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8/26/2001

AGREEMENT

BETWEEN

GAYLORD COMMUNITY SCHOOLS
(Bus Driver's Unit)

and

TEAMSTERS STATE, COUNTY
AND MUNICIPAL WORKERS LOCAL 214

1997-2001

Gaylord Community Schools



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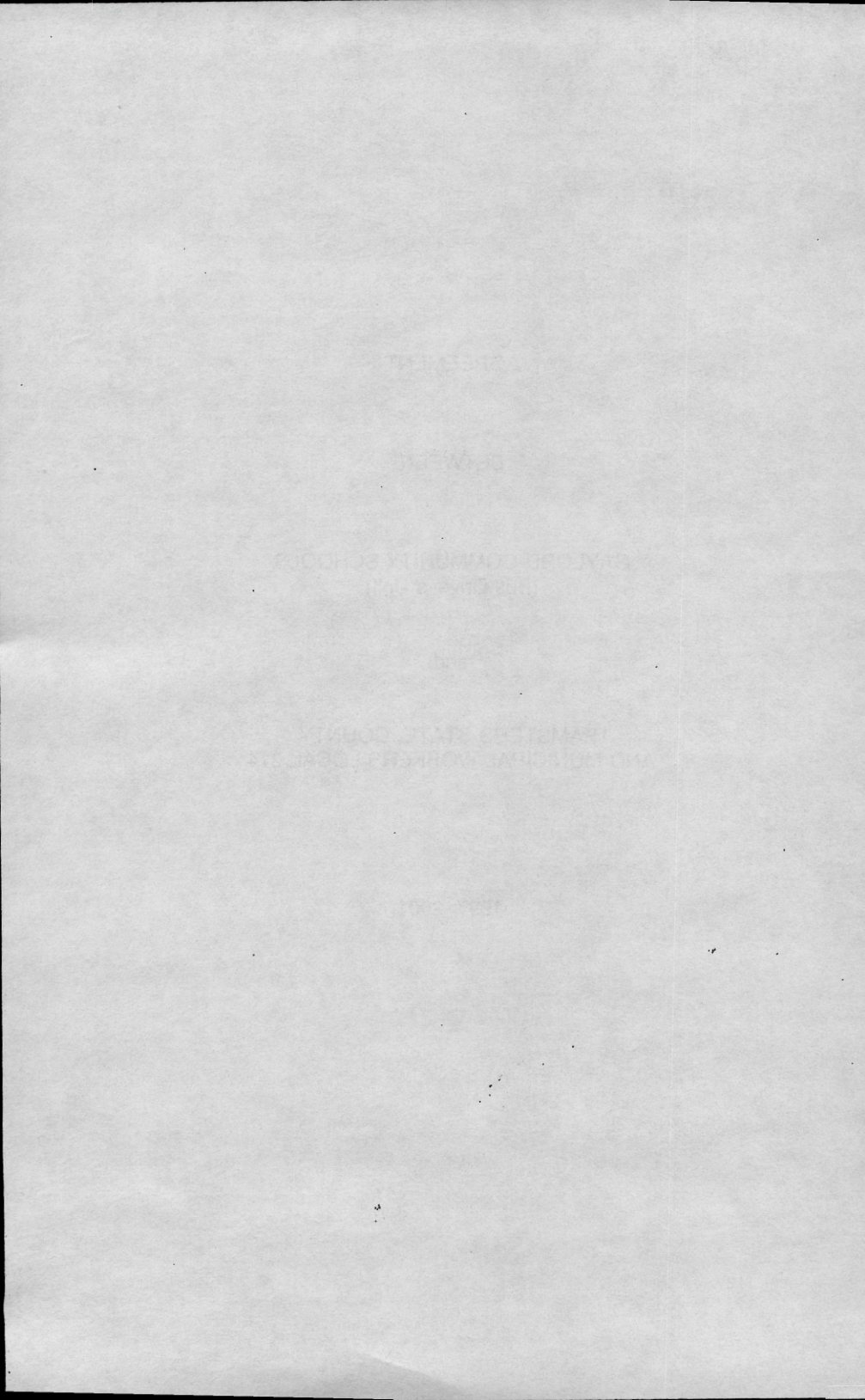


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ARTICLE I RECOGNITION

SECTION 1.1 COLLECTIVE BARGAINING UNIT

The employer hereby agrees to recognize Teamsters State, County, and Municipal Workers Local 214 as the exclusive bargaining representative, as defined in Act No. 379, State of Michigan, Public Acts of 1965, as amended, for all employees employed by the Employer in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time bus drivers including those on leave on a per diem, hourly or class rate basis and personnel assigned to newly created positions which are not principally supervisory and/or administrative in nature BUT EXCLUDING mechanics, substitutes, and the transportation supervisor.

SECTION 1.2 DEFINITIONS

The terms "employee" and "employees" when used in the Agreement shall refer to and include only those regular full-time employees and regular part-time employees who are employed by the Employer in the collective bargaining unit set forth in Section 1.1. For purposes of this Agreement the following definitions are applicable:

1. **FULL TIME:** An employee who is employed at least thirty (30) hours per week.
2. **PART TIME:** An employee who is employed less than thirty (30) hours per week.
3. **PROBATIONARY:** An employee who is employed to fill a full or part-time position for a trial period of sixty (60) working days.
4. **SUBSTITUTE:** An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent or on approved leave. It is expressly understood and agreed that a substitute shall in no case fill any vacancy for a period in excess of the probationary period as above defined.

ARTICLE II EMPLOYER'S RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished or modified herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement.

ARTICLE III EMPLOYEE RIGHTS AND PROTECTION

Nothing contained within this Agreement shall be construed to deny or restrict to any employee, rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided in writing elsewhere.

Pursuant to the Michigan Public Employment Relations Act, the employer hereby agrees every employee shall have the right freely to organize, join and support the union for the purpose of engaging in collective bargaining or negotiations. The Employer agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the act or other laws of Michigan or the constitutions of Michigan and the United State of America; and that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activities of the union, of collective negotiations with the employer, his/her institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

ARTICLE IV UNION'S RIGHTS

SECTION 4.1 SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the chief Steward and the designated representative of the employer upon request of either party. Such meetings shall be between at least two (2) representatives of the union and two (2) representatives of the employer.

SECTION 4.2 BULLETIN BOARDS

The union shall be provided with bulletin boards or sections thereof for the purpose of posting union materials. The union shall also have the right to use the school mails to distribute union material.

SECTION 4.3 UNION ACCESS

Duly authorized representatives of the state and national levels of the union shall be permitted to transact official union business on school property provided this shall not interfere with no interrupt normal school operations.

SECTION 4.4 AGENCY SHOP

As a condition of continued employment all employees included in the Collective Bargaining unit set forth herein, thirty-one (31) days after the start of employment with the employer shall either become members of the union and pay to the union the dues and initiation fees uniformly required of all union members, or pay to the union a legally permissible service fee.

SECTION 4.5 UNION MEMBERSHIP

Membership in the union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop their membership in the union as they see fit. The union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit without regard to whether the employee is a member of the union.

