

AGREEMENT BETWEEN

THE

BOARD OF EDUCATION
GLADWIN COMMUNITY SCHOOLS

AND

GLADWIN
BUS DRIVERS
ASSOCIATION

JULY 1, 2016
TO
JUNE 30, 2017

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Agreement

This agreement entered into between the board of education of the Gladwin Community Schools, hereafter referred to as the “Employer” and the Gladwin Bus Drivers Association, hereafter referred to as the “Association”.

Article I. Recognition

- A. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Gladwin Bus Drivers Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this agreement of all employees of the employer included in the bargaining unit described below:

All full-time bus drivers

- B. All personnel represented by the association in the above defined bargaining unit shall, unless otherwise indicated, hereafter be referred to as “Employees” and References to male personnel shall include female personnel.
- C. “Full-Time Employees” shall be defined as employees who regularly drive/monitor two (2) or more runs per day, driving or assisting students on the bus, to and from school. They shall be required to work every student transportation day of the school year, less any approved absences.

Article II Rights of the Employer

- A. 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 rights, powers, and authority the board had prior to this agreement are retained by the board.
- B. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the board, except those which are relinquished herein by the board, shall continue to vest exclusively in and be exercised exclusively by the board with out prior negotiations with the association 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, such rights shall include, by way of illustration and not by way of limitation, that right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the board. The Board shall determine all methods and means to carry on the operation of the schools.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the forgoing, and the right to establish, modify, or change any work or business or school hours or days.
 3. The right to direct the working forces, including the right to establish hiring procedures and qualifications, determine and re-determine job descriptions, hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
 4. Adopt reasonable rules and regulations.
 5. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities to exercise management and administrative control of its properties and facilities.
 6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the board shall not abridge any rights from employees as provided for in this agreement.
 8. Determine the policy affecting the selection, testing, or training of employee's providing that such selection shall be based upon lawful criteria.
 9. The board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this agreement.
 10. To establish course of instruction and in-service training program for employees.
- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the board, the adoption of policies, rules, regulations, and practices in

furtherance there of, shall be limited only by the terms of this agreement and then only to the extent such terms hereof are in conformance with the laws of the state of Michigan and the laws of the United States.

- D. The matters contained in this agreement and/or the exercise of any such rights of the board and not subject to further negotiations between the parties during the term of this agreement. The parties recognize that PA 112 of 1994 gives the board unrestricted subcontracting rights.

Article III. Rights of the Association

- A. Association representatives employed by the board shall have the right to use school buildings at reasonable hours for meetings, provided advance arrangements are made with the transportation supervisor and such fall within board policy. Any additional costs caused by the association's use of the building will be paid by the association.
- B. The employer will provide bulletin board space in the central location which may be used by the association for posting notices of the following types:
 - 1. Notices of recreational and social events.
 - 2. Notice of elections
 - 3. Notices of results of elections.
 - 4. Notices of meetings.
- C. Minutes of the board meetings are available in the administration office and may be reviewed by the association.

Article IV. Regular, Special Runs.

- A. Regular bus runs shall consist of picking up and delivering of students, stop to stop, along an established route, to and from school, at the discretion of the employer.
 - 1. Kindergarten/Noon runs shall consist of picking up and delivering students, stop to stop, along an established route, to or from school, at the discretion of the employer.
- B. Special runs shall be defined as trips that deliver students to and from specialty classes (E.G., MMCC, CTE, Pines Nursing Home) on a daily basis. They will be

paid a minimum of one hour at the extra trip rate of pay from the time the run leaves until the time the run ends. Driver may be paid if using sick time during this run. Driver will not be paid if not driving or using sick or personal time for this run-

