City of Detroit Attendance Standard** for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XXIV. When a Unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the **School District of the City of Detroit Attendance Standard**.

4. Disputes about absences arising from FMLA claims may be appealed to the District's Medical or Civil Rights offices.

Disputes about absences arising from Workers' Compensation claims may be appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining Agreement.

If a unit member is denied a salary step increase and based on some further determination it is found that the employee is not in violation of the **School District of the City of Detroit Attendance Standard**, the employee will be made whole for any previous salary which the employee was denied under the provision.

#### C. Salary Schedules

1. For any unit member who is currently paid at the maximum rate of the salary schedule provided in this Agreement, the Unit member's right to receive the pay adjustment for the next school year that has been negotiated between the parties shall be denied if the unit member fails to meet attendance criteria according to the **School District of the City of Detroit Attendance Standard** of 96% (at least ten (10) days for 12 month employees; at least eight (8) days for 10 month Employees).

2. A unit member's right to receive the following year's pay adjustment negotiated between the parties shall be reinstated when the unit member is in compliance with the **School District of the City of Detroit Attendance Standard** for a period of 12 months.

3. The following shall not count as absences under the **School District of the City of Detroit Attendance Standard** for purposes of this section: (1) absences which qualify as entitlements under either the Family and Medical Leave Act (FMLA) or Workers' Compensation; (2) death leave; (3) recognized religious holidays; (4) jury duty; (5) military service; (6) union release time; (7) police reserve time; (8) absences due to childhood diseases of chickenpox, measles, mumps, diphtheria, whooping cough, impetigo and conjunctivitis; and (9) two (2) emergency days as defined in Article XXIV. When a unit member's qualifying absence under the FMLA extends beyond the FMLA period, the additional absences shall not count as absences under the **School District of the City of Detroit Attendance Standard**; and earned vacation days, if applicable.

4. Disputes about absences arising from FMLA claims may be appealed to the District's medical or civil rights offices.

Disputes about absences arising from Workers' Compensation claims may be Appealed to the District's Office of Risk Management.

All other disputes about absences may be appealed through the grievance process identified in the collective bargaining Agreement.

If an employee is denied a salary rate increase and based on further determination it is found that the employee is not in violation of the **School District of the City of Detroit Attendance Standard**, then the employee will be made whole for any previous salary rate increases which the employee was denied under this provision.

#### ARTICLE XXVII – BONUS (ATTENDANCE)

An additional bonus of \$100.00 will be paid to those bus drivers who are in compliance with the **School District of the City of Detroit Attendance Standard** of 96%.

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.

#### ARTICLE XXVIII – 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 XXIX – 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 XXX – 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 XXXI – 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. The schedule of payment of longevity pay will be determined by the Chief Executive Officer, but such payment will be made no later than December 31st following the end of the fiscal year

#### ARTICLE XXXII – 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 XXXIII – PAID LUNCH PERIOD**

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

**ARTICLE XXXIV – 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 XXXV – MEDICAL EXAMINATIONS AND X-RAYS**

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

**ARTICLE XXXVI – 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 has 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.** Employees are eligible for optical insurance coverage with either Co-op Optical or Heritage.

**E.** Effective September 1, 1984, the Board shall pay two hundred eighty-five dollars per employee per year to the Teamsters Dental Fund. 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 XXXVII – COST OF LIVING ALLOWANCE**

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

**ARTICLE XXXVIII – 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 XXI 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 (1½) 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 XXXIX – PROMOTIONS**

Unit members will be assigned by the District in accordance with its policies, procedures and as provided in this Agreement.

If for any reason an employee is transferred or promoted to a position not included in the bargaining Unit, and is thereafter transferred back to a position within the bargaining unit, he/she shall return to the bargaining Unit with full seniority rights and benefits, including the seniority he/she should have accumulated had he/she not been transferred out of the bargaining unit.

**A. Promotions – Eligibility Pools**

1. Upon request from the Director, Office of Student Transportation, the Department of Human Resource Management and Planning shall post an Announcement for a specific vacancy. This posting will include all qualifications necessary to fill the vacancy. Persons wishing to apply must submit applications in accordance with the directives outlined in said announcement.

(Note: a prospective candidate can apply for a vacancy which demands a lower classification, but cannot apply for a vacancy for which he/she is deemed ineligible).

Unit members currently employed by the District, who wish to apply for a vacancy will be classified in the eligibility pool as either a voluntary transfer or promotion. In addition to the eligibility requirements identified in the announcement, a current employee's eligibility will also be predicated on the following:

- He/she must not presently be charged with a disciplinary infraction;
- He/she must not have been penalized for a disciplinary infraction for at least one year (12 months prior to the date of posting the announcement);
- He/she must have received a satisfactory job performance evaluation during the last rating period; and/or,
- If the selection to fill the posted vacancy will result in a voluntary transfer for the applicant, he/she must not have been previously granted a voluntary transfer within the preceding one year (12 months prior to the date of posting the announcement);
- He/she must have passed the promotional examination.

Applicants who are not currently employed by the District must satisfy the statutory and District employment policy requirements for employment policy

Requirements for employment in addition to the eligibility requirements identified in the announcement.

2. a. When candidates for a position have been identified, applicant pools will be prioritized in the following order:

- 1) Except as otherwise required by law (including court and arbitration decisions), displaced persons, e.g. due to reconstitution, returns from leaves, other than Workers' Compensation, and FMLA.
- 2) Voluntary transfers;

- 3) Promotions; and,
  - 4) Prospective employees
- b. Individual applicants within the pools identified as one, two and three above will be prioritized by seniority, within their respective pool.
  - c. The Department of Human Resource Management and Planning will identify the five top applicants for each vacancy consistent with the priorities cited above.
3. Selections for each vacancy will be as follows:
- The Director, Office of Student Transportation, shall interview the five applicants.
  - Failure on the part of the Director, Office of Student Transportation, to submit a recommendation candidate within a reasonable time, will result in the Department of Human Resource Management and Planning assigning the most senior candidate from the five applicants presented for interview.

#### B. Transfers

1. In recognition of the commitment by both the School District of the City of Detroit and the Union to the principle of total involvement in seeking solutions to educational problems, it is acknowledged by both parties that on occasion it is in the best interests of both parties to transfer an employee and that the District retains the right to transfer a unit member covered by this Agreement from one position to another in these circumstances.