SECTION 4.6 CHECKOFF

During the life of this Agreement, the employer agrees to deduct union membership dues and initiation fees or a legally permissible service fee from each employee's pay, provided the employee has filed with the employer a proper checkoff authorization form as supplied by the union.

Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer in accordance with the constitution and by-laws of the union. Each employee hereby authorizes the union and the employer, without recourse, to rely upon and to honor certitudes, furnished by the Secretary-Treasurer of the local union, regarding the amounts to be deducted and the legality of the deducting such union dues, service fees, and/or initiation fees. The employer agrees to provide this checkoff service without charge to the employees or the union.

Upon receiving a properly executed checkoff authorization form, the employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The employer shall return all checkoff authorization forms to the union that have not been properly signed by the employee.

Should an employee, for any reason, fail to sign a dues or service fee checkoff authorization form, the union may, at its sole discretion, request that all dues or service fees owed under the Agreement be deducted by the employer pursuant to MCLA 408.77, MSA 17.2277(7), and other applicable law and without a properly signed authorization.

SECTION 4.7 DEDUCTION OF DUES

Deduction of dues, initiation and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted in writing to the Personnel Office by the union. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the local union not later than the fifteenth day of each month.

In cases where a deduction is made which duplicates a payment already made to the union by an employee, or where a deduction does not conform with the union's constitution or by-laws, refunds owed to employees shall be made by the union.

The union shall notify the employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts.

SECTION 4.8 HOLD HARMLESS

The union agrees to indemnify and save the District, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the district or its agents in complying with this Article.

ARTICLE V REPRESENTATION

SECTION 5.1 RECOGNITION OF STEWARDS

The employer agrees to recognize one (1) chief Steward, (1) one job steward, and (1) one alternate steward whose duties shall be limited to the administration of this Agreement including the investigation and processing of grievances. Not more than one (1) Steward shall be involved in each situation.

SECTION 5.2 SUPER-SENIORITY

For purposes of layoff and recall only, the Chief Steward shall have super-seniority provided the chief Steward has the ability to perform the work.

SECTION 5.3 NOTICE OF REPRESENTATIVES

The union shall furnish the employer with the name of its authorized representative and any changes that may occur from time to time.

SECTION 5.4 HOLD HARMLESS

The union agrees to indemnify and save the district, including individual school board members and their agents, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability which may arise out of or by reason of action taken by the District or its agents in complying with this Article.

ARTICLE VI BARGAINING UNIT WORK

The duties of any bargaining unit member or the responsibilities of any position in the bargaining unit shall not be altered, increased or transferred to persons not covered by this Agreement.

The employer agrees supervisors or non-unit personnel shall not be used to displace employees regularly employed in the bargaining unit except in emergencies when union employees are not available or have refused to do the work as assigned. For purposes of this provision an emergency shall be defined as a circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

The employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the employer will not subcontract work unless the skills and equipment needed to perform the work specified are unavailable in the school system or the schedule for such work cannot be met with the equipment or skills available for such work.

Provided however, class trips to Greenfield Village are not subject to the provisions of this Article if the employer does not provide funding for the trip, and/or school owned buses and/or vehicles are not used to transport students, teachers, chaperons or others on this class trip.

The parties acknowledge that Public Act 12 of 1994 supersedes any contract language regarding subcontracting issues.

ARTICLE VII DISCIPLINARY PROCEDURE

SECTION 7.1 JUST CAUSE

No non-probationary employee shall be disciplined without just cause. The Board agrees to follow a general policy of progressive discipline. Disciplinary action shall be defined as any reprimand, suspension without pay or discharge. The Board reserves the right to not follow progressive discipline for behavior requiring immediate suspension without pay or discharge.

Discipline of probationary employees is not subject to the grievance procedure.

SECTION 7.2 DISCIPLINE

1. The bus supervisor may suspend a driver after two (2) written warnings for up to two (2) weeks. After three (3) written warnings a driver may be dismissed.
2. Any driver receiving a moving violation resulting from an accident while driving a school vehicle may be suspended without pay until conviction or otherwise settled.
3. Any driver who has three (3) chargeable accidents in any one (1) year – July 1 through June 30 – may be dismissed. A chargeable accident is one in which the driver is at fault.
4. Such suspension or dismissals shall be reported to the superintendent.
5. Any driver whose CDL is suspended will be terminated.
6. Any bus driver accumulating seven (7) points will be terminated.

SECTION 7.3

At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his steward. At the request of the steward or employee, the supervisor will meet with the steward and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.

SECTION 7.4 DISCIPLINARY RECORD

An employee who maintains an offense-free record for a period of four (4) years shall have all related prior offenses removed from his record for purposes of subsequent disciplinary action.

SECTION 7.5 REPRESENTATION

An employee shall be entitled to have present a representative of the union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made no action shall be taken with respect to the employee until such representative of the union is present or for twenty-four (24) hours after the union has been notified, whichever is earlier. Should disciplinary action likely occur at a given meeting the employee shall be advised immediately of said possibility and be advised by the employer of the right to representation under this provision of the Agreement.

SECTION 7.6 PERSONNEL RECORD

No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. All recommendations - written or oral - shall be based solely on the contents of the employee's personnel file. Other examination of any employee's files shall be limited to qualified supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed and the reason for such review.

SECTION 7.7 PERFORMANCE EVALUATIONS

Before a bargaining unit member is rated unsatisfactory in his/her performance the supervisor shall meet with the individual at least one (1) month prior to such a rating being submitted in order to put the bargaining unit member on notice that his/her job performance is not satisfactory and to discuss means of improvement. Written summaries of such conference shall be prepared by both the bargaining unit member and the supervisor. Copies of the summaries shall be exchanged and placed in the member's personnel file.

If the efforts of the bargaining unit member and the supervisor fail to raise the individual's job performance to a satisfactory level an Unsatisfactory Rating Form shall be filed in the superintendent's office.

A bargaining unit shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory rating and/or disciplinary action is contemplated and shall be entitled to have an union representative present.

ARTICLE VIII GRIEVANCE PROCEDURE

SECTION 8.1 GRIEVANCES

A claim or complaint by a bargaining unit member or group of bargaining unit members or the union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any established practice, which is of two (2) or more years duration may be processed as a grievance as hereinafter provided.

STEP 1. In the event that a unit member or the union believe a grievable incident has occurred, the member or the union shall request a meeting with the supervisor involved within five (5) working days of the occurrence of such grievable incident or the grievant's knowledge of the occurrence. The supervisor will schedule a meeting on the grievance within five (5) working days of such request. The supervisor or designee shall answer the complaint or grievance within two (2) working days following the meeting. If the grievant is unsatisfied with the answer or the supervisor fails or refuses to provided such meeting within five (5) days of the request, the claim or complaint may be formalized in writing as provided hereunder.

STEP 2. A formalized grievance shall be submitted, in writing, within ten (10) days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the union and the immediate supervisor. The immediate supervisor shall, within five (5) days of the receipt of the grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the union.