1. Shuttle runs shall be defined as a route that delivers students to or from a connecting bus on a daily basis, to or from school, without stop to stop pick-up or drop-off, the mileage of the shuttle will be added to the mileage of the driver's regular run, shuttles will be posted as vacancies, if no one bids, the superintendent or designee may assign, established shuttle runs may be expanded up to five (5) miles without posting.
 2. Drivers will be given 15 minutes for pre-trip inspections on all runs. Drivers must have a regular run to be eligible for special, shuttle, or kindergarten/noon runs unless no full-time driver signs for such runs. A driver shall be allowed only one special or kindergarten/noon run per year. A driver may have one or more shuttle runs in conjunction with any other run, so long as it does not interfere with their other runs.
 3. Special runs shall be given first to GBDA members, then to other drivers.
- C. Mileage of all runs will be based up the SM 4159-1 daily transportation log. Should a dispute arise regarding the mileage and or time of a run, the supervisor and an association representative shall ride with the driver for purposes of verification using the vehicle normally assigned.
- Pre and post tripping procedures will be followed according to the GBDA handbook. Anyone not following the procedures may be subject to Article XVI (Discipline of Employees) of this contract.
- D. Drivers who have kindergarten runs or other special daily runs shall not be allowed to take an extra trip that will interfere with the run.
- E. District financed summer jobs will be offered by seniority and qualifications.
- F. If, and when, students are transported by school owned vehicles, bargaining unit members will drive.
- G. Unless directed otherwise, drivers will have no responsibilities or duties during a layover time. The buses will remain at the assigned location except with permission from the supervisor prior to leaving on the trip.
- H. The letter of agreement between the Administration and transportation regarding the minimum number of students to be transported on buses will

no longer be in effect. The district will determine the most efficient way to transport students to and from special trips including athletics.

Article V. Employee Responsibilities

- A. All employees shall fully, faithfully and properly perform the duties of their employment.
- B. Employees shall not engage in association activities during their working hours.
- C. It is the responsibility of every employee to inform the supervisor in writing of any change of name, address, telephone number, or any other information that would affect his/her job responsibilities.
- D. The association will notify the employer of any changes of association stewards within five (5) working days to the superintendent's office.
- E. It shall be the responsibility of any employee to attend any workshop, conference, schooling, Etc., required by the state or the employer. Employees shall be paid at the extra trip rate.
- F. Any meeting with the supervisor and parents and employee will be paid in fifteen minute increments at the extra trip rate of pay. An employee will be guaranteed the first fifteen (15) minutes but not more than forty-five (45) minutes.
- G. All buses must be stored in the bus garage at the end of the day.

Article VI. Drug Use and Testing

- A. The board will comply with the provisions of the Omnibus Transportation Employee Testing Act of 1991 and the board's anti-drug and alcohol abuse policy. Compliance disputes are not subject to the grievance procedure.
- B. All time spent by an employee in testing and necessary travel time directly to/from the testing site will be paid at the extra trip rate, if the time is over and above the regular route time.

When a driver misses all, or part, of a regular run because of testing, that driver will be paid either the extra trip rate or what would have been paid on the regular run, whichever is higher. If a driver is still employed by the district after testing positive, pay for any follow-up testing will not be provided unless required by a

medical doctor to make a final determination as to the accuracy of the positive test.

- C. Employer will pay for all Hepatitis B series shots for all employees requesting to get them.
- D. If a driver has to miss a scheduled doctor's appointment due to mandatory drug testing and a charge is made for late cancellation the employee shall notify the employer. The employer will be given a chance to speak with the physician in an effort to alleviate the charge; however, if the employee is required to pay the fee, he/she shall be reimbursed upon the presentation of a paid receipt.

Article VII. School Cancellation

- A. In the event school is canceled due to inclement weather or conditions not within the control of the district, the following procedures will apply:
 - 1. Employees shall not be required to report to work.
 - 2. Employees will receive their regular rate of pay for regular contracted runs, during that day in the event the district makes up such days, employees will be expected to work on those days for no additional pay. If an employee has been paid and does not drive on the make-up day, the amount they were previously paid will be deducted from their last pay of the year. Hourly employees may use sick time to receive regular pay for this day. If weather days are made up no additional payment will be made. Special runs will represent 1/3 of a sick day used.
 - 3. If an employee is scheduled to take a sick day, personal day or a no pay day and a snow day or act of God day is called, they will not be charged for the day off.
- B. Any instance that shall cause an employee to work more than 176 days, shall result in the employee being paid for time actually worked. Employees driving part of their runs on canceled days, that are required to be made up, shall be paid two hours at the extra trip rate. Pay for these days will be added to their last pay of the year.

Article VIII. Seniority

- A. Seniority shall be defined as the length of continuous service to the district from the employee's last date of hire as a full-time employee. Seniority will not be prorated.
- B. Seniority shall not accrue while on layoff or unpaid leave of absences, seniority shall not continue to accumulate while on unpaid leave for more than 60 calendar days.