2. In the case of individual transfers:

Unit members being transferred shall be notified in writing at least thirty (30) calendar days before the date the contemplated transfer is to become effective. The notice shall set forth the expected date of transfer and the place involved. The Union shall be furnished with a copy of the notification at the same time. The parties recognize that emergency situations may arise in which the thirty (30) day notice is not feasible.

3. Whenever there is a need for an involuntary transfer it will constitute a provisional assignment.

#### C. Exceptions

Notwithstanding the provisions of this article, exceptions may be made to the above Procedure to comply with applicable laws, including court and arbitration decisions.

#### ARTICLE XL - 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 XLI - ROUTE PICKS

A. For purposes of selecting routes on the basis of seniority, all routes will be posted once a year at least the Thursday before the beginning of the school year. So that the Driver selecting the route will have the best information available at the time of the selection, attempts will be made to indicate on the route summary any additions that might be anticipated.

Additional runs established after the initial selection will be offered to the most senior employee, provided that the District determines, in its sole discretion, that the additional run fits within the employee's time availability, is within the geographical parameters of the employee's current route and is consistent with general efficiency concerns. Furthermore, no employee will be assigned routes that total more than eight hours a day, unless the District determines otherwise. Changes may occur on any route at any time.

B. If the lack of a second route selection at mid-year creates major concerns, management will meet with Union representatives, after December 1 of the year in question, to discuss these concerns, and make any modifications to the route selection process agreeable to both 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 XLII - 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 XLIII - 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 XLIV - 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 XLV - UNIFORMS**

Employees will receive uniforms which must be worn during work hours or while performing job duties.

**ARTICLE XLVI - MILEAGE**

For each school year, the mileage rate shall reflect the rate that is used by the Internal Revenue Service for tax purposes.

All unit members who are directed to use their own vehicle during regular working hours will qualify for mileage reimbursement, with a 700 mile maximum per month per employee, provided that a unit member may be reimbursed for more than 700 if they receive prior approval from the Director, Office of Student Transportation, or his designee.

**ARTICLE XLVII - DURATION OF CONTRACT**

The effective dates of this Agreement are August 26, 1999 to August 25, 2003

**ARTICLE XLVIII - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

The School District of the City of Detroit reserves all rights and powers conferred upon it by the Constitution and laws of the State of Michigan and the United States. In addition, the School District of the City of Detroit reserves the right to govern and manage the District in all respects, except as to limitations on the right to govern and manage that are specifically set forth in this Agreement. However, all District policies and procedures of which the Union has notice and which do not conflict with the Collective Bargaining Agreement are part of the Collective Bargaining Agreement. The parties both recognize the possibility that emergency situations may arise in which prior notification is not feasible.

The parties will meet annually to identify those practices which conflict with the Collective Bargaining Agreement and/or District policy. Only practices identified and agreed to may be relied upon as a defense for purposes of grievances or arbitrations.

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the District, the Union, and employees in the bargaining unit, and in the event

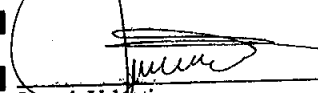
that any provisions of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

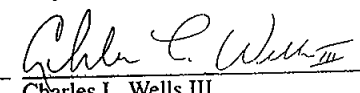
**ARTICLE XLIX - CHANGE AND TERMINATION**

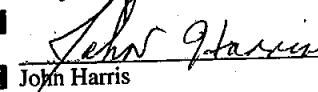
**THIS AGREEMENT** shall remain in full force and effect up to and including August 25, 2003. However, the employer may extend this Agreement for ten (10) calendar days by giving written notice of such desire to the Union prior to August 25, 2003. This Agreement shall automatically re-new itself from year to year after August 25, 2003, unless either party shall notify the other party by registered or certified mail at least ninety (90) days prior to August 25, 2003, of its desire to modify or terminate this Agreement.

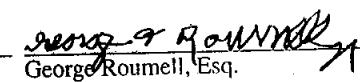
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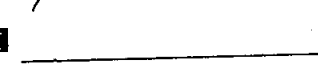
For the School District of the City of Detroit

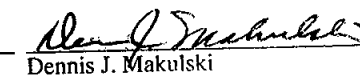
  
Joseph Valenti

  
Charles L. Wells III

  
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George Roumell, Esq.

  
Dennis J. Makulski

  
Dennis J. Makulski

Date: 6/22/00

Date: 6/22/00

APPROVED:   
David Adamany

Date: June 26, 2000

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 1999-2000 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
4970 <sup>(1)</sup>	435	Team Leader, Student Transportation Step 1 Step 2	52	\$12,1689 13,9507	\$12,412278 14,229714
5990 & 5860 <sup>(2)</sup>	434	Dispatcher and Scheduler Step 1 Step 2 Step 3	52	11,7159 12,5919 13,4977	11,950218 12,843738 13,767654
6060 <sup>(1)</sup>	374	School Bus Driver Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	39	9,8438 10,7646 11,7918	10,040676 10,979892 12,027636
5010 <sup>(1) &amp; (3)</sup>	379	Bus Driver - Steward Step 1 Step 2	52	12,1689 13,9507	12,412278 14,229714

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 1999-2000 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
Q010	268	Bus Upholstery Repairperson Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	52	\$ 9,8438 10,7646 11,7918	\$10,040676 10,979892 12,027636
Q020 <sup>(4)</sup>	130	School Bus Driver (After 4/8/95) Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	39	7,8697 8,6093 9,4370	8,027094 8,781486 9,625740



**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 1999-2000 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Alternate Job Classifications:</b>				
7080	374	School Bus Driver - Extended Work Step 1 Step 2 Step 3	\$ 9.8438 10.7646 11.7918	\$10.040676 10.979892 12.027636
8840 <sup>(5)</sup>	434	Dispatcher - Alternate Position	12.1689	12.412278
8280 <sup>(5)</sup>	556	Scheduler - Alternate Position	12.1689	12.412278
8850 <sup>(5)</sup>	435	Team Leader, Student Transportation Alternate Position	12.1689	12.412278

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 forward maximum rate through the Day count Reporting System (same as Bus Drivers).
4. These classifications are to be eliminated from the bargaining unit per the contractual agreement effective August 26, 2000.
5. These classifications are to have the same rate which is to be no less than the higher of Step 1 of the Team Leader or Dispatcher/Scheduler rate schedules.