STEP 3. If the union is not satisfied with the disposition of the grievance at Step 2 or if no disposition has been made within five (5) days of receipt of the written grievance, the grievance shall be transmitted to the superintendent within five (5) days of the receipt of the Step 2 answer. Within seven (7) days after the grievance has been so submitted, the superintendent shall meet with the union on the grievance. The superintendent, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the union and the grievant(s).

If the union is not satisfied with the disposition of the grievance at Step 3 or if no disposition has been made within the period above provided the union may, within sixty (60) days, submit the grievance to arbitration.

SECTION 8.2 MISCELLANEOUS CONDITIONS

1. The term "days" when used in this Article shall mean work days. Time limits may be extended by mutual written agreement.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement, or written extensions thereof, shall be arbitrated absent mutual agreement between the parties.
3. Grievances filed as union grievances may, at the option of the union, be initiated at Step 2 of the grievance procedure.
4. If any bargaining unit member for whom a grievance is sustained shall found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.
5. For the purpose of assisting a bargaining unit member or the union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the employer shall permit a union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the employer which pertain to an affected bargaining unit member or any issue in the proceedings in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

ARTICLE IX ARBITRATION

SECTION 9.1 SELECTION OF AN ARBITRATOR

The Union and the Employer shall, by mutual agreement, select one (1) arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, the arbitrator shall be selected from a panel of arbitrators from the State of Michigan whose names shall be obtained through FMCS. If either party so requests, a second list of arbitrators may be obtained from FMCS. If the parties are still not satisfied with the list provided by FMCS, a third list, if allowed by FMCS, may be requested. Each party shall then alternately strike a name with the remaining name to serve as the arbitrator. The parties will alternate the initiation of the striking process with each successive grievance.

SECTION 9.2 ARBITRATOR'S FEES

Full fees and expenses of the arbitrator shall be paid by the losing party, unless both parties agree to arbitration, in which case the fees and expenses shall be shared. However, if either party cancels the arbitration, that party shall be responsible for the cancellation fees as charged by the arbitrator. The grievant, or a representative of the grievants, and the steward shall be allowed to attend the arbitration without loss of pay. In the case of a class action grievance the steward shall be recognized as the grievant. Each party shall compensate its own witnesses.

SECTION 9.3 POWER OF THE ARBITRATOR

The Arbitrator shall have no power or authority to:

- rule on any issue previously barred from the scope of the grievance procedure;

- add to, subtract from or otherwise modify the express terms and conditions of this agreement;

- award compensatory or punitive damages;

- issue a back pay award for any amount in excess of lost hourly pay rates nor for a period to exceed twenty (20) days prior to the date the grievance was filed;

- establish work schedules; or

- rule on the contents of an evaluation.

Interpret law or issue a ruling on a subject where the grievant is seeking relief under a procedure prescribed under law. (e.g. Wage and Hour, E.E.O., M.E.R.C., etc.)

SECTION 9.4 DECISION OF THE ARBITRATOR

It shall be the obligation of the Arbitrator to make an effort to provide the parties with a decision within twenty-one (21) days following the receipt of post hearing briefs, except in discharge cases which shall be within fourteen (14) days following the receipt of post hearing briefs.

There shall be no appeal from the Arbitrators decision and it shall be binding on the Employer, the Union and the grievant(s) but subject to the right of the board or the union to judicial review.

ARTICLE X SENIORITY

SECTION 10.1 SENIORITY DEFINITION

Seniority shall be defined as length of continuous service in the employ of the Board commencing with the date of last hire in this bargaining unit.

SECTION 10.2 PROBATIONARY EMPLOYEES

All new employees shall be considered probationary until they have worked for the Board for sixty (60) working days. During this probationary period employees will have no seniority status. At the end of the probationary period the employee will be entered on the seniority list as of his/her last date of hire in the unit. During the probationary period the employee may be disciplined up to and including discharge by the Board for any reason except for involvement with the union. Such discipline shall not be subject to the grievance procedure.

SECTION 10.3 LOSS OF SENIORITY

Seniority shall be lost under the following conditions:

1. If the employee quits or is discharged and such discharge is not reversed through the grievance procedure or arbitration.
2. Absence from work for three (3) consecutive working days without notification.
3. Failure to return to work within five (5) days of receiving a recall notice following a layoff.
4. Failure to return to work at the expiration of a leave of absence.
5. Retirement
6. Transfer from the bargaining unit.
7. Falsification in connection with obtaining a leave of absence.

SECTION 10.4 SENIORITY LIST

The employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in the bus garage lounge of the district by the fourth Friday Count date. Revisions and updates shall be prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions will be furnished to the union steward.

ARTICLE XI
REDUCTIONS IN PERSONNEL, LAYOFF AND RECALL

SECTION 11.1 LAYOFF DEFINED

Layoff shall be defined as a planned reduction in the work force beyond normal attrition.

SECTION 11.2 NOTICE OF LAYOFF

No employees shall be laid-off with less than thirty (30) days notice except in an emergency.

SECTION 11.3 LAYOFF PROCEDURE

In the event of a reduction in work force the employer shall first lay off probationary employees; then the employee with the least seniority shall be laid-off first. It is understood this order of layoff carries inherent requirements of meeting qualifications. In no case shall a new employee be employed by the employer while there are laid-off employees who are qualified for a vacant or newly created position.

SECTION 11.4 BUMPING

Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff shall have the right to assume a position for which they are qualified which is held by the least senior employee.

SECTION 11.5 SUBSTITUTE DRIVING IN LIEU OF LAYOFF

A laid-off employee shall, upon application and at her/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health and life insurance benefits by paying the regular monthly per-subscriber, group rate premium for such benefits to the employer as approved by the insurance company and the current law.

SECTION 11.6 RECALL FROM LAYOFF

Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.

SECTION 11.7 NOTICE OF RECALL

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given at least five (5) calendar days from receipt of notice excluding Saturday and Sunday to report to work. The employer may fill the position on a temporary basis until the recalled employee can report for work provided the employee reports within five (5) day period. Employees recalled to work for which they are qualified, based on the department they were laid-off from, are obligated to take said work. An employee who declines recall to perform work in the department from which he/she was laid-off and for which he/she is qualified, shall forfeit his/her seniority rights.

ARTICLE XII VACANCIES, TRANSFERS AND PROMOTIONS

SECTION 12.1 VACANCY DEFINED

A vacancy shall be defined as a newly created position or a current position that is not filled. If the employer chooses not to fill the vacancy they shall notify the union within ten (10) days from the time the position becomes vacant.

SECTION 12.2 POSTING

The Board agrees to post, on employee bulletin boards maintained for such purposes, all vacancies and long term job openings covered by this Agreement for a period of five (5) working days prior to a permanent filling of these vacancies. The Chief Steward will receive a copy of all job openings covered by this Agreement and will be responsible for notifying laid-off, out-of-department employees.

SECTION 12.3 FILLING OF VACANCIES

During the five (5) day posting period as stated above any bargaining unit employee may apply for any vacancy. Any applicant who is qualified for the posted position shall be considered for the position. In the event the qualifications are relatively equal, among two or more applicants, the employee who has the most seniority shall be awarded the position or assignment.

