

Agreement Between

**GAYLORD COMMUNITY SCHOOLS
Bus Drivers**

and

**TEAMSTERS
State, County and Municipal Workers
Local 214**

Effective 2003 – 2007

TABLE OF CONTENTS

| | | |
|------------|--|----|
| Article 1 | Recognition..... | 4 |
| Article 2 | Employer Rights | 4 |
| Article 3 | Employee Rights and Protection..... | 5 |
| Article 4 | Union’s Rights | 5 |
| Article 5 | Representation..... | 7 |
| Article 6 | Bargaining Unit Work..... | 8 |
| Article 7 | Disciplinary Procedure..... | 9 |
| Article 8 | Grievance Procedure | 11 |
| Article 9 | Arbitration..... | 12 |
| Article 10 | Seniority..... | 13 |
| Article 11 | Reductions in Personnel, Layoff and Recall..... | 14 |
| Article 12 | Vacancies, Transfers, and Promotions..... | 15 |
| Article 13 | Leave of Absence..... | 19 |
| Article 14 | Holidays | 21 |
| Article 15 | Retirement..... | 22 |
| Article 16 | Insurance | 23 |
| Article 17 | Health Examination | 25 |
| Article 18 | Hours of Work | 25 |
| Article 19 | Job Duties and Responsibility of Bus Drivers | 26 |
| Article 20 | No Strike Clause | 26 |
| Article 21 | Miscellaneous | 27 |

| | | |
|------------|--|----|
| Article 22 | Evaluation..... | 29 |
| Article 23 | School Improvement Plan | 30 |
| Article 24 | Severability..... | 31 |
| Article 25 | Duration of Agreement | 32 |
| Appendix A | Evaluation Form..... | 33 |
| Appendix B | Salary and Service Credit Schedule | 35 |
| Appendix C | Public Act 112 of 1994..... | 37 |

ARTICLE 1 **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. RELIEF DRIVER: 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 relief driver shall in no case fill any vacancy for a period in excess of the probationary period as above defined.

ARTICLE 2 **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 3 **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 States 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, or 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 4 **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 or 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 – Check-Off

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 check-off 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 check-off service without charge to the employees or the Union.

Upon receiving a properly executed check-off authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable, from that employee's pay. The Employer shall

return all check-off 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 check-off 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 08.77, MSA 17.22277(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 that the employee has sufficient net earnings to cover 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 to 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 amounts 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 5 **REPRESENTATION**

Section 5.1 – Recognition of Stewards

The Employer agrees to recognize one (1) Chief Steward, (1) Job Steward, and (1) 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 lay off and recall only, the Active Chief Steward shall be over the seniority list, provided they have 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 – Union Representative Elections

There will be re-election of the three Union Representative positions: Chief Steward, Steward, and Alternate Steward, every other year.

ARTICLE 6 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 sued 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, chaperones or others on this class trip.

The parties acknowledge that Public Act 112 of 1994 supersedes any contract language regarding subcontracting issues. (APPENDIX C has excerpts from this statute pertaining to this clause.)

ARTICLE 7
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 Transportation Supervisor may suspend a driver after two (2) similar job related, written warnings for up to two (2) weeks. After three (3) similar written warnings, a driver may be dismissed.
2. Any driver receiving a moving citation resulting from an accident while driving a school vehicle may be suspended for up to ten (10) working days with or without pay until conviction or otherwise settled. If the driver is not convicted and the matter is settled, that driver will be returned to work and receive half of rate pay for time suspended.
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 and is ticketed.
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.
7. Any bus driver receiving an alcohol or drug related citation and is convicted will follow the State's mandated sanctions.

Section 7.3 – Meeting with Steward/Supervisor

At the request of an employee, the employee will be permitted to discuss his/her discipline or discharge with his/her 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 three (3) 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 a representative of the Union present during any meeting which leads to, 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 will meet with the unit member and his/her Union representative at the request of the Union member 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 members 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 a Union representative present.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 8.1 – Grievances

A claim or complaint by a bargaining unit member, or group of bargaining unit members, or the Union, stating that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any established practice which is 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 believes that a grievable incident has occurred, the member or the Union shall request a meeting with the supervisor involved within five (5) 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) days of such request. The supervisor or designee shall answer the complaint or grievance within two (2) days following the meeting. If the grievant is unsatisfied with the answer or the supervisor fails or refuses to provide 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 workdays. 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 extension 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 be 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.
6. All time limits will be strictly adhered to unless mutually agreed upon by both parties.

ARTICLE 9 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 equally. 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 grievant, 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:

1. Rule on any issue previously barred from the scope of the grievance procedure.
2. Add to, subtract from, or otherwise modify the express terms and conditions of this Agreement.
3. Award compensatory or punitive damages.
4. 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.
5. Establish wage schedules.
6. Rule on the contents of an evaluation.
7. 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.C., 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 arbitrator’s 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 10 SENIORITY

Section 10.1 – Seniority Definition

Seniority shall be defined as a 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 notifying the Director of Transportation or designee.
3. Failure to return to work within five (5) working 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 written request for a leave of absence in accordance with ARTICLE 13.

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 on the bulletin board in the Transportation Lounge by the fourth Friday count date. Any revisions and updates will be prepared and posted as they occur. A copy of these changes will be given to the Union Steward.

ARTICLE 11

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 the 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 that 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 a reduction in the 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 his/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

It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. Any notices of recall shall be sent by certified or registered mail to the address provided by the employee. The recall notice shall state the time and date on which the employee is to report back to work. An 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 the 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 12 **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 by a member of the bargaining unit. A vacant position goes to the most qualified person from the relief driver list.

Section 12.2 – Posting

As soon as there is a vacancy, the Employer agrees to post on the Transportation Lounge bulletin board and on all bulletin boards maintained for such purpose, a dated copy of 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 dated copy of all job openings covered by this Agreement and will be responsible for notifying laid-off employees of the vacancy.