Article IX. Loss of Seniority

An employee shall lose seniority for the following reasons only:

- A. The employee quits or retires.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- C. The employee is absent for three (3) consecutive days without notifying the employer unless there are mutually agreed extenuating circumstances. After such absence, the employer shall send written notification to the employee at the last known address that the employee has lost seniority, and employment has been terminated.
- D. The employee does not return to work when recalled from layoff as set forth in the recall procedures.
- E. The employee obtains a leave of absence under false pretenses.
- F. The employee does not return from leaves of absence. (Shall be treated the same as (C) above).
- G. The employee is laid off for a period of time which exceeds his/her seniority in the district.

Article X. Layoff and Recall

- A. The word "Layoff" means a reduction in the working force.
- B. When a reduction in work force occurs, employees on probation with the least seniority in the job classification affected will be the first to be laid off. Thereafter, layoffs will be made according to seniority and qualification.

Full-time employees on lay off shall, upon application, be granted priority status on the substitute list based on seniority.

- C. Whenever an employee is to be laid off, the board shall notify the employee and the association within 7 calendar days of the layoff; such notice will not apply in the case of a work stoppage by another bargaining unit in the district.
- D. When the working force is increased after a layoff, employees shall be recalled according to seniority and qualifications. Notice of recall shall be sent to employees at their last known address by registered or certified mail. Recall rights are restricted to non-probationary employees, and will differ for each employee based upon the number of years said employee has worked in the district. By way of example, an employee with 10 years of seniority will have recall rights for 10 years.
- E. If employees fail to notify the employer in writing within five (5) working days from receipt of notice of recall, they may be considered as a quit, thus terminating their employment exceptions may be made by agreement between the employer and the association.
- F. When individual full-time positions are eliminated or reduced by two (2) pay brackets or more, and there are no vacancies of larger or equal mileage, the affected employee may bump the lowest seniored full-time employee in their classification. The lowest seniored employee shall then be placed first on the seniority list of the regular part-time substitutes, thereby, being first in line for the next available position, and shall not be considered laid off. There shall be no bumping across classifications.
- G. Assignments of regular routes shall be made prior to the beginning of each school year according to the vacancy procedure; no employee shall be bumped if they were regularly assigned to a route at the end of the previous school year, except as stated in part F. above.

Article XI. Unpaid Leaves of Absence

- A. Unpaid Leave
 - 1. Personal Leave. An employee may be granted a personal leave of up to ninety (90) calendar days without pay, but such leave shall not be to seek or secure employment elsewhere. An employee wishing a personal leave of absence (including unpaid days off) shall apply in writing to the employer stating the reason for the leave, such personal leaves shall be available for association business purposes in accordance with the same terms that the employer considers in deciding whether to grant

personal leaves for other purposes; the employer will not discriminate against such request because the leave in question is desired for association business. The granting of such personal leaves is discretionary with the employer, is not subject to the grievance procedure, and it is understood that the employer will grant such request only when the employer determines that the services of the employee are not required by the employer; provided, however, that association witnesses in an arbitration hearing shall be entitled to unpaid leave to attend such hearing, the employer may extend such leaves if the employee requests an extension in writing at least five (5) days prior to the expiration of the original leave or extension. Once any personal leave is approved, the employee is entitled to take that leave, absent bona fide emergency.

2. Personal Illness. An employee whose incapacitation extends beyond 90 days, shall be placed on an unpaid leave for up to one year from the last day the employee received a paid sick leave day. The employee must provide a physician's statement reflecting the employee is unable to return to work. The board may request an employee to undergo a medical examination at the expense of the board. During the leave, the employee's position will be filled by a substitute. Upon notice from the employee's physician that the employee is capable of returning to work and assuming his/her regular duties, the employee shall be returned to his/her regular position.

B. Partially Paid Leave

Jury Duty Leave. Employees chosen for jury duty shall be granted a leave of absence for such period as their duty requires, an employee who is summoned and who reports for jury duty as provided by applicable law shall be paid by the employer an amount equal to the difference between the amount of wages, excluding overtime, the employee would have earned by working straight-time hours for the employer on a day on which he/she would otherwise have been scheduled to work for the employer, and the jury duty fee paid to him/her by the court for that day.

If an employee reports for jury duty but is officially excused in time to return to work two (2) hours or more hours prior to the end of his/her shift, he/she shall be required to report to work as soon as possible after being excused from jury duty on that day.

In order to receive jury duty payment an employee must notify the employer immediately upon being summoned for jury duty, and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims payment. The employee may also be required to furnish evidence as to the time he/she reported and was excused and the amount of jury duty pay due from the court for the time in question.