SECTION 12.4 RESTRICTED BIDDING

Administration may restrict employees from bidding during the school year for a route that is less than fifteen (15) minutes per day longer than the employee's current route. This restriction would be in order to prevent costly break-in periods and the disruption of successive bidding and vacancies. Employees denied a job opening under this provision may re-bid the job prior to the beginning of the next school year.

SECTION 12.5 INVOLUNTARY TRANSFERS

The parties agree involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be effected only for cause.

SECTION 12.6 DRIVING ROUTES

All bus driving routes, including the regular morning pick up and night take home, shuttles, kindergarten, etc., will be posted and bid according to seniority. The bidding meeting will be announced in advance and a driver must be present to bid unless he/she has made arrangements with the supervisor.

The Employer shall post regular routes for bid once per year. Such bid shall be as follows:

- a. During the first week in August of each year the Employer shall post for bid all regular routes.
- b. The notice of bid for such routes shall include the detail of the route, expected time to complete the route, and a notation of any changes in the route(s) since the end of the preceding school year.
- c. Drivers shall select routes in order of seniority with the most senior employee selecting first.
- d. The balance of the school year drivers shall be paid for all time worked but not less not less than 3.5 hours plus .5 hour clean up. Management has right to adjust hours after fall student count day to meet the 3.5 hour minimum.
- e. For the 1997-98 school year any low seniority driver who cannot bid a route due to implementation of double runs, employee will be considered a full time employee classified as a permanent sub (until a route opens) and paid at his/her current hourly rate. If daily schedules revert back to single runs, prior double run language is voided.
- f. Should the established route time be reduced due to changes in the number and/or location of students, after the route has been bid, the driver shall be paid for all time worked but not less than the amount of time posted for the route, noted in b) above, when the driver bid on the route. Provided however, the Employer reserves the right to add additional driving work to the route in order to restore the time lost due to such changes.
- g. Should the established route time, except for special needs routes, be increased by greater than one-half (1/2) hour due to changes in the number and/or location of students, after a route has been bid, such modified route shall be subject to the normal bid process.

SECTION 12.6, PART G (CONTINUED)

- g. It is agreed that adjustments to established bus routes may occur after the annual start of each school year.

Such adjustments as necessary will be made before the official fall count date established by the Department of Education.

Any adjustments of more than fifteen (15) minutes to a route (cumulatively in time frame/paragraph), will be considered a posted as adjusted route and bid accordingly to the collective bargaining agreement.

A route is defined, loosely, as a regular run, A.M. or P.M., in which students are transported for school related functions.

SECTION 12.7 EXTRA TRIPS AND SHUTTLES

An extra trip board will be posted according to seniority and rotated. Trips will be posted in order by date of departure. A voluntary weekly bidding meeting will be held every Tuesday beginning at 9 a.m. for the purpose of bidding trips. Employees who attend the bidding meetings will be compensated fifteen (15) minutes per meeting attended. Provided however, if the bid meeting exceeds fifteen (15) minutes due to the inclusion of other business presented by the employer, employees shall be compensated for all time spent at such meeting. Employees who wish to bid on trips but are unable to attend the bidding meeting may make arrangements for bidding by notifying the supervisor in writing prior to the start of the bidding meeting.

Trips will be bid by seniority in rotation starting with the first day for which trips are posted. When more than one trip is posted for a day, the bidding driver will have his/her choice of trips posted for that day only. In the event a driver passes his/her turn or is absent, and does not notify the supervisor in the manner noted above, his/her name will be rotated to the bottom of the list. Trips received or called in after the completion of the bidding meeting will be posted and offered, starting with the next eligible driver that is up for a trip on the seniority list.

Drivers not accepting such a late call-in will not lose his/her position in rotation for regular trip bidding. Trips turned back in after being awarded by bid will go to the next eligible driver in rotation. Acceptance of turned back trips or late calls will be considered as a normal trip bid and counted as such on the list rotation.

Preference shall be given to bus drivers with sixty (60) work days or more of satisfactory bus driver experience with the district in the bargaining unit in the assignment of extra trips. Qualified substitute drivers with less than sixty (60) work days may be assigned when all regular drivers including those with less than sixty (60) work days experience have had an opportunity to take an extra trip.

Any extra trip which would put a driver over forty-eight (48) hours for that week would go to the next driver if that driver was not the first in line for the trip (i.e. the driver first in line passes thereby making the next driver eligible). The intent is to keep a driver from intentionally passing so as to give another driver overtime. The driver bypassed due to this provision would remain in place of rotation on the list and be eligible for the next trip which would not put him/her over forty-eight (48) hours for the week.

- a. Drivers will be required to perform pre-trip inspections, clean the bus, and fuel the bus. Drivers will receive thirty (30) minutes compensation in addition to time paid from time of departure to return to the garage or school for performing the above duties.

- b. Shuttles will be treated the same as trips except that two-way shuttles will be a one (1) hour minimum at the applicable rate. One-way shuttles will be paid at the applicable rate and for the actual time worked. If available, the driver will be able to combine a one-way shuttle with another shuttle in that same day. When on a shuttle run, the driver will be expected to stay at the event or return and stay at the bus garage until it is time to complete the run.
- c. Once trips/shuttles have been bid and assigned, there will be no exchanging of trips/shuttles.
- d. If a trip/shuttle is cancelled, the driver assigned to the cancelled trip/shuttle must take the next posted unassigned trip/shuttle, including late postings beyond forty-eight (48) hours, or pass.
- e. If an assigned driver shows up at the pick up point for a trip/shuttle without having been notified that the trip/shuttle was cancelled, that driver will be paid for the time missed on the regular run or one (1) hour, whichever is greater, for a cancelled shuttle. A driver who receives pay for show-up time for a cancelled trip/shuttle will still be eligible for the next posted trip/shuttle and shall continue in seniority rotation.

**ARTICLE XIII
LEAVE OF ABSENCE**

SECTION 13. FAMILY AND MEDICAL LEAVE ACT:

1. Leaves of absence of up to twelve (12) weeks without pay shall be granted to any eligible unit member for any of the following purposes:
 - a. the birth or placement for adoption or foster care of a child;
 - b. the serious health condition of a family member;
 - c. the employee's own serious health condition;
 - d. the care of a child under age 18.
2. Seniority shall continue to accrue during the leave up to 12 weeks.
3. The employee may elect to use paid sick leave and personal leave and/or vacation leave, or any combination thereof, for all or part of the duration of the leave.
4. The employer shall continue all health insurance benefits up to twelve (12) weeks during a family leave.
5. A family leave may be taken on an intermittent or reduced schedule basis at the employee's option.
6. A pregnant unit member may commence the family leave before or after the birth of her child, at her option. The family leave is available to the unit member at the termination of her disability benefits, at the option of the bargaining unit member. The unit member may terminate the leave anytime after the birth of the child or in the event of the death of the child.
7. Upon return from family leave, the unit member shall be placed in the same position held immediately before the leave began. If the position no longer exists, employees shall be returned to equivalent positions for which they are qualified.
8. A request for up to an additional year of leave can be made at the conclusion of the leave.
9. If unpaid leaves of absence are approved and the total of these days is greater than five percent (5%) of the individual's work year, the bonus/longevity shall be decreased five percent (5%) for each day above the five percent (5%).
10. Request for unpaid leaves will be in writing and made thirty (30) days in advance except for emergency.