Section 12.3 – Filling of Vacancies

During the five (5) day posting period, only substitutes may apply for the vacancy and will be hired through the interviewing process. A vacant position goes to the most qualified person from the relief driver list.

Section 12.4 – Restricted Bidding

Administration may restrict employees from bidding during the school year for a route that is less than thirty (30) 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 bid meeting will be announced in advance, and a driver must be present to bid unless he/she has made arrangements with the supervisor or designee.

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

- a. During the third 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 details 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 than 3.5 hours, plus .5 hour clean up. Management has right to adjust hours after fall student count up to the three and one-half (3.5) hour minimum.
- e. 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.
- f. It is agreed that adjustments to established bus routes may occur any time up to the annual start of each school year. Additional bus routes may occur based on student enrollment. A route consists of a regular a.m. run and p.m. run in which students are transported to and from school.

Section 12.7 – Extra Trips and Shuttles

Extra trips and shuttles are considered extra work and are not mandatory. Your bid to accept a trip/shuttle is voluntary. Such extra work should be available to all members. Extra work should be dispersed by bid process among the members evenly, equally and fairly.

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 bid meeting will be held every Tuesday beginning at 8:30 a.m. for the purpose of bidding trips. Employees who attend the bid meetings will be compensated fifteen (15) minutes per meeting attended, at the in-service training wage, 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 or supervisor designee in writing prior to the start of the bid meeting. If you are absent from work on the day of the bid meeting, you are ineligible to bid a trip.

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).

The Relief Driver's 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 and shall be paid for all stand-by time worked until released.

Trips will be bid by seniority in rotation starting with the first day for which trips are posted. When more than one (1) 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 (40) 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 (40) hours for the week.

- a. Drivers will be required to perform pre-trip inspections, clean 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 paid a one (1) hour minimum at the applicable rate. Shuttles will be bid daily. 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. No overlapping shuttles.
- 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 can wait until the next bid meeting or take a late trip. A cancelled driver has top seniority. If a shuttle is cancelled, the driver may either pass or take the next available shuttle (excluding late shuttles).

- 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 13
LEAVE OF ABSENCE

Section 13.1 – Family and Medical Leave Act
(This is posted in the lounge.)

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 twelve (12) weeks.
3. The employee may elect to use paid sick leave and personal leave or any combination thereof, for all or part of the duration of the leave.
4. The employee 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 members 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 twenty (20) or more sick days will fall under a grandfathered clause (Section 15.2). All of their accumulated sick days will remain in their severance bank. Grandfathered sick days may be used for sick leave purposes, but may not be replaced.

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

Employees who have banked zero to twenty (0-20) days may accumulate no more than thirty (30) days. Days accumulated above thirty (30) days will be paid out yearly at fifty dollars (\$50.00) per day.

Employees may bank no more than thirty (30) sick days. Days accumulated above thirty (30) days will be paid out yearly at fifty dollars (\$50.00) per day in a lump sum the last payday in June of the current school year.

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 Workers’ Compensation law shall receive from the Employer the difference between the allowance under the Workers’ 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/bereavement 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 when an employee is absent three consecutive work days or when an employee has used more than five (5) sick leave days during the school year.

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 Transportation Director 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. To insure student consistency, no one will get Personal Days the first and last week of school. These numbers shall be waived on November 15 when school is closed. Request for Personal Days can be turned down due to lack of relief driver and workload. At the end of each school year, unused personal days will be paid out at fifty dollars (\$50.00) per each unused day.

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 14 **HOLIDAYS**

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/her classification prior to the holiday and the first day scheduled for his/her classification after the holiday,. Unless such failure was excused by the administration 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.

ARTICLE 15 **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

Any employees who retire under the Michigan School Retirement Act will be paid twenty dollars (\$20.00) per day for each unused sick leave day.

ARTICLE 16
INSURANCE

Section 16.1 – Life Insurance

Each employee will receive Employer-paid Group Term Life Insurance in the amount of fifty thousand dollars (\$50,000.00). 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 be provided 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 seventy percent (70%) of income up to five thousand dollars (\$5,000.00) maximum benefit. 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 Employer will provide the following amount toward the equivalent of MESSA Super Care I:

| <u>Service</u> | <u>Amount Paid Toward Premium</u> |
|----------------|-----------------------------------|
| 1 Year | \$ 890.00 |
| 2 Years | \$ 1,200.00 |
| 3 Years | \$ 1,325.00 |
| 4 Years | \$ 1,475.00 |
| 5 Years | \$ 1,625.00 |

- b. The above rates to be prorated over ten (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 (12) months. If these hours then total one thousand three hundred (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 cash option, the driver will be given the appropriate amount of money so as to equal one-half (1/2) of the eligible amount driver is entitled to.

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

- a. The Employer will provide the equivalent of MESSA Super Care I, full family.

Section 16.4 – Dental and Vision Insurance

Employees working over one thousand three hundred (1,300) hours , who have hospitalization, will receive the SET Dental Plan; fully paid by the Employer.

Employees working over one thousand three hundred (1,300) hours, who receive cash in lieu of health insurance, will receive two hundred dollars (\$200.00) per year toward full family dental insurance. The employer will provide VSP2 vision coverage.

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 – Cash In Lieu of Health Insurance

Employees who do not elect to take hospitalization may choose to take cash in lieu of health coverage for up to fifty percent (50%) of the eligible amount.

Employees shall be allowed to switch from hospitalization to the cash in lieu of health insurance during the open enrollment period only.

To set up an annuity, the employee must check with the Employee Benefits office.

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 other 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 17
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 initial/annual 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/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 an Employer-approved physician.

ARTICLE 18
HOURS OF WORK

Section 18.1 – Overtime

Payment for more than forty (40) hours per week will be at one and one-half (1 ½) times the hourly rate for all hours beyond forty (40) hours.