- C. Seniority shall not continue to accumulate while on unpaid leave of more than 60 calendar days.
- D. Benefits will be lost after 10 days of no pay during any given month during the school year. No benefits will be paid during the summer if benefits were lost in the month of May.

Article XII. Paid Leave

- A. First-year full-time employees and full-time employees who have exhausted all sick leave, except those on unpaid leave of absence or layoff will be granted one (1) sick leave day per month during the month worked for the district, in order to receive the one day per month credit, the employee must work at least ten (10) days during the month,

All other full-time employees shall be credited with ten (10) days per school year of sick leave. Sick days will be prorated for any unpaid leave days taken during that school year.

The unused portion of yearly sick leave allowance shall accumulate up to a maximum of one hundred (100) days, upon accumulation of 100 days; no further current year allowance will be credited.

- B. Sick leave shall be granted to employees incapacitated from the performance of their duties due to sickness, pregnancy, or injury.
- C. Full-time employees who have accumulated forty (40) or more sick days, may take a cumulative maximum of five (5) days per year for illness of a mother, father, or member of the family residing in the employee's household and requiring the care and attendance of the employee, the required care must be such as would be prescribed by a physician or required for incompetence or incapacitation of the relative requiring care.
- D. Medical verification of illness may be required where an alleged pattern of absences exceeds five (5) days.

When an employee is off on paid sick leave for three (3) consecutive days or more, a doctor's permission slip may be required to return to work.

Verification for a leave less than (3) days may be required if there is reason to suspect abuse or if the employee has shown a pattern of abuse. The district reserves the right to send an employee to a district-appointed physician or other

qualified professional personnel if questions arise concerning an absence of fitness for continued service.

- E. It is the responsibility of each employee to report unavailability for work prior to their normal starting time. Each employee shall at the time of reporting absence state the reason for absence, where the employee may be reached, and the anticipated length of absence.
- F. Any employee who willfully violates or misuses this sick leave policy or who misrepresents any statement or condition under said policy shall be subject to discipline, up to and including discharge.
- G. Leaves of absence with pay not chargeable to the employee's sick leave allowance shall be granted as follow:
 - 1. A funeral leave shall be granted with pay for a period of not to exceed three (3) days to attend the funeral of an employee's immediate family to include the present spouse, children or grandchildren, mother, father, brother or sister or mother-in-law, father-in-law and grandparents, bereavement leave of special nature may be granted at the discretion of the superintendent or designee.
 - 2. One personal leave day with pay shall be granted each year. Drivers/monitors working forty-seven (47) weeks shall be granted two (2) personal leave days per school year. An employee taking a personal leave shall file a notice of the intent to take such day with the supervisor at least five (5) days prior to the date of such leave. Such notice shall include a statement of the reason for such leave.

Personal leave shall not be used for:

 - A. The day before or the day after a holiday or vacation period unless agreed to by management.
 - B. Seeking new employment or working a second job.

Days will be granted on a "first come, first serve" basis and if qualified substitutes are available.
- H. Workers' compensation: An employee receiving worker's compensation pay and electing to receive supplemental pay will provide copies of check receipts to the district within the (10) days of receiving check. The employer will pay the difference between worker's compensation and the employee's regular weekly expendable income for a period not to exceed the number of days of his/her sick leave accumulation with each day so compensated at one-third (1/3) of a day sick

leave.

Article XIII. Longevity

- A. After 15 years of service, on the employees seniority date, full-time employees shall receive a one time lump sum payment of six hundred fifty dollars (\$650.00) and each year thereafter, until the 20th year.
- B. After 20 years of service, full-time employees shall receive a one time lump sum payment of one thousand dollars (\$1,000) and each year thereafter, while employed as a full-time employee. The payment referenced in section A does not apply after 20 years of service.
- C. In determining the number of years a full-time employee has completed, unpaid leaves of absence, substitute service, terminations and other time spent on inactive employment status shall be subtracted from total years of service for longevity purpose. Longevity will not be prorated except in the case of a discharge.