All classifications are eligible for eleven (11) year longevity of \$150 to be paid annually as a lump sum.

**APPENDIX "A"**  
**NON-REPRESENTED CLASSIFICATIONS RELATED TO TEAMSTERS -**  
**LOCAL 214 SCHOOL BUS DRIVERS**  
 1999-2000 Schedule R

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
9040	374	ES School Bus Driver	\$ 9.8438	\$10.040676
Q030 <sup>(4)</sup>	133	ES School Bus Driver (After 4/8/95)	7.8697	8.027094

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2000-2001 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
4970 <sup>(1)</sup>	435	Team Leader, Student Transportation Step 1 Step 2	52	\$12.412278 14.229714	\$13.710524 15.564308
5990 & 5860 <sup>(2)</sup>	434	Dispatcher and Scheduler Step 1 Step 2 Step 3	52	11.950218 12.843738 13.767654	13.239222 14.150613 15.093007
6060 <sup>(1)</sup>	374	School Bus Driver Step 1 Step 2 Step 3	39	10.040676 10.979892 12.027636	11.291490 12.249490 13.318189
5010 <sup>(1,a,b)</sup>	379	Bus Driver - Steward Step 1 Step 2	52	12.412278 14.229714	13.710524 15.564308

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2000-2001 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
Q010	268	Bus Upholstery Repairperson Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	52	\$10.040676 10.979892 12.027636	\$11.291490 12.249490 13.318189

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2000-2001 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	PS	
			Prior Hourly Rates	Hourly Rates Effective 8/26/99
7080	374	<b>Alternate Job Classifications:</b>		
		School Bus Driver - Extended Work	\$10.040676	\$11.291490
		Step 1	10.979892	12.249490
		Step 2	12.027636	13.318189
		Step 3		
8840 <sup>(5)</sup>	434	Dispatcher - Alternate Position		
8280 <sup>(5)</sup>	556	Scheduler - Alternate Position		
8850 <sup>(5)</sup>	435	Team Leader, Student Transportation Alternate Position	12.412278	13.710524

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).
4. These classifications are to be eliminated from the bargaining unit per the contractual agreement effective August 26, 2000.
5. These classifications are to have the same rate which is to be no less than the higher of Step 1 of the Team Leader or Dispatcher/Scheduler rate schedules. All classifications are eligible for eleven (11) year longevity of \$150 to be paid annually as a lump sum.

**APPENDIX "A"**  
**NON-REPRESENTED CLASSIFICATIONS RELATED TO TEAMSTERS -**  
**LOCAL 214 SCHOOL BUS DRIVERS**  
 2000-2001 Schedule R

Job Code	Pos. Code	Description	PS	
			Prior Hourly Rates	Hourly Rates Effective 8/26/99
9040	374	ES School Bus Driver	\$10.040676	\$11.291490

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2001-2002 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
4970 <sup>(1)</sup>	435	Team Leader, Student Transportation Step 1 Step 2	52	\$13,710,524 15,564,308	\$13,984,734 15,875,594
5990 & 5860 <sup>(2)</sup>	434	Dispatcher and Scheduler Step 1 Step 2 Step 3	52	13,239,222 14,150,613 15,093,007	13,504,006 14,433,625 15,394,867
6060 <sup>(1)</sup>	374	School Bus Driver Step 1 Step 2 Step 3	39	11,291,490 12,249,490 13,318,189	11,517,320 12,494,480 13,584,553
5010 <sup>(1 &amp; 3)</sup>	379	Bus Driver - Steward Step 1 Step 2	52	13,710,524 15,564,308	13,984,734 15,875,594

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2001-2002 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
Q010	268	Bus Upholstery Repairperson Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	52	\$11,291,490 12,249,490 13,318,189	\$11,517,320 12,494,480 13,584,553

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2001-2002 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Alternate Job Classifications:</b>				
7080	374	School Bus Driver - Extended Work		
		Step 1	\$11.291490	\$11.517320
		Step 2	12.249490	12.494480
		Step 3	13.318189	13.584553
8840 <sup>(5)</sup>	434	Dispatcher - Alternate Position		
8280 <sup>(5)</sup>	556	Scheduler - Alternate Position		
8850 <sup>(5)</sup>	435	Team Leader, Student Transportation Alternate Position	13.710524	13.984734

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).
4. These classifications are to be eliminated from the bargaining unit per the contractual agreement effective August 26, 2000.
5. These classifications are to have the same rate which is to be no less than the higher of Step 1 of the Team Leader or Dispatcher/Scheduler rate schedules. All classifications are eligible for eleven (11) year longevity of \$150 to be paid annually as a lump sum.

**APPENDIX "A"**  
**NON-REPRESENTED CLASSIFICATIONS RELATED TO TEAMSTERS -**  
**LOCAL 214 SCHOOL BUS DRIVERS**  
 2001-2002 Schedule R

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
9040	374	ES School Bus Driver	\$11.291490	\$11.517320

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2002-2003 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
4970 <sup>(1)</sup>	435	Team Leader, Student Transportation Step 1 Step 2	52	\$13.984734 15.875594	\$14.264429 16.193106
5990 & 5860 <sup>(2)</sup>	434	Dispatcher and Scheduler Step 1 Step 2 Step 3	52	13.504006 14.433725 15.394867	13.774086 14/822209 15.702764
6060 <sup>(1)</sup>	374	School Bus Driver Step 1 Step 2 Step 3	39	11.517320 12.494480 13.584553	11.747666 12.744370 13.856244
5010 <sup>(1 &amp; 3)</sup>	379	Bus Driver - Steward Step 1 Step 2	52	13.984734 15.875594	14.264429 16.193106

**APPENDIX "A"**  
**TEAMSTERS - LOCAL 214 SCHOOL BUS DRIVERS**  
 2002-2003 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Weeks	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
<b>Regular Job Classifications:</b>					
Q010	268	Bus Upholstery Repairperson Step 1 - Start Step 2 - After 1 Year Step 3 - After 2 Years	52	\$11.517320 12.494480 13.584553	\$11.747666 12.744370 13.856244