Section 18.2 – In-Service

All employees shall have one (1) paid in-service day (at the current in-service rate), which shall be held on a day when teachers have a scheduled in-service day. The content of the in-service shall be planned by a committee of Employer and Union representatives.

ARTICLE 19
JOB DUTIES AND RESPONSIBILITIES OF BUS DRIVERS

Section 19.1 – Records, Repairs and Accounting

Each driver is expected to:

1. Prepare reports and keep all records required and assist school officials in mapping bus routes on county maps and planning schedules.
2. Report immediately to the bus supervisor, the misconduct of any pupil while on the bus or under his/her immediate supervision.
3. Report complaints requiring attention of school authorities.
4. Report any accident in which the bus or pupil passengers are involved. Such reports are to be made on special forms, which shall be carried in the bus at all times.
5. Report any hazard arising which would offer any actual or potential threat to the safety of children in his/her care.
6. Report cause for failure to maintain the school bus time schedule.

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 20
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 Lockout 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 21 **MISCELLANEOUS**

Section 21.1 – Late Arrival

Drivers will notify the 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 – Cleaning of Daily Route Buses

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 every two (2) weeks.

Daily route buses will be swept out by the drivers upon return from their route. Any defects that are noticed shall be reported to the bus supervisor in writing.

The driver will be responsible for washing his/her bus every two weeks; fueling, and sweeping daily upon completion of their route. If the above are not done, the driver will be subject to disciplinary action.

Section 21.4 – Shuttle Bus Driver Pay

(Refer to APPENDIX B for hourly rates assigned to the job functions.)

Section 21.5 – Pay for Training Schools

Effective upon ratification by the membership, regular drivers will be paid the negotiated rate. Training pay will be for In-Services, Bid Meetings, and training relief drivers. (Refer to APPENDIX B.)

Section 21.6 – 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 thirty dollars (\$30.00) or nine dollars and ninety-eight cents (\$9.98) per hour, whichever is greater.

Section 21.7 – Extra Trips – 15 Miles

Extra trips within a fifteen (15) mile radius of the bus garage will be paid as a shuttle. St. Mary's athletic trips to GIS will be paid as a shuttle

Section 21.8 – Split Runs or Computerization

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 21.9. – 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. Driver will check in and out, a.m. and p.m., at the check in board.

Section 21.10 – Continuing Education

The enrollment fee for any employee desiring to enroll 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 or his/her designee.

Section 21.11 – 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 workday").
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 21.12 – 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 22 **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. (See APPENDIX A)

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 the 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 15th.

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) workdays 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 of improvement. The written plan shall include:
 - a. Identifying the skill, knowledge or action that 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.
5. The formal Evaluation conference will be held on or before May 15th, 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. If this does not occur, the evaluation stands as written and will be placed in the employee's personnel file.
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 23 **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 (1) 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 24 **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 25
DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the parties and shall expire on August 26, 2007. However, this Agreement may be reopened 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
MUNICIPAL WORKERS LOCAL 214**

**BOARD OF EDUCATION OF THE
GAYLORD COMMUNITY SCHOOLS**

A. E. Carmien, Business Representative

Linda Davis, President

Richard Sumerix, Chief Steward

Curt Brown, Vice-President

Wendy Crane, Steward

Ernest Grocock, Secretary

Clare Hutchins, Steward

Susan Jenkins, Transportation Supervisor

Date

Doug Francis, Associate Transportation
Supervisor

Carl Hilling, Superintendent

Date

APPENDIX A
Gaylord Community Schools
Transportation Department
Bus Driver Evaluation

Name _____

- Rating Key:**
1. Exceeds Expectations
 2. Meets Expectations
 3. Below Expectations

The following expectations will be used in Bus Driver Evaluations and are to be interpreted as examples and not to be all inclusive of driver expectations.

1. JOB PERFORMANCE

_____ **A. Pre-inspection of the bus** – Driver daily completes the pre-check inspection as required by the District using the transportation check forms and turns them in after the a.m. bus runs.

_____ **B. Driving procedure of the bus driver including** – Proper speed, turnarounds, consistent use of the seat belt, does not tailgate and does not use excessive warm up time, nor leaves the bus unattended while the engine is running/with passengers on board.

_____ **C. Student management** - Ability of the driver to control students including: noise level, keeping students seated, quiet at the railroad crossing and the general behavior of students.

_____ **D. Proper use of the warning lights** – Driver demonstrates knowledge of state laws, observes traffic before opening door and signals students to properly cross the road, use of turn signals, allows traffic to pass before pulling back in traffic.

_____ **E. Proper procedure at the railroad crossing** – Driver demonstrates the proper stopping distance between 15 and 50 feet from the crossing, bus is in the right lane, place the gear shift in neutral, open the door and window, shut off fans and looks and listens.

_____ **F. Loading and unloading of students** – Pull to the right of the road, use of right turn signal before stopping, place gear shift in neutral and set the parking brake, use of overhead flashers.

_____ **G. Observe speed** – Driver observes posted speed limits, drives according to road conditions and flow of traffic

_____ **H. Route time** – Consistently stays within the established route running time schedule. Meets the stated schedule of student pick up and delivery times..

_____ **I. Exhibits patience when driving** – Utilized defensive driving skills, courteous to other drivers.

_____ **J. Care of the buses** – Driver consistently cleans bus, general cleanliness observable, reporting of needed repairs, and proper emergency equipment.

_____ **K. Record keeping** – Route descriptions are kept and updated in a route notebook, mileage reports in on time, student lists updated, time cards punctual , and other reports timely and accurate.

II. PERSONAL CHARACTERISTICS

_____ **A. Ability to work with others** – Employee exhibits cooperation, self-control, tact, working relations that influence overall job effectiveness and moral.