SECTION 13.2 PAID SICK LEAVE

Ten (10) days sick leave is earned for school term employees and credited at the rate of one (1) day per month worked with an accumulated maximum of one hundred forty (140) days. Previously accumulated sick leave shall be credited at the beginning of each school year for all employees. Employees who terminate for reasons other than health and without having worked the scheduled term will have one (1) earned day of sick leave per month of employment for the months actually worked. The sick leave will be coordinated with the Disability Income Insurance Plan. By September 10 of each year, each driver will receive a statement showing the total amount of his/her unused sick days.

Beginning in the 1997-98 contract year, all members having 20 or more sick days will fall under a grand-fathered clause (Section 15.2). All of their accumulated sick days will remain in their severance bank. Grand-fathered sick days may be used for sick leave purposes but may not be replaced.

Employees hired before June 30, 1997, who have up to 20 accumulated days will have a one-time option (August 26, 1997) to place days in a sick bank.

Employees who have chosen to bank 0-20 days may accumulate no more than 30 days. Days accumulated above 30 days will be paid out yearly at \$25 per day.

Employees hired after June 30, 1997, may accumulate no more than 30 days. days accumulated above 30 days will be paid out yearly at \$25 per day.

SECTION 13.3 EXTENDED MEDICAL LEAVE

Any employee whose personal illness extends beyond the period compensable under this Article shall be granted a leave of absence without pay for reasons of health up to one (1) year subject to extension by the employer. The leave request shall be in writing and supported by a doctor's statement.

SECTION 13.4 MICHIGAN WORKERS COMPENSATION LAW

Any employee who is absent because of an injury or disease compensable under Michigan Worker's compensation Law shall receive from the employer the difference between the allowance under the Worker's Compensation Law and their regular salary for the monetary value of his accumulated sick leave. Sick leave will be deducted for the monetary value provided.

SECTION 13.5 FUNERAL/BEREAVEMENT LEAVE

Five (5) days leave of absence with pay shall be granted for death in the immediate family to be taken at the time of the funeral. Use of the first two (2) days of funeral/berseavement will not be chargeable against sick leave for mother, father, brother, sister, spouse, child(ren) and parents of spouse, step-parents, step-children, in-laws or any dependent who lives in the immediate household or grandparents.

SECTION 13.6 DOCTOR'S STATEMENT

A doctor's statement may be required for sick leave pay when an employee has accumulated more than five (5) sick leave occurrences and subject to uniform application throughout the bargaining unit.

SECTION 13.7 PERSONAL LEAVE

Two (2) days leave of absence with pay shall be granted for personal leave. Approval is to be obtained through the administration and arrangements made a week in advance or sufficient time to obtain a substitute in case of emergency. Not more than two (2) employees may be on personal leave on the same day unless arrangements are approved by the superintendent or designee. These numbers shall be waived on November 15 when school is closed. At the end of each school year, unused personal days will be rolled over to sick days. (Sick days language will be in effect for these unused days.)

SECTION 13.8 JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for that duty and his/her regular pay provided proof of service and pay is submitted.

ARTICLE XIV HOLIDAYS AND VACATIONS

SECTION 14.1 HOLIDAY ELIGIBILITY

Employees covered under this agreement shall receive pay for holidays listed below, provided:

- a. On the date of the holiday, the employee has been on the payroll for at least thirty (30) working days.
- b. The employee will be paid only for the holidays listed below which fall during his/her regular work year.
- c. The employee has worked scheduled hours the entire day on the last day scheduled for his classification prior to the holiday and the first day scheduled for his classification after the holiday, unless such failure was excused by the administration due to accident, sickness or other similar cause.

SECTION 14.2 HOLIDAY CELEBRATION

The following shall be paid holidays:

- a. Labor Day, Thanksgiving Day and the Day after Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day and Good Friday.
- b. When November 15 falls on Monday through Friday and school is not in session, employees will receive the day as a paid holiday.
- c. When the legal holiday occurs on a Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on a Sunday, the following Monday will be observed.

SECTION 14.3 AMOUNT OF VACATION LEAVE

Employees are entitled to a paid vacation each year based on length of service and employment on July 1 of each year. The schedule of vacation benefits is as follows:

36-45 week employees:

1 year of experience but less than 4 years	4 days
4 years of experience but less than 7 years	6 days
7 years of experience or more	8 days

Prorated one year benefits will be paid to employees who have less than one (1) full year employment on July 1.

SECTION 14.4 VACATION ELIGIBILITY

To be eligible for full vacation pay, an employee must have been paid for seventy-seven percent (77%) of their scheduled time during the past year. Eligible employees who fail to meet this requirement shall receive a prorated vacation benefit based on the number of hours paid.

Employees who terminate because of illness or with a minimum of ten (10) calendar days notice, will be entitled to prorated vacation benefits.

SECTION 14.5 VACATION SCHEDULING

The vacation schedule will be established by approximately April 1 each year, approved by the employee and the department supervisor. Vacations will normally be schedule in five (5) day periods. Shorter durations may be approved by the immediate supervisor. In case of a conflict on employee requests for vacation scheduling, employees will be given preference in order of seniority provided this does not interfere with normal operations.

SECTION 14.6 VACATION PAY

Vacation pay shall consist of a continuation of the prescribed salary for the period of vacation. Vacation pay for thirty-six (36) to forty-five (45) week employees will be paid prior to July 1 after the year in which it was earned.

**ARTICLE XV
RETIREMENT**

SECTION 15.1 RETIREMENT

Employees shall be covered by the Michigan Public School Employees Retirement System (MPERS) as required by law.

SECTION 15.2 SEVERANCE

Employees who retire under the Michigan School Retirement Act will be paid ten dollars (\$10.00) per day for each unused sick leave day. (Grand-fathered 7/1/97)

ARTICLE XVI INSURANCE

SECTION 16.1 LIFE INSURANCE

Each employee will receive employer -- paid Group Term Life Insurance Ten Thousand Dollars (\$10,000). The terms of this Agreement will be consistent with the provisions of the Group Life Insurance Policy.

SECTION 16.2 DISABILITY

Disability Income Insurance will provide for all employees covered by this Agreement. The plan will be thirty (30) calendar days waiting period, twenty-four (24) months benefit period, replacement of sixty percent (60%) of income. All provisions of this Agreement must be consistent with provisions of the Disability Income Insurance policy. An employee cannot draw both sick leave and Group Term Disability benefits at the same time.

SECTION 16.3 HOSPITALIZATION INSURANCE

For employees working less than one thousand three hundred (1,300) hours per year:

- a. The Board will provide the following amount toward the equivalent of MESSA Super Med I with the Care Rider:

Service	Amount Paid Toward Premium
1 year	\$ 840.00
2 years	\$1,150.00
3 years	\$1,275.00
4 years	\$1,425.00
5 years	\$1,575.00

- b. The above rates to be prorated over 10 months. All time worked, including extra trips, shuttles, summer runs, etc., will count toward meeting the hours requirement for health insurance.