**APPENDIX "A"**  
**TEAMSTERS – LOCAL 214 SCHOOL BUS DRIVERS**  
 2002-2003 Salary Schedule Q  
 39 and 52 week Job Classifications

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
7080	374	<b>Alternate Job Classifications:</b>		
		School Bus Driver – Extended Work		
		Step 1	\$11.517320	\$11.747666
		Step 2	12.494480	12.744370
		Step 3	13.584553	13.856244
8840 <sup>(5)</sup>	434	Dispatcher – Alternate Position		
8280 <sup>(5)</sup>	556	Scheduler – Alternate Position		
8850 <sup>(5)</sup>	435	Team Leader, Student Transportation Alternate Position	13.984734	14.264429

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).
4. These classifications are to be eliminated from the bargaining unit per the contractual agreement effective August 26, 2000.
5. These classifications are to have the same rate which is to be no less than the higher of Step 1 of the Team Leader or Dispatcher/Scheduler rate schedules.

All classifications are eligible for eleven (11) year longevity of \$150 to be paid annually as a lump sum.

**APPENDIX "A"**  
**NON-REPRESENTED CLASSIFICATIONS RELATED TO TEAMSTERS –**  
**LOCAL 214 SCHOOL BUS DRIVERS**  
 2002-2003 Schedule R

Job Code	Pos. Code	Description	Prior Hourly Rates	PS Hourly Rates Effective 8/26/99
9040	374	ES School Bus Driver	\$11.517320	\$11.747667

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:

Joseph Valenti  
Ron Bush

DATED: April 4, 1995

FOR THE BOARD:

Charles L. Wells, III  
Dennis J. Makulski

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:

Ron Bush

FOR THE BOARD:

George Kimbrough  
Charles L. Wells, III

DATED: OCTOBER 19, 1992

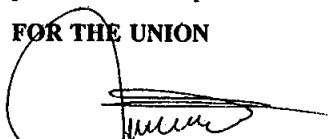



**LETTER OF AGREEMENT  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)**

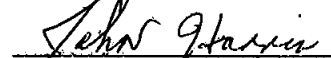
No later than thirty (30) days following the ratification of this Agreement, the parties will meet in a Special Conference to discuss the promotion procedures for the position of Scheduler/Dispatcher.

**FOR THE UNION**

**FOR THE BOARD**

  
\_\_\_\_\_  
Joseph Valenti

  
\_\_\_\_\_  
Charles L. Wells III

  
\_\_\_\_\_  
John Harris

DATE: January 19, 1999

DATE: January 19, 1999

**LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)**

By their representative's signatures below, the parties recognize that it is management's right to review the on-the-job work performance of each employee.

A new revised evaluation program is now being developed.

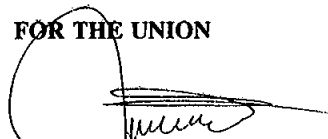
The parties agree that the performance review language which exists now in the pertinent collective bargaining Agreement will remain in effect until a new review vehicle is created.


The anticipated completion date of the new review vehicle will be prior to the 1999-2000 school year.

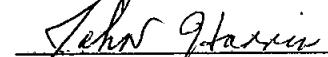
When completed, the entire review process will be shared with the Union prior to its implementation.

**FOR THE UNION**

**FOR THE BOARD**

  
\_\_\_\_\_  
Joseph Valenti

  
\_\_\_\_\_  
Charles L. Wells III

  
\_\_\_\_\_  
John Harris

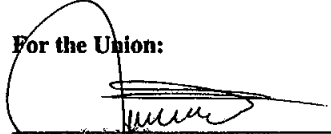
DATE: January 20, 1999

DATE: January 20, 1999

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

The parties will meet to discuss the implementation of direct deposit of paychecks to local banking institutions and frequency of paychecks.

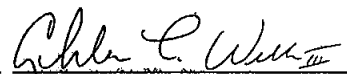
For the Union:

  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the  
City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

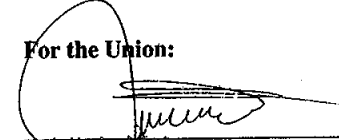
DISCIPLINARY ACTION BECAUSE OF  
ABSENTEEISM

By their signatures below, the parties' representatives agree with the statement captioned below.

The intent of this statement is to clarify existing contractual language and personnel practices, and is not intended to alter existing contract language or practices.

"The parties agree that the Board may implement a schedule of discipline based upon suspected abuse of sick bank by any unit member subject to the just cause provision."

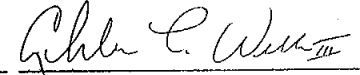
For the Union:

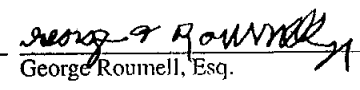
  
Joseph Valenti

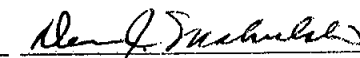
  
John Harris

Date: June 22, 2000

For the School District of the  
City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

By their representatives' signatures below, the parties agree to review all health care benefits currently offered to the unit members.

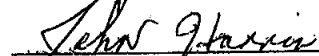
A Joint Union-Management Committee of all signatories, including a third party consultant, who specializes in the area of employee benefits, shall be formed by a date to be agreed to by the Parties during the 1999-2000 school year. The third party consultant shall serve in an advisory capacity only. The joint committee shall only reach agreement on the specification of benefits. The benefits specified are to be equivalent in coverage and benefits presently offered to the unit members.

If the signatories cannot agree on the specified benefits, each party will present its proposal to a third party arbitrator who will be limited to the selection of the Union proposal or The District proposal.

Once the benefit package is defined, it will be bid by The District following its normal purchasing guidelines.

For the Union:

  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.


  
Dennis J. Makulski

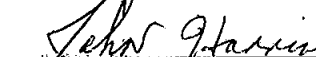
Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

The parties agree that the District shall have the right to assign Schedulers as Dispatchers or Dispatchers as Schedulers as the need arises, which may include a change in assignment times. All Schedulers and Dispatchers shall be cross-trained in both positions.