_____ **B. Ability to meet responsibilities** – Exhibits productive work habits, follows proper pre and post trip cleaning of trip buses, reports done timely and accurately, obtains directions for the trip in advance.

_____ **C. Initiative** – Driver is self-motivated, completes assignments, willing to help other drivers and follow the dispatcher and supervisor’s instructions.

_____ **D. Neatness/appearance** – Appropriate in grooming and attire at all times.

_____ **E. Attendance and punctuality** – Employee does not take unnecessary time off from work and is generally on time.

The intent of this evaluation is to assist drivers who are not meeting the stated expectations and to give them a chance to make improvements.

Recommendations and/or comments:

I understand that my signature is not intended to indicate my agreement with the appraisal, but indicates that I have read the appraisal.

Evaluator: _____

Date: _____

Employee: _____

Date: _____

**APPENDIX B
SALARY AND SERVICE CREDIT SCHEDULE**

A. SALARY SCHEDULE (Effective August 27, 2003)

| Step | 2002/2003 | 2003/2004 | 2004/2005 | 2005/2006 | 2006/2007 |
|-------------------------|-----------|-----------|--|-----------|-----------|
| 1. | \$14.86 | \$15.13 | (Refer to the Letter of Understanding addended to this Agreement) | | |
| 2. | \$15.74 | \$16.02 | | | |
| 3. | \$16.57 | \$16.87 | | | |
| 4. | \$17.61 | \$17.93 | | | |
| Shuttle | \$11.57 | \$11.78 | | | |
| In Service/Training Pay | \$ 9.43 | \$ 9.60 | | | |

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. SERVICE CREDIT SCHEDULE

Driver service credit will be paid half in January and the final half in June for each year of the contract.

| | | | |
|--------|-----------|---------------------|------------|
| 4 SCD* | 1-4 Years | of Employee Service | plus \$150 |
| 6 SCD* | 5-7 Years | of Employee Service | plus \$250 |
| 8 SCD* | 8+ Years | of Employee Service | plus \$375 |

*SCD = Service Credit Days at guaranteed minimum of four hours.

Service Credit Formula is: Annual hourly rate X guaranteed time (a minimum of 4 hours) X Service Credit Days of individual member's service (capped at 8 years of service) = amount to be paid out annually (half in January and the final half in June).

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 SERVICE CREDIT

In order for a driver to qualify for their service credit, he/she must have started on by October 1st 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 changes, 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 years of this Agreement (2004 – 2007) shall be based on the same percentage negotiated between the teachers and the School District.

**Teamsters State, County and
Municipal Workers Local 214**

**Board of Education of the
Gaylord Community Schools**

A. E. Carmien, Business Representative

Linda Davis, President

Richard Sumerix, Chief Steward

Curt Brown, Vice-President

Wendy Crane, Steward

Ernest Grocock, Secretary

Clare Hutchins, Steward

Susan Jenkins, Transportation Supervisor

Date: _____

Doug Francis, Associate Transportation
Supervisor

Carl Hilling, Superintendent

Date: _____

APPENDIX C

**Excerpts of Act No. 112 Public Acts of 1994
Approved by the Governor May 2, 1994
Filed with the Secretary of State May 2, 1994
Enrolled House Bill No. 5128**

Section 15.

- (3). Collective bargaining between a public school employer and a bargaining representative of its employees shall not include any of the following subjects:
- (f) The decision of whether or not to contract with a third party for 1 or more non-instructional support services; or the procedures for obtaining the contract; or the identity of the third party; or the impact of the contract on individual employees or the bargaining unit.
 - (g) The use of volunteers in providing services at its schools.
- (4). The matters described in subsection (3) are prohibited subjects of bargaining between a public school employer and a bargaining representative of its employees, and, for purposes of this act, are within the sole authority of the public school employer to decide.

Gaylord Community Schools

An NCA Accredited School District

LETTER OF AGREEMENT

Between
Gaylord Community Schools
Board of Education
and
Gaylord Community Schools Bus Drivers
TEAMSTERS
State, County and Municipal Workers
Local 214

This Letter of Agreement is entered into between the Gaylord Community Schools Board of Education and Gaylord Community Schools Bus Drivers (Teamsters Local 214) on this 26th day of July 2007.

The parties do hereby mutually agree to extend all terms and conditions of the 2003-2007 negotiated agreement for one additional year, such that the compensation and benefits for 2006-2007 shall be applied to the 2007-2008 school year. Additionally, an on-schedule payment of one-half percent (.50%) and an off-schedule salary payment of one and a quarter percent (1.25%) will be made to Bus Employees; however, if the health insurance premium for MESSA Choices II insurance increases more than thirteen percent (13%) over the 2007-08 premium, this off-schedule payment will be reduced by one quarter of one percent (0.25%) for each one percent (1%) increase in the health insurance premium over thirteen percent (13%).

This agreement shall be effective August 27, 2007 and terminate August 26, 2008. This agreement may not be extended orally and it is expressly understood that it should expire on the date indicated. Negotiations may be reopened by mutual consent ninety (90) days prior to the anniversary date.