Article XIV. Insurance Benefits

- A. General Provisions:
 - 1. The district reserves the right to change insurance administrators and/or underwriters during the term of this agreement without prior negotiations with the association. The determination to change insurance administrators and /or underwriters is not subject to the grievance procedure provided reasonably similar coverage according to the plan certificate booklet (s) is maintained in the conversion.
 - 2. All claims submitted are subject to the terms set forth by the various insurance administrators and underwriters. As such any claims disputes are, therefore, not subject to the grievance procedure.
 - 3. Eligible Full-time employees as set forth herein are responsible for the completion of all necessary enrollment forms and for fulfilling any requirements established by the insurance administrators or underwriters.
 - 4. The board by payment of the premium payments required to provide the insurance coverage shall be relieved from all liability with respect to the benefits provided by the insurance coverage described. The terms of any

contract or policy issued by an insurance company herein shall be controlling as to all matters including but not limited to benefits, eligibility, commencement and termination of coverage.

5. Eligible dependents shall be the spouse or the insured employee, unless legally separated, and all unmarried dependent children from birth to age 25, dependency shall be determined within the meaning of the United States Internal Revenue Code. Premium payments for eligible dependents shall be provided through December 31 of the year in which the dependent becomes age 25.
6. Health insurance shall be available to full-time employees only. Those employees already enrolled in the state retirement system shall be excluded from the health insurance benefit and cash-in-lieu of insurance. The Board will contribute up to the single subscriber state cap (currently \$5,692.50) for the medical insurance and H.S.A. combined for the 14-15 year, for employees requesting health insurance. Any amount over the cap will be payroll deducted.

Eligible employees not enrolling in health care will be eligible for \$260.00/ month for 14-15 toward dental insurance, AFLAC insurance, cash, and / or an annuity as an alternative. This contribution will be effective through June 30, 2015.

Employees currently receiving benefits from the state retirement system are not eligible for any of the above listed benefits from this section.

7. The insurance plans described in Section B of this Article are intended solely to identify the general framework of available plans and shall not be deemed in any fashion to restrict the District's right under Section A (1) of this article.
8. Double health coverage is prohibited. An employee eligible for health insurance benefits as defined herein shall not be eligible to enroll district-paid premiums for insurance benefits if he/she is enrolled under another plan (E,G., enrolled under a spouse's plan).

B. Full-time employees may elect to enroll in the following plan:

1. Priority Health, HSA or PPO

Those not enrolling in the health insurance plan may elect to enroll in the following plans:

1. Dental Insurance: Basic Delta Dental

2. Basic Cancer Insurance, AFLAC Basic Cancer
3. Cash
4. and / or an annuity

Those enrolling in the health insurance plan may elect to enroll in dental and/ or basic cancer insurance plans at their own expense.

- C. The district will continue to pay insurance premiums for eligible employees in school year positions during the summer months and for break periods during the school year.
- D. Board insurance premium contributions shall cease to be paid on the effective date of severance from employment, effective date of layoff and on unpaid leaves authorized under Article IX.

Article XV. Retirement

- A. The employer will pay \$125.00 per year of experience in the Gladwin Community Schools, to a maximum of \$2,500.00 to a retiring employee. To be eligible, the employee must have been employed in the Gladwin Community Schools for minimum of then (10) years and have applied for retirement under the Michigan Public School Employees Retirement System.
- B. Upon retirement any employee will receive pay for up to ninety (90) days of unused sick time. This will be payable at forty (40%) of step one, first year of the pay scale they work under (miles). This will be paid after the administration office receives official confirmation from the State Retirement Office of the employee's decision to retire.

Employees currently receiving benefits from the state retirement system are not eligible for any of the above listed benefits from this section.

Article XVI. Discipline of Employees

- A. No employee, with the exception of probationary employees, shall be disciplined without just cause.
- B. Disciplinary action shall be defined as any written reprimand, suspension without pay, or discharge.

- C. An employee, at his/her own request, shall be entitled to have present an Association representative when any discipline is being exercised.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee. If the employee disagrees with the findings or decision, he/she may submit a statement to be filed with the supervisor's statement.
- E. The Association agrees that the employer has just cause to discharge any employee who:
 - 1. Is convicted of any felony.
 - 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer.
 - 3. Is absent for three (3) consecutive days without notifying the employer. Exceptions may be made in case of extenuating circumstances.
 - 4. Does not return from sick leave or leaves of absence, exceptions may be made in extenuating circumstances.
 - 5. Is under the influence of intoxicants or drugs while on the job.
 - 6. Consumes or sells intoxicants or drugs on board property.
 - 7. Steals board property.
 - 8. Duplicates school district issued keys without authorization.
 - 9. Intentionally falsifies records.
 - 10. Has or accepts another position or responsibility which consistently and frequently conflicts with scheduled work time.
 - 11. Fails to meet state requirements.
 - 12. Is at-fault or determined to be at-fault in a serious traffic accident that involves court litigation.
 - 13. The above list represents legitimate reasons for discharge. However, the parties recognize that it is not all inclusive.