For the Union:

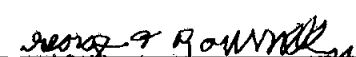
  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

By their representatives' signatures below, the parties agree to clarify the effective date of annual increments as indicated below.

No unit member's progress along the increment steps will be negatively impacted as a result of this change.

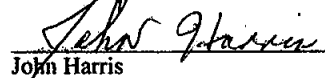
Effective July 1, 2000 annual increments will be processed twice annually — January 1 and July 1, according to the schedule identified below:

Employees with the most recent effective date of:	
July 1 2000-September 30, 2000	July 1, 2001
July 1, 2000-September 30, 2000	January 1, 2002
April 1, 2001-June 30, 2001	July 1, 2002

Current unit members whose incremental anniversary date is October will continue to receive their annual incremental pay increase effective July 1.

For the Union:

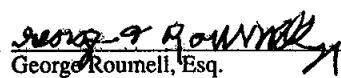
  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

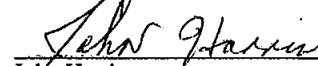
Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

The parties agree that in connection with the elimination of the Christmas Break, Winter Break, Easter Break and Return to Work in September bonuses provided for in Article XXXI, Section 3, effective August 26, 2000, there shall be a one-time increase in the hourly rate of all bargaining unit employees in the amount of \$1.05 per hour which shall be incorporated into the revised salary schedule after the 2% wage increase effective August 26, 2000 has been implemented.

For the Union:

  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

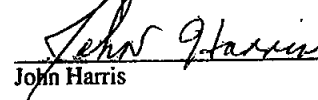
Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

The parties agree that effective August 26, 2000, the two-tiered wage schedule for the classification of Bus Driver will be modified through the elimination of the lower wage tier. Bus Drivers hired after January 1, 1995 will be placed at the step of the salary schedule remaining in effect, equal to the step they had earned, as of August 26, 2000, in the salary schedule being eliminated. All Bus Drivers being hired after the date of ratification shall be placed at Step 1 of the existing salary schedule.

For the Union:

  
Joseph Valenti


  
John Harris

Date: June 22, 2000

For the School District of the  
City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

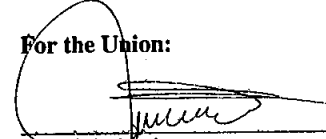
  
Dennis J. Makulski

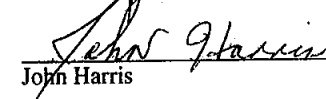
Date: June 22, 2000

LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)

The current union stewards will continue to be paid at the steward rate of pay for the life of this Agreement only. In no event shall the District be obligated to provide said pay for more than six (6) employees. In the event that the two stewards to be selected pursuant to Article VII are not selected from the current stewards, then the one or two stewards (as the case may be, depending on whether it is one or two stewards who are elected that are not among the current stewards) who are not selected with the least seniority as a steward shall not receive steward pay hereunder, as it is the parties' intent to limit the number of employees receiving steward pay to six. Furthermore, if any current stewards leave their employment with the District, there is no obligation to provide steward pay for any other employee not among the two elected stewards. This Letter expires upon the expiration date of this Agreement, August 25, 2003 at which time only elected steward(s), if any, as provided in Article VII, shall be eligible for steward pay.

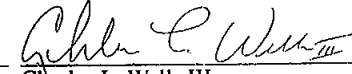
For the Union:

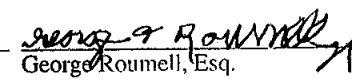
  
Joseph Valenti

  
John Harris

Date: June 22, 2000

For the School District of the  
City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

Date: June 22, 2000

**LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)**

The parties agree that in connection with the elimination of the Field Trip Coordinator classification, the individual in the position will have her salary "red-circled" so that she will continue to receive the Field Trip Coordinator pay, without increases, until such time as the rate of pay of a schedule equals or exceeds the rate of pay for the Field Trip Coordinator classification, after which time she will be paid at the rate in the Agreement for schedulers.

**For the Union:**

*Joseph Valenti*  
Joseph Valenti

*John Harris*  
John Harris

Date: June 22, 2000

**For the School District of the  
City of Detroit:**

*Charles L. Wells III*  
Charles L. Wells III

*George Roumell, Esq.*  
George Roumell, Esq.

*Dennis J. Makulski*  
Dennis J. Makulski

Date: June 22, 2000

**LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)**

The District will abide by its field trip policy as that policy may be modified by the District from time to time.

**For the Union:**

*Joseph Valenti*  
Joseph Valenti

*John Harris*  
John Harris

Date: June 22, 2000

**For the School District of the  
City of Detroit:**

*Charles L. Wells III*  
Charles L. Wells III

*George Roumell, Esq.*  
George Roumell, Esq.

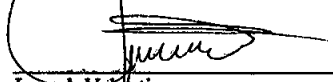
*Dennis J. Makulski*  
Dennis J. Makulski

Date: June 22, 2000

**LETTER OF UNDERSTANDING  
BETWEEN  
THE DETROIT BOARD OF EDUCATION  
AND  
TEAMSTERS LOCAL 214  
(BUS DRIVERS)**


During negotiations for the 1999-2003 Collective Bargaining Agreement, the District reaffirmed that Dispatchers, Team Leaders and Stewards are twelve (12) month employees with vacation fringe benefits exactly as Schedulers.

For the Union:

  
Joseph Valenti

For the School District of the City of Detroit:

  
Charles L. Wells III

  
George Roumell, Esq.

  
Dennis J. Makulski

Date: June 22, 2000

Date: June 22, 2000

**DETROIT PUBLIC SCHOOLS  
1999-2000 SCHOOL CALENDAR**

**FIRST SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**SEPTEMBER-OCTOBER**

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	1
4	5	6	7	8

22

**OCTOBER-NOVEMBER**

11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
1	2	3	4	5

20

**NOVEMBER-DECEMBER**

8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	1	2	3

18

**DECEMBER**

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

14

**JANUARY**

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

16/91

**CALENDAR NOTES:**

THIS SCHOOL YEAR HAS 184 DAYS.  
NOVEMBER 11 IS ALSO VETERANS DAY.  
CHRISTMAS RECESS EXTENDED 2 DAYS,  
ONE FOR Y2K, ONE FOR GOOD FRIDAY.  
EASTER BREAK IS THE WEEK BEFORE  
EASTER.