At the end of the school year, June 30, the hours will be tallied from the previous twelve months. If these hours then total 1,300 or more, the driver will be reimbursed by July 15, the amount he/she paid for health insurance that year; or if taking the annuity option, then the driver's annuity account will have the appropriate amount of money added to it so as to equal one-half of the cost of health insurance.

For employees working one thousand three hundred (1,300) hours or more:

- a. The employer will provide the equivalent of MESSA Super Med II with the Care Rider, full family.

SECTION 16.4 DENTAL INSURANCE

Employees working over 1,300 hours who have hospitalization will receive SET (plan equivalent to teachers); fully paid by the Board.

Employees working over 1,300 hours who have a TSA will receive \$200 per year toward full family dental insurance.

SECTION 16.5 INSURANCE DURING UNPAID LEAVES

When on unpaid leave of absence for thirty (30) days or more the employee shall pay the monthly hospitalization premium for the duration of the unpaid leave.

SECTION 16.6 TAX SHELTERED ANNUITY/DEFERRED COMPENSATION

Employees who do not elect to take hospitalization will qualify for a tax sheltered annuity and/or deferred compensation up to fifty percent (50%) of the eligible amount for hospitalization. The amount will not be less than received in 1985-86.

Employees shall be allowed to switch from hospitalization to tax deferred annuity and/or deferred compensation at any time, provided the employee gives the district advance written notice of at least twenty (20) calendar days.

SECTION 16.7 GENERAL PROVISIONS

- a. The district reserves the right to select or change insurance administrators and/or underwriters during the term of this Agreement without prior bargaining with the Union. Provided however, the Board will provide the union written notice of its intent to change administrators and/or underwriters at least forty-five (45) days prior to the date the change is to be effective. The determination to change insurance administrators and/or underwriters is not subject to the grievance procedure provided substantially equivalent coverage is maintained in the conversion.
- b. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such claims disputes are, therefore, not subject to the grievance procedure.
- c. Eligible employees as set forth herein are responsible for the completion of all forms as required by the insurance administrators or underwriters.
- d. The District's sole responsibility under this Article is to pay insurance premiums, subject to the above, on behalf of eligible employees and their eligible dependents.

**ARTICLE XVII
HEALTH EXAMINATION**

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties.

No bus driver shall be considered a permanent employee until a satisfactory report of physical examination has been furnished to the employer by an employer approved physician. The employer shall pay the full cost of all physical examinations which an employee is required by law to submit to.

The employer shall have the right, with proper cause, to require that an employee submit to a physical or psychiatric examination at the request of the superintendent as a condition of continued employment, to determine the employee's continued medical fitness for his or her job. The cost of any such examinations shall be paid by the employer and the employee shall not suffer lost time as a result of such requirement.

Bus driving applicants who are accepted for employment, and complete ninety (90) days of employment, will have the expense of their physical examination reimbursed, provided they have been to a Board approved physician.

**ARTICLE XVIII
HOURS OF WORK**

SECTION 18.1 OVERTIME

Payment for more than forty (40) hours per week will be at one and one-half (1 1/2) times the hourly rate for all hours beyond forty (40) hours.

SECTION 18.2 IN-SERVICE

All employees shall have one paid in-service day which shall be held on a day when teacher have a scheduled in-service day. The content of the in-service shall be planned by a committee of employer and union representatives.

ARTICLE XIX
JOB DUTIES AND RESPONSIBILITIES OF BUS DRIVERS

SECTION 19.1 SPECIFIC DUTIES

Each driver shall be expected to:

1. To maintain order and discipline on the part of every pupil passenger.
2. To assign seats as the school principal or supervisor of transportation may direct. If authority is delegated to the bus driver it is his/her duty to seat pupils so as to produce least confusion in loading and unloading pupils.
3. To permit a child to leave a bus only at a regular stop except upon written request of parents or direction of the school authority.
4. To supervise the activities of children leaving the bus and crossing the highway.
5. To prevent children from hitching on bus when skating, riding bicycles, etc.
6. To observe that all children are in their seats before bus has started.

SECTION 19.2 TRAFFIC CAUTION

Each driver is expected to:

1. To be considerate of other motorists and reduce speed or otherwise afford the opportunity for other vehicles to pass so that a long line of vehicles will not accumulate at the rear of the bus.
2. To drive the bus fifty (50) feet back of preceding bus when leaving school ground.
3. To observe the provisions of the school bus stop law and other provisions of the Michigan Vehicle Code.

SECTION 19.3 ACCIDENT REPORTS

If a driver is involved in an accident he or she is expected to prepare an accident report as soon as possible following an accident involving the bus or school bus passenger.

SECTION 19.4 SCHEDULES

Each driver is expected to be familiar with the posted route schedule(s) assigned to the bus, provide the supervisor with any changes or amendments thereto, and to observe the posted schedule except when to do so would involve unnecessary hazards.

SECTION 19.5 OPERATION

When operating a bus each driver is expected to:

1. To operate the signal lights when stopping the bus to load and unload passengers except within city limits unless local ordinances direct use of signals. This should be observed regardless of whether or not pupils are to cross the highway when leaving the bus.
2. To make sure all children are off the bus before filling the fuel tank.
3. To operate the bus always with the clutch engaged except when coming to a stop and stop the motor and set the brakes before leaving the bus.
4. To place the gear shift in neutral when bus has been brought to a stop to load or unload pupils.
5. To bring the bus to a stop at a safe distance from the track when approaching a railroad crossing regardless of whether bus contains passengers. The driver shall not proceed across the tracks until he/she has looked carefully in each direction and has opened the door and listened for the sound of an approaching train and assured him/herself it is safe to proceed.
6. To always drive at a safe speed.
7. To avoid unnecessary backing of buses on school grounds. If it is necessary to back a bus the driver shall use a spotter and proper signals.

SECTION 19.6 RECORDS, REPAIRS AND ACCOUNTING

Each driver is expected to:

1. To prepare reports and keep all records required and assist school officials in mapping bus routes on county maps and planning schedules.
2. To report immediately to the bus supervisor, the misconduct of any pupil while on the bus or under his/her immediate supervision.

3. To report complaints requiring attention of school authorities.
4. To report any accident in which the bus or pupil passengers are involved. Such reports are to be made on special forms which shall at all times be carried in the bus.
5. To report any hazard arising which would offer an actual or potential threat to the safety of children in his/her care.
6. To report cause for failure to maintain the school bus time schedule.
7. Drivers have primary responsibility for the safe condition of their bus. All mechanical problems of which a driver should reasonably have knowledge should be reported in writing to the bus supervisor.

**ARTICLE XX
NO STRIKE CLAUSE**

SECTION 20.1 NO STRIKE COVENANT

The union agrees during the term of the Agreement it will not encourage, condone or participate in any strike, slowdown, complete or partial refusal to perform any work or any other type of concerted work stoppage. It is agreed such activity is specifically prohibited during the term of this Agreement. It is agreed participation by an employee in such prohibited activity is cause for discipline including dismissal for just cause.