BUS EMPLOYEES

Aubrey E. Carnier
Teamsters 214 Business Representative

10-5-07

Date

Wami Effers
Union Steward

10-1-2007

Date

David Powell
Union Steward

10-1-07

Date

GAYLORD BOARD OF EDUCATION

Linda Davis
Board of Education President

9-10-07

Date

Chuck A. Westus
Superintendent

9-12-07

Date

Susan Jenkins
Director of Transportation

10-1-07

Date

MASTER AGREEMENT

BETWEEN

GAYLORD COMMUNITY SCHOOLS

AND

**THE GAYLORD SCHOOL
CAFETERIA EMPLOYEES**

2000-2003

TABLE OF CONTENTS

| | | |
|----------------------|--|----|
| ARTICLE I | Scope of the Unit..... | 3 |
| ARTICLE II | Procedure for Suggestions and Complaints | 4 |
| ARTICLE III | Seniority | 5 |
| ARTICLE IV | Leaves of Absence | 7 |
| ARTICLE V | Board Rights..... | 9 |
| ARTICLE VI | Health Examinations | 10 |
| ARTICLE VII | Hours of Work | 11 |
| ARTICLE VIII | Holidays | 12 |
| ARTICLE IX | Vacation | 13 |
| ARTICLE X | Hospitalization and Tax Sheltered Annuity..... | 14 |
| ARTICLE XI | Miscellaneous..... | 16 |
| SALARY SCHEDULE..... | | 18 |
| ARTICLE XII | No Strike Clause | 19 |
| ARTICLE XIII | Duration of Agreement | 20 |

ARTICLE I

Scope of the Unit

- Section 1** This Agreement shall include all cafeteria employees such as cooks, bakers, cafeteria workers, and other who are assigned specifically to work in the Hot Lunch Program.
- Section 2** Full-time employees will mean all employees who are regularly scheduled to work 27.5 or more hours per week.
- Section 3** Part-time employees will mean all employees who are regularly scheduled to work less than 27.5 hours per week.
- Section 4** Substitute employees will mean all employees who are not regularly scheduled to work at a given school at a given assignment.
- Section 5** Regularly scheduled employees shall qualify for all fringe benefits except as otherwise noted.

ARTICLE II

Procedures for Suggestions and Complaints

Section 1 Any employee may discuss a suggestion or complaint with his/her immediate supervisor at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

Section 2 If a complaint is not satisfactorily settled in this manner, or if an employee feels that a suggestion he/she made is not adequately credited, the employee is encouraged to reduce the matter to writing no later than the third working day following the discussion with his/her supervisor. A copy of this writing shall be given to supervisory representative(s) designated to receive same for the employee area involved and a copy to the representative designated by Gaylord's Employees' Association.

Section 3 If the matter is still pending for three (3) working days following receipt of this writing by the supervisor, the latter will arrange for a meeting with the employee and a representative designated by said Association, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the supervisor's receipt of the written communication.

The supervisor shall render his/her written disposition of the matter following the meeting. He/she shall give a copy of his/her disposition to the employee and the representative.

Section 4 If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the office of the Superintendent no later than the end of the third working day following the date of disposition specified in Section 3. Time is considered an important factor in this procedure.

After a full investigation of the matter and discussion of it with the representative of the Association and the employee involved, and in no event later than the end of the third working day following receipt of the appeal, the administration shall give its proposed disposition in writing.

Section 5 If the disposition given in Section 4 is not satisfactory, the matter may be appealed to the Board of Education for further review provided the employee acts within three (3) working days to pursue his/her rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, to be counseled by a member of his/her Association, and to present any employee witnesses necessary to a full presentation of his/her suggestion or complaint.

ARTICLE III

Seniority

Section 1 Seniority shall be defined as length of continuous service in the employ of the Board of Education, commencing with the date of last hire. All new employees shall be considered probationary until they have worked for the Board for ninety (90) calendar days. During this probationary period employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of first hire. Probationary employees may be terminated with just cause.

Section 2 In all promotions, as well as in all lay-offs and recalls, the seniority of employees shall be considered along with skill and ability of the employees concerned. In each case total seniority of employees shall govern, provided the skill and ability of employees are relatively equal. If it should become necessary to bypass the senior employee(s) making a promotion because of skills and training, reasons for this action shall be given to the senior employee(s).

Section 3 The Board agrees to post on employee bulletin boards maintained for such purposes all permanent job openings in positions covered by this Agreement for a period of five (5) working days prior to a permanent filling of these vacancies. Bids will be taken and the positions will be filled from employees and new job applicants in accordance with the guidelines of Section 2 of this Article III.

It is understood that the Administration may restrict lateral movement of employees under Sections 2 and 3 of this Article between buildings during the school year 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.

Posting may be done upon receiving an official two-week notice in writing that an employee is leaving that position. All applications for the position will be kept confidential.

Section 4 Employees who leave the bargaining unit to take a position of supervision with the Gaylord School may return to the bargaining unit with the same seniority they held prior to leaving the bargaining unit.

Section 5 Employee promoted under Section 2 and 3 hereof shall be granted a four (4) week trial period to determine (1) ability to perform on the job, and (2) his/her desire to remain on the job.

(continued)
Article III, Section 5

During the four (4) week trial period, the employee shall have the opportunity to revert to his/her former position. This means that all promotions and transfers as a result of this change would be temporary for the first four (4) weeks. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted in writing by the supervisor to the Superintendent with a copy to the employee. The employee may then be reassigned to his/her former classification. In a transfer, the employee will retain his/her seniority.

During the trial period, employee will receive the rate of the job he/she is performing.

Section 6 Seniority shall be lost and the employment relationship of a covered employee shall end under the following conditions:

- A. Quit or discharge for a just cause.
- B. Absence from work for three (3) consecutive working days without notification.
- C. Failure to return to work within three (3) working days of receiving a recall notice following a lay-off.
- D. Failure to return to work at the expiration of a leave of absence.
- E. Falsification in connection with obtaining a leave of absence.
- F. A continuous lay-off in excess of twelve (12) calendar months.
- G. Retirement

Section 7 A member granted a leave of absence to work in the vocational food service class may do so without losing their seniority. Seniority will not accumulate while out of the Unit. They will be given a position upon their return, provided there is an opening for which they are qualified.

No employee of the bargaining unit shall be laid-off in order to create a position for the employee on leave.