**SECOND SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**FEBRUARY-MARCH**

	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	1	2	3

19

**MARCH**

6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20

**APRIL**

3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

15

**MAY**

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26





20

**MAY-JUNE**

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
27	28	29	30	

19/93

**KEY:**

-  SCHOOLS CLOSED
-  SCHOOLS OPEN NO STUDENTS
-  REPORT CARD DATES
-  HALF-DAYS

### DETROIT PUBLIC SCHOOLS 2000-2001 SCHOOL CALENDAR

**FIRST SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**AUGUST-SEPTEMBER**

28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22

**OCTOBER**

2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

20

**OCTOBER-NOVEMBER**

30	31	1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24

18

**NOVEMBER-DECEMBER**

27	28	29	30	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

19

**DECEMBER-JANUARY**

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

13/92

**CALENDAR NOTES:**  
THIS SCHOOL YEAR HAS 184 DAYS.

**SECOND SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**JANUARY-FEBRUARY**

22	23	24	25	26
29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

25

**FEBRUARY-MARCH**

26	27	28	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

15

**MARCH-APRIL**

26	27	28	29	30
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20

14

**APRIL-MAY**





23	24	25	26	27
30	1	2	3	4
7	8	9	10	11
14	15	16	17	18

20

**MAY-JUNE**

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15

18/92

**KEY:**  
 SCHOOLS CLOSED  
 SCHOOLS OPEN NO STUDENTS  
 REPORT CARD DATES  
 HALF-DAYS

### DETROIT PUBLIC SCHOOLS 2001-2002 SCHOOL CALENDAR

**FIRST SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**AUGUST-SEPTEMBER**

28	29	30	31	
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

22

**OCTOBER**

1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

20

**OCTOBER-NOVEMBER**

29	30	31	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23

18

**NOVEMBER-DECEMBER**

26	27	28	29	30
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21

20

**DECEMBER-JANUARY**

24	25	26	27	28
31	1	2	3	4
7	8	9	10	11
14	15	16	17	18

13/93

**CALENDAR NOTES:**  
 THIS SCHOOL YEAR HAS 184 DAYS.  
 NOVEMBER 10 IS A HALF-DAY FOR ATTENDANCE PURPOSES BUT COUNTS AS A FULL DAY OF INSTRUCTION.  
 JANUARY 17, 2001 IS A FULL DAY AND JANUARY 18, 2001 IS A HALF-DAY FOR STUDENTS PER TEACHERS CONTRACT. JUNE 13, 2002 IS A FULL.

**SECOND SEMESTER**

MON	TUE	WED	THU	FRI
-----	-----	-----	-----	-----

**JANUARY-FEBRUARY**

21	22	23	24	25
28	29	30	31	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

24

**FEBRUARY-MARCH**

25	26	27	28	1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22

15

**MARCH-APRIL**

25	26	27	28	29
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19

14

**APRIL-MAY**





22	23	24	25	26
29	30	1	2	3
6	7	8	9	10
13	14	15	16	17

20

**MAY-JUNE**

20	21	22	23	24
27	28	29	30	31
3	4	5	6	7
10	11	12	13	14

18/91

**KEY:**  
 SCHOOLS CLOSED  
 SCHOOLS OPEN NO STUDENTS  
 REPORT CARD DATES  
 HALF-DAYS



11/22/06  
*[Handwritten signatures]*  
E.M.D.

**DPS PACKAGE PROPOSAL**

**THE SCHOOL DISTRICT OF  
THE CITY OF DETROIT**

**SETTLEMENT  
PROPOSALS**

**TO**

**THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFEURS, WAREHOUSEMEN AND HELPERS (LOCAL  
214) BUS DRIVERS, TEAM LEADERS, DISPATCHERS AND  
SCHEDULERS**

---

**NOVEMBER 22, 2006**

*Tied*  
*11/22/06*  
*[Signature]*  
*[Signature]*  
*[Signature]*

PROPOSAL# 1

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

**DURATION OF AGREEMENT**

Change all relevant dates throughout the Agreement to reflect it being effective from August 26, 2003 through June 30, 2009.

*T Fed*  
*11/22/06*  
*[Signature]*  
*[Signature]*  
*[Signature]*

**PROPOSAL# 2**

**Bargaining Proposal from**

**The School District of the City of Detroit  
-To-**

**The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

**WAGES**

Incorporate concession agreement language to continue wage reduction of 5.71% through June 30, 2007.

Re-opener on economics effective July 1, 2007. Either party can initiate negotiations on the re-opener on November 15, 2006 or anytime thereafter.

Revised 10/11/06

11/22/06  
L  
A  
E.M.D.

PROPOSAL# 3

**Letter of Understanding  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

The parties agree that the School District's Office of Student Transportation will attempt to work with the School District's Office of Contracting and Procurement to develop purchase order controls so that the Director of Transportation or his designee would approve all scheduling of and payments for field trips. The Office of Student Transportation will continue to reiterate through memos and other forms of communication that all trips are to be scheduled through the Office of Student Transportations Field Trip Department or by whatever policies that the School District may adopt.

For the Union:  
Daniel M. Salt  
Jack C. Cumber  
Ella M. Fran-Danbridge

For the School District of the City of Detroit:  
Lamont D. Salt  
Lydia M. Benjamin

Date: 11/22/06

Date: 11/22/06

11/22/06  
Jed  
J.C.  
E.M.W.

**PROPOSAL# 4**

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

**UPHOLSTERY REPAIRPERSON**

The Board reserves the right to allow qualified Bus Drivers to volunteer for alternate assignments to assist in the repair and maintenance of school bus seats, on a temporary basis. Employees so assigned will work a schedule determined by the District with no change in 10-month benefits.

*Added 11/22/06*  
*[Handwritten signatures]*

**PROPOSAL# 5**

**Letter of Understanding  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

The parties agree that effective upon ratification, the two (2) bargaining unit members who are classified as Bus Drivers but who have been acting as Dispatchers (Barbara Cheatham and Kimella Spivey) shall be reclassified as Dispatchers.