In the event such prohibited activity occurs, the school district will notify the union of such and the union agrees it will take immediate action to end such prohibited activity.

SECTION 20.2 NO LOCK-OUT COVENANT

The employer agrees to not lock out employees during the life of the Agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the union and/or certain of its members in violation of Section 20.1

ARTICLE XXI MISCELLANEOUS

SECTION 21.1 LATE ARRIVAL

Drivers will notify transportation supervisor if arrival time is such that the bus is arriving more than fifteen (15) minutes or less than five (5) minutes before school is scheduled to commence.

SECTION 21.2 USE OF SCHOOL CREDIT CARD

A school credit card will be given to the driver upon request for trips in excess of one hundred fifty (150) miles. Incidental expenses such as bridge tolls will be paid in advance upon request of the driver.

SECTION 21.3 PAY FOR EXTRA TRIPS

Drivers will receive their regular hourly pay for extra trips. It is understood that drivers are to be available at all times, and shall be provided appropriate food breaks (Notification of school personnel when driver leaves location is required).

Substitute pay shall be deducted from the driver's pay which shall not be greater than Step 1 of the driver's wage schedule (per hour of the time worked by the substitute). On overnight trips drivers will be paid for driving time and scheduled waiting time with a maximum of twelve (12) hours and a minimum of eight (8) hours per twenty-four (24) day.

Drivers taking an extra trip during the day which prevents them from making all or part of their regular run will be paid their regular hourly rate plus their hourly rate for this portion of their regular run (s) they are unable to drive.

SECTION 21.4 CLEANING OF BUSES

Buses will be swept out by the drivers upon return from extra trips. Any defects that are noticed shall be reported to the bus supervisor in writing.

SECTION 21.5 SHUTTLE BUS DRIVER PAY

Effective upon ratification by the parties shuttle drivers shall receive \$9.98 per hour for 1997-98, \$10.28 for 1998-99, \$10.59 for 1999-2000, and ? for 2000-01.

SECTION 21.6 PAY FOR TRAINING SCHOOLS

Effective upon ratification of the parties regular drivers will be paid per hour, \$8.13 for 1997-98, \$8.37 for 1998-99, \$8.62 for 1999-2000, and ? for 2000-01.

SECTION 21.7 PAY FOR EMERGENCY PICK-UPS

Effective upon ratification of the parties any driver required to pick up children and drive from a breakdown between 5 p.m. and 7:15 a.m. will receive a minimum of \$30.00 or \$9.98 per hour -- whichever is the greater.

SECTION 21.8 EXTRA TRIPS - 15 MILES

Extra trips within a 15 mile radius of the bus garage will be treated and paid a shuttle. (Athletic trips excluded.)

SECTION 21.9 COMPUTATION OF DAILY HOURLY TIME

Drivers' daily hourly time shall consist of:

1. That time it takes from the time the driver leaves the bus garage until he/she returns to the garage in order to complete the scheduled route(s).
2. Drivers will be paid thirty (30) minutes per day to inspect and clean the interior of their buses and notify the mechanics of any mechanical safety problems. Drivers shall clean the exterior of their buses at least once per week.

SECTION 21.10 SPLIT RUNS OR COMPUTERIZATION

The district agrees that no driver hired on or before (9/1/95) will be laid off due to split runs or computerized busing.

In the event of substantial changes in working conditions - example: computerization, split sessions, school day, scheduling changes, or government mandated changes, etc., the wage rate and hourly rate will be subject to negotiation.

SECTION 21.11 REPORT-IN TIME

A driver will only need to report for actual driving and safety check time, regardless of the amount of hours he/she is being paid.

SECTION 21.12 CONTINUING EDUCATION

The enrollment fee for any employee desiring to enrol in an adult level course offered through the continuing education services of the Gaylord Community Schools to enhance the skills of his/her job, shall be paid by the employer for up to two (2) classes per year. Approval must be received from the superintendent of his/her designee.

SECTION 21.13 SCHOOL CLOSING

1. In the event all schools are closed by the superintendent or his/her designee, due to an Act of God, no employees will report for duty.
2. Each employee will be paid the same as his/her normal work day (special trips, extra work, overtime hours, etc. will not be considered in the "normal work day").
3. In the event any or all of the Act of God days are to be made up, as determined by the superintendent, the employee(s) who received pay for the day(s) when schools were closed and did not work will not be paid for the make up days.
4. If a make up day is scheduled for a Saturday, Sunday or holiday the overtime pay (Section 18.2) and holiday pay (Section 14.1) will be applied.

SECTION 21.14 TRAINING

All training shall be provided by the employer at no cost to the employee for all training that employee must complete to meet the requirements of law. The employee shall receive the rate prescribed in Section 21.6 for all time spent in such training and/or to take any necessary tests. Upon the employee furnishing a receipt, the employer shall reimburse the employee the cost of any license fee.

ARTICLE XXII EVALUATION

SECTION 22.1 PURPOSE

To establish an official formal written record of the employee's job performance during a specific period of time. This record will provide information for the employee and administration concerning the employee's job performance with the employer.

SECTION 22.2 DEFINITION OF TERMS

1. An Observation is an event in gathering of data to be used in formulating the Evaluation. This may include oral complaints, statements from witnesses and/or written anecdotal reports of activities in which the employee performed.
2. The Evaluation is the formal written record of the employee's job performance which shall be signed by the immediate supervisor and employee. The Evaluation will be placed in the employee's personnel file.
3. The Evaluator is the employee's immediate supervisor and is responsible for conducting the evaluation procedure.

SECTION 22.3 PROCEDURE

1. Each employee shall be given written notice of the name of his/her immediate supervisor upon hire and at any time it changes.
2. Observations for obtaining data to establish the Evaluation is an on-going process. The Evaluation of job performance will be finalized once per year and completed on or before May 15.
3. Whenever the employee is observed and the job performance is not satisfactory the evaluator will bring this fact to the employee's attention within five (5) work days from becoming knowledgeable of the situation. This notification may be oral or in writing dependent upon the severity of the situation. The written report to the employee shall include all data used to prepare the report including names of witnesses and their statements.
4. When the evaluator informs the employee, in writing, of an unsatisfactory job performance the report shall include a plan improvement. The written plan shall include:
 - a. Identifying the skill, knowledge or action which requires improvement.
 - b. An appropriate specific recommendation for improvement.
 - c. A reasonable time line for active improvement, additional observations and written feedback statement from the employee.

- d. The immediate supervisor or designee will provide reasonable assistance in implementing a., b., and c.
 - e. The employee shall comply with the plan to the best of his/her ability and shall submit a written feedback statement to the evaluator on a mutually agreed upon date. This statement shall include events, date, time, location and other specific information which the employee did to complete his/her portions of the plan.
- 5. The formal Evaluation conference will be held on or before May 15 at which time the formal evaluation documents (including the attached form) will be presented to the employee. The form must be signed at this conference by both the evaluator and employee. The employee's signature is only to indicate awareness and is not to be used to indicate agreement. In the event the evaluator is recommending that the employee be terminated from employment with the employer, it shall be stated at this conference and written on the form.
 - 6. If the employee does not agree with the evaluation he/she must submit a letter of dissent to the evaluator within ten (10) working days of the evaluation conference.
 - 7. The absence of an evaluation for a given year will mean that the employee has performed satisfactorily during that year.