ARTICLE IV

Leave of Absence

Section 1 Unpaid Leaves – Leaves of absence without pay may be granted by the Board for good cause for a period up to thirty (30) days, during which the employee shall continue to accumulate seniority. These leaves may be renewed or extended by mutual agreement of the Board. (Unpaid leaves will not be granted to enable an employee to actively seek other employment or perform a trial period for other employment.) Employees on Unpaid Leave shall receive no pay or fringe benefits while on leave.

Section 2 Sickness – Leaves for sickness or injury of an employee will be granted upon receipt of notice by the Board and may be for indefinite duration not to exceed three (3) months. Employees will not be entitled to Board paid fringe benefits during this period of leave. Seniority shall not accumulate during such leaves.

Employees requesting such leaves, or continuation of same, will be required to present a supporting certificate from a physician. An employee returning from such a leave may be required to pass a physical examination given by a doctor approved by the Board.

Section 3 Funeral Leave – Three (3) days leave of absence with pay shall be granted for death in the immediate family to be taken at the time of the funeral. These days shall not be charged to current bonus days. The term "immediate family" in this case, is interpreted to mean spouse, child, parent, sister, brother, grandparent, parent of spouse, brother-in-law or sister-in-law, and grandchildren.

Section 4 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. Jury service **will not** be charged to sick leave or vacation time.

Section 5 Maternity Leave – A maternity leave of absence may be granted an employee upon request of the individual. Any leave of absence granted shall be for not less than six (6) weeks or more than one (1) year following the birth of the child. Return to work within six (6) weeks following the birth a child shall be subject to written approval of the doctor. In any case of stillbirth, interrupted pregnancy, or death of the child, the employee may ask for a leave of absence not to exceed three (3) months.

Section 6 Bonus Days

- A. Bonus days are credited at the start of the year and are earned at rate of .85 days per month worked. ($9.5 \times .85 = 8$ days) An employee that terminates prior to the end of the school year will have earned a pro-rated number of days.
- B. Bonus days may be used for employee illness. If an employee has incurred sick days which exceed the number of total bonus days for the year, they may be paid from their bank of accumulated sick days. An employee absent for five (5) or more occurrences shall submit a doctor's statement for all additional sick leave occurrences. Any employee who is absent because of injury or disease compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between the allowance under the Workers' Compensation Law and his/her regular salary for the monetary value of his/her accumulated sick leave.
- C. Approval is required for leave other than sickness. Bonus days may not be used for other than sickness for first or last day of school. If a bonus day is requested for the last scheduled workday before a holiday or scheduled break or the first scheduled workday after a holiday or scheduled break, permission must be granted by the Superintendent or his/her designee. Days granted would be determined by the availability of substitutes.
- D. Bonus days not used during the school year will be paid as vacation days the last pay period in June of each year.
- E. Employees that retire under the Michigan School Employees Retirement Act will be paid \$10.00 for each accumulated sick leave day.

ARTICLE V

Board Rights

The Board of Education, on its own behalf and behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its employees, properties and facilities.
- B. the exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement hereof are in conformance with the Constitution and laws of the United States.

ARTICLE VI

Health Examination

Employees shall possess and maintain sufficient good health, both physical and mental, to adequately perform their respective duties. An amount not to exceed \$50.00 will be paid by the Board toward a physical examination, when submitted for payment prior to October 1st. Additional fees, if any, will be paid for by the employees.

As a condition of continued employment every employee shall, upon request, submit to a physical or psychiatric examination at any time at Board expense at the request of the Superintendent, such examination to be paid for by the Board of Education.

ARTICLE VII

Hours of Work

- Section 1** The school year begins July 1, of any year, and ends the following June 30. The standard workday is eight (8) hours and the standard workweek is forty (40) hours per week. Employees who regularly work less than eight (8) hours per day will be paid regular time up to eight (8) hours; anything over eight (8) hours per day will be considered overtime and they will be entitled to compensation at time and one-half. When overtime becomes a necessity, permission must be obtained in advance from the designated supervisor. Attempts will be made to divide, as evenly as possible, overtime work by shift among all employees in a given classification.
- Section 2** Employees that work 6 ½ to 8 hours a day will be entitled to two 15-minute rest breaks. Employees working 3 to 6 hours will be entitled to one 15-minute rest break per shift. These shall be scheduled by the immediate supervisor.
- Section 3** Daily starting and ending times shall be established by your immediate supervisor.
- Section 4** Activities beyond the normal work day which are not directly related to the Hot Lunch or Breakfast Program will be on a voluntary basis and will not be considered a part of this Agreement.

ARTICLE VIII

Holidays

Section 1 Regularly scheduled cafeteria employees shall receive a regular day's pay for the holidays listed below, provided:

- A. On the date of the holiday, the employee has been on payroll for at least thirty (30) working days.
- B. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless such failure was excused by the administration due to approved bonus or vacation days, accident, sickness, emergency involving the employee or a member of his/her household, or the death of a family member as defined under funeral leave. Proof of such an occurrence may be required.

Section 2 The holidays covered by the Article are as follows:

| | |
|----------------------------|-----|
| Labor Day | 1 |
| Thanksgiving Day | 1 |
| Day After Thanksgiving | 1 |
| Christmas Day | 1 |
| New Year's Day | 1 |
| Good Friday | 1 |
| Memorial Day | 1 |
| First Day of Deer | |
| Season holiday only if | |
| It falls on a week day and | |
| School is not in session | (1) |

When the legal holiday occurs on Saturday, the holiday will be observed on the preceding Friday; or when the holiday falls on Sunday, the following Monday will be observed.

If employee is required to work on any of the holidays as listed above except the first day of deer season if school is held on that day, he/she will be paid a day of holiday pay plus his/her regular pay for the hours required to work.