For the Union:

*David M. [Signature]*  
*Jack [Signature]*  
*Ella M. [Signature]*

Date: 11/27/06

For the School District of the City of Detroit:

*[Signature]*  
*Lydia M. [Signature]*

Date: 11/22/06

T. Ard 11/22/06  
[Handwritten signatures]

**PROPOSAL# 6**

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

**ARTICLE XXVII – DAILY RELIEF**

At the end of the school year each bus drivers will receive a check, not to exceed seventy (70) hours at the employee's appropriate rate of pay, prorated based on their number of days worked compared to the total number of work days in the school year.

Area  
11/22/06  
L.A.  
J.C.  
E.M.W.

**PROPOSAL# 7**

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

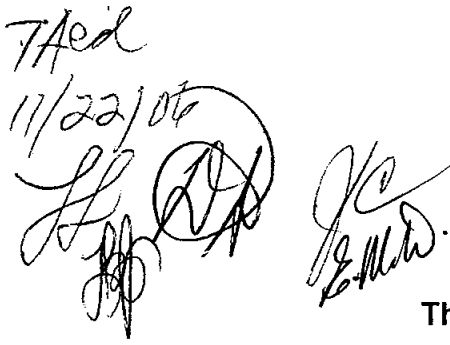
**ARTICLE XXVII – ATTENDANCE BONUS**

Replace first paragraph with the following which shall incorporate all past and current attendance bonuses:

Bargaining unit members shall be entitled to an attendance Bonus as follows:

Perfect Attendance	-	\$400
1-3 absences	-	\$300
4-6 absences	-	\$200
7-8 absences	-	\$100



7Aed  
11/22/06  


**PROPOSAL# 8**

**Bargaining Proposal from**

**The School District of the City of Detroit**

**-To-**

**The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

**UNION STEWARDS**

**Replace Article VI, Section A with the following:**

A. The Board shall recognize five (5) elected stewards.

**Replace Article VI, Section D with the following:**

D. The stewards will have a regularly scheduled route, and will perform regularly assigned duties under the direction of the terminal manager or his/her designee. The stewards' hours of work shall be the same hours that are performed by the bus drivers. At the direction of the terminal manager or his/her designee, the stewards shall also perform the following duties:

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 student load count information from drivers.
10. Assisting drivers/attendants with complaints and misconduct forms.
11. Supervising parking, loading and unloading on field trips.
12. Visiting accident sites, collecting initial information, making reports, and transporting personnel to the clinic.
13. Receiving complaints made by parents, schools, attendants and drivers.
14. In the Terminal Yard, monitoring pre-tripping of buses, monitoring departure time of drivers and attendants, checking buses for cleanliness, emptying signs and equipment, assigning buses to stalls, assisting drivers returning from routes with parking of buses, and monitoring post-trip inspections upon return from a.m. and p.m. runs.

TRD 11/22/06

PROPOSAL# 9

Letter of Understanding  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers

The parties agree that a regular meeting will be held with the Director of Transportation or his designee every 30 to 60 days to inform, discuss and update the union of any major operational changes.

For the Union:

Date: 11/22/06

For the School District of the City of Detroit:

Date: 11/22/06

11/22/06  
[Handwritten signatures and initials]

PROPOSAL# 10

**Letter of Understanding  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

The parties agree that the District has the right to establish a reasonable no-fault attendance policy consistent with just cause. The Union shall be notified prior to the implementation of said policy and provided an opportunity for input prior to implementation.

For the Union:  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
Date: 11/22/06

For the School District of the City of Detroit:  
[Signature] \_\_\_\_\_  
[Signature] \_\_\_\_\_  
Date: 11/22/06

1 Add 11/22/06  
Handwritten signatures and initials, including a circled 'A' and 'JMD'.

**PROPOSAL# 11**

**Bargaining Proposal from**

**The School District of the City of Detroit**

**-To-**

**The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

**PERFORMANCE MANAGEMENT**

**Replace Article X with the following:**

The parties agree that the District shall evaluate employees at least once a year using a comprehensive performance-management process. In addition to the criteria set forth below, the employee shall be evaluated based upon meeting established performance goals. Performance goals shall be established in writing by the appropriate administrator, after input from the employee, on or before October 15 of each school year. Evaluation shall be ongoing; however, the formal annual evaluation shall be completed by May 1 of each year. Unsatisfactory performance must be identified in writing. Any written evaluation of unsatisfactory performance shall include (a) clearly documented examples of unsatisfactory performance; (b) evaluation based upon personal observation; (c) evaluation by a direct supervisor of the member being evaluated.

Performance evaluations shall be based upon:

- job knowledge and skill
- quality of work
- efficiency of work
- attendance
- interpersonal skills
- training received (to the extent available)

Appeals of unsatisfactory performance appraisals shall be first to the next level manager over the supervisor conducting the evaluation and, thereafter, through the grievance procedure.

Supervisors and employees shall receive orientation on the performance evaluation system.

For the 2006-2007 school year, the October 15 deadline for establishing performance goals is waived.

Handwritten notes and signatures at the top left of the page, including the date "11/22/06" and several illegible signatures.

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

Add new Sections E and F to Article XVII, Layoff, to read:

- E. Upon notice of recall from a layoff under Section D, employees will be expected to return to work on the day indicated in the notice, which may be as soon as the day after the date on the notice. Such notice to include any one, or combination, of the following methods:
  - 1. Communication through Media Outlets;
  - 2. Electronic Mail;
  - 3. Posting on the District's website;
  - 4. Direct mail;
  - 5. Any other means agreed to by the parties to adequately inform employees

In addition to one of the above, the District may also use any other means agreed to by the parties to adequately inform the employees.

- F. In the event that the District recalls employees laid off due to a work stoppage with the intent to reopen schools, the District shall have the right to layoff employees in the event schools do not open, or schools open and are subsequently closed, the following day without the need for any specific notice.