SECTION 22.4 DISCIPLINARY ACTION

The procedure stated above does not disallow the superintendent or designee to discipline at any time during the year subject to due process and just cause.

ARTICLE XXIII
SCHOOL IMPROVEMENT PLAN

- A. The Board and the union are aware that the law makes it advisable to adopt a "school improvement plan or process" and/or a "site-based decision making plan" or other such similar plans.
- B. The Board shall notify the union if the employer is considering formulating or modifying such a plan or process.
- C. Upon notification by the board to the union that such a school improvement plan/process (SIP) is to be used or modified, the employer agrees to the following provisions:
 - 1. The union shall name at least one member to each district level committee.
 - 2. The union shall receive copies of all minutes and approve actions of each SIP committee.
 - 3. participation in any SIP is strictly voluntary.
 - 4. Non-participation in a SIP shall not be used in employee evaluations.
 - 5. SIP committees shall not discuss:
 - a. Wages
 - b. Fringe Benefits
 - c. Individual Employee Performance/Evaluation
 - d. Contract Grievances
 - e. Individual Employee Discipline
 - 6. The SIP committee shall not change any part of this Agreement without mutual written approval of the Board of Education and the union.

ARTICLE XXIV SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void and the parties shall enter into negotiations with respect to the impact of such change(s). All other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relationship of the parties hereunder.

ARTICLE XXV
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall expire on August 26, 2001. This Agreement may only be extended by written agreement of the parties and it is expressly understood, that unless otherwise extended by written agreement of the parties, it shall expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to an anniversary date.

TEAMSTERS STATE, COUNTY AND BOARD OF EDUCATION OF
MUNICIPAL WORKERS LOCAL 214 GAYLORD COMMUNITY SCHOOLS

B. E. Butch Carmien
Butch E. Carmien
Negotiator

Christopher W. Collins
Christopher W. Collins
President

Sue Jenkins
Sue Jenkins
Steward

Edith Sims
Edith Sims
Vice President

Linda Smith
Linda Smith
Steward

Marilyn W. Crawford
Marilyn W. Crawford
Secretary

Dated: 9-25-97

Dated: Sept. 22, 1997

APPENDIX A

GAYLORD COMMUNITY SCHOOLS
EVALUATION FORM
NON-TEACHING PERSONNEL

NAME _____ DATE _____

BUILDING _____ POSITION _____

RELATED COMMENTS

KNOWLEDGE OF WORK

K W

- ___ 1. Requires considerable assistance
- ___ 2. Acceptable knowledge
- ___ 3. Well informed
- ___ 4. Extremely well informed on all phases of work
- ___ 5. Not observed

QUANTITY OF WORK

Q W

- ___ 1. Does just enough to get by
- ___ 2. Turns out fair amount
- ___ 3. Does more than average amount
- ___ 4. Consistently does an unusually large amount
- ___ 5. Not observed

QUALITY OF WORK - OCCURRENCE/SAFETY

Q S A/S

- ___ 1. Often unacceptable, frequent errors
- ___ 2. Makes occasional errors
- ___ 3. Makes few errors, careful and neat
- ___ 4. Seldom makes mistakes
- ___ 5. Not observed

EFFECTIVENESS WITH STUDENTS

E S

- ___ 1. Allows disruptive behavior
- ___ 2. Generates complaints from parents
- ___ 3. Maintains appropriate control
- ___ 4. Promotes positive behaviors
- ___ 5. Not observed

EFFECT ON FELLOW WORKERS

E F W

- ___ 1. Sometimes causes dissention
- ___ 2. No effect on fellow workers
- ___ 3. Promotes cooperation and good will
- ___ 4. Outstanding for loyalty and cooperation
- ___ 5. Not observed

COOPERATION WITH ADMINISTRATION

C A

- ☐ 1. Very little cooperation
- ☐ 2. Acceptable
- ☐ 3. Very willing to work with administration
- ☐ 4. Unusually cooperative
- ☐ 5. Not observed

CONCLUSIONS - (OVERALL)

C

- ☐ 1. Unsatisfactory
- ☐ 2. Employee not performing in a satisfactory manner, will be given specific written directions for improvement
- ☐ 3. Performing in satisfactory manner
- ☐ 4. Above average

ADDITIONAL COMMENTS: _____

Evaluator's Signature _____ Date _____

Position _____

Employee's Signature _____ Date _____

At request of the Board, Appendix "A" may be reopened for negotiations.

APPENDIX B
SALARY AND LONGEVITY SCHEDULE

A. Salary Schedule (Effective August 26, 1997)

Step	1997-98	1998-99	1999-2000	2000-01
1	\$12.83	\$13.21	\$13.60	
2	13.58	13.99	14.41	
3	14.29	14.72	15.16	
4	15.18	15.64	16.11	
Shuttle	9.98	10.28	10.59	
Training Pay	8.13	8.37	8.62	

The salary schedule to be effective August 26, 1997 was increased by 3%.

Drivers who volunteer to drive as a sub-driver in an emergency will be paid their regular hourly rate.

An employee employed on a regularly scheduled basis after March 15 shall remain on the first step the following year.

B. LONGEVITY SCHEDULE

Bus drivers will each receive a longevity payment, and the sick day bonus of \$25.00 for unused days, as per pay schedule below, payable in a lump sum the last payday in June for each full year of employment as a bus driver in the Gaylord Community Schools.

6th year	\$150
7-10 years	\$250
11+ years	\$375

C. STEP INCREASE

An employee employed on a regularly scheduled basis after March 15 shall remain on the first step the following year.

D. QUALIFICATION FOR LONGEVITY

In order for a driver to qualify for their longevity, he/she must have started on by October 1 and completed the first year.

- E.** In the event of substantial changes in working conditions - example: computerization, split sessions, school day, scheduling changes, or mandated changed, etc., the wage rate and hourly rate will be subject to negotiation.

LETTER OF UNDERSTANDING
between
TEAMSTERS LOCAL 214
and
GAYLORD COMMUNITY SCHOOLS

The parties do hereby agree that the wage increment for the final year of this Agreement (2000-01) shall be based on the same percentage negotiated between the teachers and the School District.

Teamsters State, County, and
Municipal Workers Local 214

A. E. Carmien

A. E. Carmien
Business Representative

Sue Jenkins

Sue Jenkins
Steward

Linda Smith

Linda Smith
Steward

Dated: 11-4-97

Board of Education of
Gaylord Community Schools

Christopher W. Collins

Christopher W. Collins
President

Edith F. Sims

Edith Sims
Vice-President

Marilyn W. Crawford

Marilyn W. Crawford
Secretary

Dated: 10/28/97