ARTICLE IX

VACATION

Section 1 Regularly scheduled cafeteria employees are entitled to a paid vacation each year based upon length of service and employment as of July 1st of each year. The schedule of vacation benefits is as follows:

Years of Employment as

| <u>Of July 1st</u> | Vacation Days |
|-------------------------------|----------------------|
| 1 year but less than 7 yrs. | 5 days |
| 7 years and over | 10 days |

Section 2 Vacation pay shall consist of a continuation of the prescribed salary for the specified number of days.

Section 3 Employees with five (5) days vacation may receive 2.5 days at spring vacation if a written request is made to the payroll office thirty (30) days early. The balance will be paid prior to June 30 of the year in which the vacation was earned.

Employees with ten (10) days vacation may receive 5 days at spring vacation if a written request is made to the payroll office thirty (30) days early. The balance will be paid prior to June 30 of the year in which the vacation was earned.

Section 4 To be eligible for full vacation pay, an employee must have worked seventy-seven percent (77%) of the scheduled hours for the classification in the current school year. Eligible employees who fail to meet this requirement shall receive a pro-rated vacation benefit based on the number of days actually worked.

Section 5 Pro-rated first year vacation benefits will be paid to employees with less than one (1) full year of employment.

Section 6 A year is considered to be a minimum of seven (7) full calendar months of continuous employment as a regularly scheduled employee.

Section 7 Vacation time may be used at any time during the year with prior approval of the director of food service and the availability of a sub.

ARTICLE X

Hospitalization and Tax Sheltered Annuity

Section 1 All regularly scheduled employees shall receive \$10,000 employer paid group term life insurance coverage, and benefits shall be consistent with the terms of the Group Life Insurance Policy.

Section 2 The Board will provide an income protection policy consistent with the terms of the group policy income protection plan as follows:

- A. 30 consecutive calendar day elimination
- B. 24 months benefit payments
- C. 60% of income

No person shall be allowed to collect both sick leave and disability income at the same time.

After thirty (30) consecutive calendar days, the employee will be compensated by the Group Disability Income plan only.

Section 3

- A. Employees working one thousand three hundred (1,300) hours or more, the Board will provide full family health insurance.
- B. Employees scheduled to work twenty-five (25) or more hours a week but less than 1,300 hours a year shall receive the single subscriber Group Hospitalization.
- C. Employees scheduled to work fifteen (15) or more hours a week but less than 25 hours a week shall receive \$1,440 per year toward a Board approved Group Hospitalization Plan.
- D. In no case shall an employee be entitled to receive more than one-hundred percent (100%) of the premium for their appropriate coverage.
- E. Dental Insurance:
 - 1. Employees working over 1,300 hours who have hospitalization will receive SET (plan equivalent to teachers). The Board will provide fully paid full family dental.
 - 2. Employees working over 1,300 hours who have a TSA will receive the single subscriber rate or \$200 per year toward full family dental insurance.

(continued)
Article X

Section 4 Tax Sheltered Annuity Employees who do not elect to take hospitalization insurance will qualify for a tax sheltered annuity up to fifty percent (50%) of the eligible amount for hospitalization.

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

ARTICLE XI

Miscellaneous

- Section 1** Head Cooks, Bakers, and Full-time Central Kitchen helpers working a minimum of five (5) hours per day will be entitled to a \$165 bonus for the year, with the last paycheck in June. The bonus shall be pro-rated if an employee terminates with two (2) weeks notice.
- Section 2** In the case of an absence, any employee filling the higher position shall receive the high rate of pay according to their experience level.
- Section 3** An employee who is transferred will receive the same experience step on the salary schedule.
- Section 4** In the event that school is closed due to an Act of God, employees will be paid their regular hourly rate for their regularly scheduled hours for the first two (2) Act of God Days. If additional Act of God Days are to be made-up, the employee will not be paid for the Act of God day, but will be paid for hours worked on the make-up day. On delay days, arrival time will be set by the FOOD SERVICES DIRECTOR.
- Section 5** **Additional Compensation for Certification** – The hourly wage of regularly scheduled employees shall be increased by ten (\$.10) cents for Certification, by twelve (\$.12) cents when Level One classes are all completed, and by fourteen (\$.14) cents when Level Two classes are all completed. This shall begin the first month following written notification to the Superintendent of certification by the School Food Service Foundation.
- Section 6** A longevity payment shall be made to each employee in their seventh (7th) year and each year thereafter. Payment will be made the first payday in December.
- The amount of longevity payment is determined by the following formula:
- 182 multiplied by the employee's regularly scheduled hours per day, multiplied by \$.40 for 2000-2001, \$.44 for 2001-2002, and \$.48 for 2002-2003.
- Section 7** All kitchen employees shall be paid at their regular hourly rate for all hours required to attend in-service programs.
- Section 8** On scheduled teacher in-service days or early dismissal days, kitchen workers may chose to either work their regular scheduled hours or leave work without pay providing all regularly scheduled work is completed.
- Section 9** If the Gaylord Support Personnel Association I receives more than a 2.5% hourly increase for the 1996-97 school year, the same increase will be offered to the Gaylord School Cafeteria Employees.

Salary increase in 1997-98 and 1998-99 will not be less than 2% and will be open to negotiation annually. The increase offered will not be less than the increase offered to GESPA I.

- Section 10** Reimbursement for classes taken through School Food Service Association shall be made upon the completion and the proof of passing of the class and the approval of the food service supervisor.
- Section 11** If a sub must fill a position for more than thirty (30) days in succession, that sub shall receive the starting pay for that position, starting on the thirty-first (31st) day.
- Section 12** Any employee who in the course of their scheduled day must use their own vehicle to go from one school to another on a regular basis shall receive the IRS rate for all miles traveled.
- Section 13** All newly hired employees shall be required to take the School Food Service Association classes of Safety and Sanitation and Basics within the first two years when available. All other classes are optional.
- Section 14** Conference fees and/or meeting fees which pertain to School Food Service shall be paid by the Board for up to two employees. Request must be made in advance and approved by the supervisor. The supervisor may split this amount amongst all attending.