Article XVII. Grievance Procedure.

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the Procedure outlined in this article.
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. Employee evaluations.
 - 3. Any matter for which there is recourse under state or federal statutes.
 - 4. Any matters relating to regular part-time substitutes except as noted in Article II.
- C. The term “Days” as used herein shall mean working days.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants or association steward;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violations;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such rejection shall not extend the limitation hereinafter set forth.
- E. Procedure:
 - 1. Level one- An employee alleging a violation of the express provisions of this contract shall, within ten (10) days of its alleged occurrence (or the time the employee had or should have had knowledge of the occurrence), reduce the grievance to writing and file with his/her supervisor.

Within five (5) days of receipt of the grievance, the supervisor shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the supervisor shall render this decision in writing.

If no resolution is obtained within five (5) days of the receipt of the supervisors answer, the employee shall proceed within five (5) days to Level Two.

2. Level Two- A copy of the written grievance and the supervisors answer shall be filed with the superintendent or his designated agent. Within five (5) days of receipt of the grievance, the superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the superintendent or his designated agent shall render this decision in writing.
3. Level Three- If the grievance is not settled at Level Two the Association representatives shall within five (5) working days from the receipt of the superintendent's answer; present the grievance to the Association membership. A secret ballot vote shall be held and a two thirds (2/3) majority vote of the membership shall be required to process the grievance to mediation, (Act 379, Section 423.207)

The Association representatives shall within five (5) working days after the vote, notify the Board of Education, in writing of their intent to submit grievance to mediation, the mediator shall have no power to add to, subtract from or modify any of the terms of this agreement. It is clearly understood that the mediator's role is to assist the parties in resolving the dispute and nothing done by the mediator is binding on either the Association or the Board, but both parties agree to review the mediator's recommendation.

Within five (5) days after the receipt of the mediator's decision, the Association representatives and the superintendent shall discuss the recommendations, within five (5) days after the discussion; the association shall present the conclusions of the discussion to the membership.

4. Level four- Individual employees shall not have the right to process a grievance at level four; only grievances over disciplinary matters may be process at level four.
 - a. If the grievance is over a disciplinary matter, and the grievant is not satisfied with disposition of the grievance at Level three, a secret ballot shall be held. If a two-thirds (2/3) majority is not satisfied with the conclusion, the association may within ten (10)

days after the vote, notify the Board of the intent to submit the matter to arbitration. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to The American Arbitration Association in writing.

- b. Neither party may raise new defense or grounds at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearings a prehearing statement alleging facts, ground, and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
- c. The decision of the Arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association, subject of the right of the board and the Association to judicial review, and lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - (2) He shall have no power to establish salary scales.
 - (3) He shall have no power to decide any question which, under this agreement, is within responsibility of the management to decide.
 - (4) He shall have no power to interpret state or federal law.
 - (5) He shall not hear any grievance previously barred from the scope procedure.
 - (6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written consent and then only if they are of similar nature.
 - (7) Where no monetary loss has been caused by the action of the board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - (8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or

non-occurrence of the event upon which the grievance is based.

- F. The fees and expenses of the arbitrator shall be shared equally.
- G. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.

Should the supervisor, superintendent, or board fail to render a decision within the limits specified, the grievance shall automatically proceed to the next level.

- H. All reparations, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating association representatives are to be at their assigned duty stations. Any employee engaged during the work day in grievance meetings at the request of the board will be released from regular duties without loss of salary.

- I. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties.

J. Miscellaneous:

1. Any grievance filed during the life of this agreement shall be processed through the steps of this procedure regardless of whether such time required may go beyond the expiration date of this agreement.
2. Any grievance occurring during the period between the termination of this agreement and the effective date of a new agreement shall not be processed beyond level two.
3. The filing of a grievance shall in no way interfere with the rights of the board to proceed in carrying out its management responsibilities subject to the final decision of the grievance.
4. It is understood by the parties that no grievance shall be filed or based upon an alleged grievance occurring prior to the effective date of the agreement.
5. No grievance shall be filed for or by any employees after the effective date of the person's resignation.