**Bargaining Proposal from**

**The School District of the City of Detroit  
-To-**

**The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

New Article to read as follows and remove references in the Agreement to "39 week employees:"

**ARTICLE \_\_\_\_ - WORK SCHEDULE**

1. Bargaining unit members will be classified as either 52-week employees or non-52-week employees. Full year employees shall be scheduled to work 52 weeks a year, subject to other terms in this Agreement. Non-52-week employees will be scheduled to work all days within the regular school year that students attend school and regular transportation is required and any additional days as directed by the District provided that during the life of this Agreement non-52-week employees will work a minimum of sixteen (16) hours beyond the days where regular transportation is required. On days where less than regular transportation is needed, only those whose services are needed shall work.
2. On days where the District closes all schools due to inclement weather or any other emergency, 52-week employees shall be required to report and will be paid their regular pay. On such days, where the District has publicly announced closure by 4:00 a.m., non-52-week employees shall not report and will not be paid for the day. Where the District has not publicly announced closures by 4:00 a.m. non-52-week employees who report to work within 30 minutes of the scheduled starting time shall be paid five (5) hours pay as "show-up pay," and employees who report for work between 30 minutes and 1 hour after their scheduled shift shall receive two and one half (2.5) hours pay as "show-up pay."

11/22/06 Theed  
*[Handwritten signatures]*

PROPOSAL# 14

**Letter of Agreement  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

No later than ninety (90) days following the ratification of this Agreement, the parties will meet in a Special Conference to discuss the promotion procedures for the position of Scheduler/Dispatcher.

For the Union:

*David M. Salt*  
*Jack C. Rumsler*  
*Ella McPurchendridge*

Date: 11/22/06

For the School District of the City of Detroit:

*Remont H. Alish*  
*Lydia McFarman*

Date: 11/22/06

Handwritten notes and signatures: "Hand" and "11/22/06" at the top left, followed by several illegible signatures.

Handwritten signature: "J.C. E.M.D." with a long horizontal line extending to the right.

**PROPOSAL# 15**

**Bargaining Proposal from  
The School District of the City of Detroit  
-To-  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers**

The District will give consideration to bargaining unit members who do not work eight hours in their classification to work additional hours performing work the employee is qualified to perform, to the extent it does not require the employee to exceed a combined total of eight hours in a day, unless otherwise outlined by the District, provided that such assignments shall not interfere with the rights of any other unions. Employees working in a different classification will be paid the rate of pay for the classification they are performing.



THed  
11/22/06

**PROPOSAL# 16**

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

**LETTERS OF UNDERSTANDING**

Delete the following letters of understanding:

- January 19, 1999 LOU (p. 42 of 1999-2003 contract)
- January 20, 1999 LOU (p. 43 of 1999-2003 contract)
- June 22, 2000 LOU (p. 44 of 1999-2003 contract)
- June 22, 2000 LOU (p. 46 of 1999-2003 contract)
- June 22, 2000 LOU (p. 49 of 1999-2003 contract)
- June 22, 2000 LOU (p. 50 of 1999-2003 contract)
- June 22, 2000 LOU (p. 51 of 1999-2003 contract)
- June 22, 2000 LOU (p. 52 of 1999-2003 contract)

11/22/06  
*[Handwritten signatures and initials]*

**PROPOSAL# 17**

**Bargaining Proposal from**  
**The School District of the City of Detroit**  
**-To-**  
**The International Brotherhood of Teamsters, Chauffeurs,**  
**Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,**  
**Dispatchers and Schedulers**

**ARTICLE XX - SICK LEAVE AND FUNERAL LEAVE**

**F. Personal Days:**

Effective the 2006-2007 school year all members of the bargaining unit shall be able to use up to ~~two (2)~~ three (3) days for personal business. Said personal days shall be deducted from the employees sick bank. Said personal business days will have no bearing on the employee's attendance record.

T. Hed

11/22/06

PROPOSAL# 18

Bargaining Proposal from

The School District of the City of Detroit  
-To-

The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers

Effective following ratification of this agreement, for seniority purposes only, new members of the bargaining unit who are transferring from another position within the District or who have a Class B or higher CDL will be credited with one extra day of bargaining unit seniority.

TRed  
11/22/06

PROPOSAL# 19

E.M.W.

Letter of Agreement  
Between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214) Bus Drivers, Team Leaders,  
Dispatchers and Schedulers

Effective ten (10) days following ratification, the individual currently classified as Upholstery Repairperson will be reclassified as a Bus Driver with 10-month employee status, shall receive the same pay and benefits as other Bus Drivers and shall be assigned hours in the same fashion as other Bus Drivers. Upon reclassification to Bus Driver, this employee will be paid all accrued vacation time.

For the Union:

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Date: 11/22/06

For the School District of the City of Detroit:

\_\_\_\_\_  
  
\_\_\_\_\_  
Date: 11/22/06

**Letter of Agreement  
between  
The School District of the City of Detroit  
and  
The International Brotherhood of Teamsters, Chauffeurs,  
Warehousemen and Helpers (Local 214)  
Bus Drivers**

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By their representatives' signatures below, the parties agree to amend their Collective Bargaining Agreement effective July 1, 2003 through June 30, 2009 so that the following shall apply effective as soon as practicable upon the signing of this Agreement:

1. Effective as soon as the District is able, the current 5.71% concession that has been in place pursuant to the Agreement of the parties shall be reduced to a 3.71% wage reduction through June 30, 2008, at which time this wage concession shall revert back to the hourly wage rate that was in effect prior to the Concession Agreement, dated May 12, 2005, unless the parties have agreed otherwise pursuant to Paragraph 3.
2. The terms of this Agreement:
  - a. are hereby incorporated into the parties 2003-2009 Collective Bargaining Agreement.
  - b. shall remain in effect until June 30, 2008, at which time the wage concessions will expire pursuant to Paragraph 1 above unless the parties have agreed otherwise pursuant to Paragraph 3.
3. The parties recognize that the financial problems of the District may require additional concessions. As such, the parties agree that at the request of either party, bargaining over the district's need for concessions beyond June 30, 2008 shall take place beginning on November 15, 2007 or thereafter, at the request of either party.

FOR THE TEAMSTERS, LOCAL 214

*David M. Smith*  
*Jella M. Kent Dandridge*

Date: 6/28/2007

FOR THE SCHOOL DISTRICT OF  
THE CITY OF DETROIT

*Lydia M. G. Barlow Jamison*

Date: June 28, 2007