SALARY SCHEDULE CAFETERIA EMPLOYEES

| | STEP | 2000-2001 | 2001-2002 | 2002-2003 |
|-----------------|------|-----------|-----------|-----------|
| Head Cook | 1 | \$11.35 | \$11.69 | \$12.10 |
| | 2 | 11.54 | 11.89 | 12.30 |
| | 3 | 11.72 | 12.07 | 12.49 |
| | 4 | 11.90 | 12.26 | 12.69 |
| | 5 | 12.07 | 12.44 | 12.87 |
| | 6 | 12.27 | 12.64 | 13.08 |
| Baker/Driver | 1 | \$10.52 | 10.84 | 11.21 |
| | 2 | 10.70 | 11.02 | 11.41 |
| | 3 | 10.84 | 11.17 | 11.56 |
| | 4 | 10.99 | 11.32 | 11.71 |
| | 5 | 11.19 | 11.53 | 11.93 |
| | 6 | 11.34 | 11.68 | 12.09 |
| Kitchen Manager | 1 | \$10.38 | 10.69 | 11.07 |
| | 2 | 10.55 | 10.86 | 11.24 |
| | 3 | 10.74 | 11.06 | 11.45 |
| | 4 | 10.87 | 11.19 | 11.58 |
| | 5 | 11.00 | 11.33 | 11.72 |
| | 6 | 11.22 | 11.56 | 11.97 |
| Helper | 1 | \$7.69 | 7.92 | 8.20 |
| | 2 | 8.85 | 9.11 | 9.43 |
| | 3 | 10.02 | 10.33 | 10.69 |
| | 4 | 10.18 | 10.48 | 10.85 |
| | 5 | 10.33 | 10.64 | 11.01 |
| | 6 | 10.50 | 10.81 | 11.19 |

Any employee employed on a regular basis after March 15 shall remain on the first step of the salary schedule the following year.

ARTICLE XII

No Strike Clause

The association agrees that during the term of this 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 that such activity is specifically prohibited during the term of this Agreement. It is agreed that 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 Association president of such, and the association agrees that it will take immediate action to end such prohibited activity.

The employer agrees not to lock out employees during the life of the Agreement and further agrees not to commit an unfair labor practice.

ARTICLE XIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2000, and shall continue in effect for three (3) years until the 30th day of June, 2003.

Negotiations may be reopened by mutual consent sixty (60) days prior to an anniversary date.

GAYLORD SCHOOL BOARD OF EDUCATION

By _____
PRESIDENT

By _____
SECRETARY

GAYLORD CAFETERIA EMPLOYEES ASSOCIATION

By _____

By _____

By _____

**LETTER OF AGREEMENT
between
FOOD SERVICE
and
GAYLORD COMMUNITY SCHOOLS**

Re: Salary Implementation

The Food Service and the Gaylord Community Schools Board of Education do hereby mutually agree to the following implementation of the negotiated salary settlement for 2004-2007.

1. **2004-05:** An off-schedule increase of .329% of individual's total annual wage will be paid by June 30, 2005.
2. **2005-06:** An off-schedule increase of 1.25% of individual's total annual wage will be paid by June 30, 2006. Anything over 15% will reduce the 1.25% increase by a quarter of a percent (.25%) for each one percent of increase in the health insurance premium.
3. **2006-07:** An off-schedule increase of 1.25% of individual's total annual wage will be paid related to the insurance increase of 13%. Anything over 13% will reduce the 1.25% increase by a quarter of a percent (.25%) for each one percent of increase in the health insurance premium. In addition, there will be a .5% base increase to the salary schedule.

EXAMPLE:

The salary schedule that was in effect during the 2003-2004 contract year will remain in effect during the 2004-2005 and 2005-2006 contract years.

| 2005-06 | 2006-07 |
|------------------|------------------|
| <15% = 1.25% | <13% = 1.25% |
| 15.01-16% = 1.0% | 13.01-14% = 1.0% |
| 16.01-17% = .75% | 14.01-15% = .75% |
| 17.01-18% = .50% | 15.01-16% = .50% |
| 18.01-19% = .25% | 16.01-17% = .25% |
| >19.01 = 0% | >17.01 = 0% |

One-half of one percent (0.50%) will be added to the salary schedule for the 2006-07 contract year.

FOOD SERVICE

BOARD OF EDUCATION OF
GAYLORD COMMUNITY SCHOOLS

Wanda Basinski

Linda Davis
President

Carl Hilling
Superintendent

Gaylord Community Schools

An NCA Accredited School District

LETTER OF AGREEMENT

Between
Gaylord Community Schools
Board of Education
and
Gaylord Community Schools
Cafeteria Employees

This Letter of Agreement is entered into between the Gaylord Community Schools Board of Education and Gaylord Community Schools Cafeteria Employees on this 9th day of July 2007.

The parties do hereby mutually agree to extend all terms and conditions of the 2004-2007 negotiated agreement for one additional year, such that the compensation and benefits for 2006-2007 shall be applied to the 2007-2008 school year. Additionally, an off-schedule salary payment of one and a quarter percent (1.25%) will be made to Cafeteria Employees; however, if the health insurance premium for MESSA Choices II insurance increases more than thirteen percent (13%) over the 2006-07 premium, this off-schedule payment will be reduced by one quarter of one percent (0.25%) for each one percent (1%) increase in the health insurance premium over thirteen percent (13%).

This agreement shall be effective July 1, 2007 and terminate June 30, 2008. This agreement may not be extended orally and it is expressly understood that it should expire on the date indicated. Negotiations may be reopened by mutual consent sixty (60) days prior to the anniversary date.

CAFETERIA EMPLOYEES

GAYLORD BOARD OF EDUCATION

Signature

Signature

Date

Date

Signature

Signature

Date

Date

Signature

Signature

Date

Date