6. In the event the alleged grievance involves an order, requirement, etc., the grievant shall fulfill or carry out such order or requirement, etc., pending the final decision of the grievance.

Article XVIII. Miscellaneous

- A. The parties agree that good health is one of the prerequisites for employment. Employees are expected to disclose any known health or physical handicaps prior to employment and any health or physical handicaps which develop after employment, the employer may require any employee to have a physician's examination at any time in order to determine the fitness of such employee to perform his/her duties in a satisfactory manner. Any order of such an examination shall be accompanied by a written statement to the employee of the specific reasons for requiring the examination.
 1. The cost of all physical and mental examinations will be borne by the employer when requested by the employer for any purpose.
 2. The employer agrees to pay the cost of physical exams required by law or state regulations. If the employee chooses to go to their own physician, the cost of the exam will be paid up to the amount charged by the school designated physician.
- B. The Board shall furnish the association with copies of this agreement at no cost to the employee, the (10) extra copies shall be given to the association.
- C. The cost of the required driver's license and payment for the bus driver's certification test and endorsement, less the cost of the normal operator's license, shall be reimbursed by the employer upon showing of receipt for same and showing of a valid license the Board will provide no reimbursements for test retakes.
- D. Employees leaving the district shall give two weeks written notice of resignation, stating date and reason for leaving.
- E. The employer will develop and institute a Section 125 Plan for eligible employees.
- F. Annual evaluations will be done by the supervisor prior to April 1. The GBDA executive committee will work with the supervisor to devise an evaluation tool that will be attached to this contract. Each employee will be evaluated every three (3) years unless otherwise needed. Each employee will be given a signed copy of his/her evaluation, and a copy will be placed in the personnel file.

Article XIX. Continuity of Operations

- A. The Association agrees that it will neither instigate, call, maintain, condone, nor support in any manner, a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
 - 1. Promptly, no later than within twenty-four (24) hours, issue to the board a signed statement to the effect that the work interruption is unauthorized by the Association.
 - 2. Within twenty-four (24) hours instruct all of the members identified by the Board as guilty of such violation to return to work at once, and all of its members to continue to work, and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this article.
- C. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this article.
- D. The Board will have the right to all remedies available at law for violation of the article, including discharge, and/or injunctive relief and/ or damages against any person group or organization violating this article.

Article XX. Conformity to Law

If any provisions of the agreement or any application of the agreement to any bus driver or group of bus drivers shall be found contrary to law, such provisions or applications shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Article XXI. Duration of Agreement

- A. The parties acknowledge that during the negotiations which results in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by

the parties after the exercise of that right and opportunity are set forth in the agreement, therefore, the Board and the Association for the life of this agreement, voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in the agreement even though such subjects or matter may have been within the knowledge or contemplation of either or both of the parties at the time of negotiations or the signing of this agreement.

- B. This agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing as an amendment to this agreement.
- C. This agreement shall be in full force and effect upon ratification by both parties' to, and including June 30, 2016~~7~~ with a wage and benefit re-opener annually. This agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the agreement is served by either party upon the other at least sixty (60) days prior to the expiration.
- D. It is further agreed by the parties hereto that upon receiving proper cancellation notice the parties agree to start negotiations at least forty-five (45) days before the expiration date of this agreement.

For the Association:

For the Employer:

GBDA President

Board President

GBDA Negotiation Chair

Board Vice-President

GBDA Negotiations Member

Board Secretary

Dated September 26, 2016

Appendix A Salary Schedule

Step increases will take place on the *seniority* date of the employee.

ADDENDUM

GBDA Contract Changes Approved 9/26/2016

1% Stipend and

For the 2016-17 school year:

If the audited blended count for 2016-17 is 1610 then the district will fund .25% increase on schedule.

If the audited blended count for 2016-17 is 1613 then the district will fund .50% increase on schedule.

If the audited blended count for 2016-17 is 1616 then the district will fund .75% increase on schedule.

If the audited blended count for 2016-17 is 1619 then the district will fund 1.0% increase on schedule.

If the audited blended count for 2016-17 is 1622 then the district will fund 1.25% increase on schedule.

If the audited blended count for 2016-17 is 1625 then the district will fund 1.25% increase on schedule and .25% off schedule.

If the audited blended count for 2016-17 is 1628 then the district will fund 1.25% increase on schedule and .50% off schedule.