

Gaylord Community Schools

An NCA Accredited School District

LETTER OF AGREEMENT

Between
Gaylord Community Schools Board of Education
and
Teamsters Local Union 214

The Gaylord Community Schools Board of Education and Teamsters Local Union 214 agree to the following terms and conditions:

- Duration of contract: July 1, 2012 through June 30, 2014.
- One time off-schedule Step 5 effective September 1, 2012. This would not amend the current contract. Step 5 wage: \$20.21/hour.
- Employees eligible for medical coverage will be offered option of MESSA Choices 2 or ABC Plan with HSA.

Effective September 1, 2012, active employees will be required to pay the balance of the monthly insurance premium for medical benefits that applies to their coverage, by payroll deduction, beginning with the first payroll in September 2012 that exceeds the following monthly amounts:


- Single \$458.33
- Two Person \$916.66
- Family \$1,250.00

The Board's annual obligation for medical benefit coverage costs per eligible employee during the 2012-2013 medical benefit coverage year shall not exceed the following amounts:

- Single \$5,500
- Two Person \$11,000
- Family \$15,000

- Cash in lieu of benefits: 15% contribution eliminated.
- It is agreed and understood that this Letter of Agreement is intended to apply only to the specific situation described herein and does not establish a precedent, past practice or otherwise bind these parties to any other personnel actions. Therefore, this Letter of Agreement shall not be offered or used in any proceedings or negotiations between these parties as to any other situation, employee or other matter.

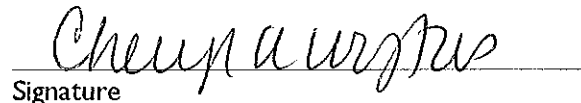
TEAMSTERS LOCAL 214


Signature

CHIEF STEWARD
Title

10/2/2012
Date

GCS BOARD OF EDUCATION


Signature

Superintendent
Title

10-3-12
Date

Agreement Between

**GAYLORD COMMUNITY SCHOOLS
Bus Drivers**

and

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

Effective August 27, 2008 – June 30, 2011

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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. During the unpaid suspension due to this provision, the administration may offer the driver other work, if available.

If the driver is not convicted and the matter is settled, that driver will be returned to work and receive full 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.
8. If a driver has a driving record which causes the driver to be uninsurable under the District's insurance policy, it shall be just cause for suspension without pay.

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.

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 time that covers two (2) shifts of an AM/PM or PM/AM 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 any employees that are off work for any reason of the vacancy.

Section 12.3 – Filling of Vacancies

If a posted vacancy is filled by a bargaining unit member, the vacant route of that bargaining unit member shall be filled from the relief driver list. Bargaining unit members may only bid on a vacant route once per school year.

Section 12.4 – 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 12.5 – 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 12.6 – 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. Employees shall be compensated for all time spent at such meetings as required by the Employer. 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/shuttle from the shuttle board 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 the arrival at the fuel station. Any unavoidable delays shall be paid as time spent. Drivers must depart the bus garage fifteen (15) minutes before the posted time. Trip buses must be fueled and cleaned immediately following every trip.
- 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. Drivers must be present at the time of assignment unless delayed due to unavoidable circumstances related to work duties.
- 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.
- 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 trip/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.

- f. 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.

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 route held immediately before the leave began. If the route no longer exists, employees shall be returned to equivalent routes 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 (MPSERS) 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 – 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 21.8. – 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 21.9 – 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 21.10 – 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 21.11 – 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 Appendix B-In Service/Training Pay 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.

Section 21.12 – Relief Driver Trainer

This particular extra work will be posted at the beginning of each school year at the drivers' route bid meeting (typically in August) and will be filled after all routes have been awarded on the same board but will remain separate in its own column. If a trainer is needed before the first bid day of the new school year, then the posting will be among those that have previously signed up for summer work on that same board but will remain separate in its own column. Consideration shall be given by the Board first to qualified applicants. The Transportation Supervisor will provide job qualifications for a school bus trainer.

At no time may the trainer hours, and the hours of that driver's route and/or extra work accumulate to more than forty (40) hours during any one week. If there is a possibility of this occurring, the driver's route will be the priority, then the training, then any extra work such as trips and shuttles.

Section 21.13 – Surveillance Video on Buses

The video surveillance equipment that has been installed in the buses in this district were installed to provide a safer transport for students.

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 in a timely manner. 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 June 30, 2011. 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**

Curtis Brown
Curtis Brown, Business Representative

William O'Neill
William O'Neill, President

Marvin Lewis
Marvin Lewis, Steward

Jackie Allsopp
Jackie Allsopp, Secretary

David Parsell
David Parsell, Steward

Susan Jenkins
Susan Jenkins, Director of Transportation

Cheryl Wojtas
Cheryl Wojtas, Superintendent

11/17/08
Date

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
Gaylord Community Schools
Transportation Department**

SALARY AND SERVICE CREDIT SCHEDULE

A. SALARY SCHEDULE

BUS DRIVER	2008-09	2009-10	2010-11
Step 1	\$15.94	\$16.42	\$16.91
Step 2	\$16.87	\$17.38	\$17.90
Step 3	\$17.77	\$18.30	\$18.85
Step 4	\$18.89	\$19.45	\$20.04
Shuttle	\$12.41	\$12.78	\$13.17
Inservice/Training	\$10.11	\$10.42	\$10.73

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.

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.

LETTER OF AGREEMENT
 between the
GAYLORD COMMUNITY SCHOOLS
 and
TEAMSTERS STATE COUNTY & MUNICIPAL WORKERS LOCAL 214

Re: Wage Increases - "Me Too" Concept

WHEREAS the above referenced parties have ratified a Collective Bargaining Agreement which will expire on June 30, 2011, and;

WHEREAS the parties have reached mutual agreement on one (1) specific change to said Collective Bargaining Agreement;

THEREFORE, IT IS AGREED that the following change shall be attached to the Collective Bargaining Agreement by the incorporation of this Letter Agreement:

APPENDIX B - SALARY AND SERVICE CREDIT SCHEDULE

The parties agree to a "me-too" concept regarding wage increases as compared to the increases received by School employees who are not in the bargaining unit. If non-bargaining unit employees receive a greater increase than the amounts stated in Appendix B, then that greater amount will also be provided to Teamsters Local 214 member-employees.

All other terms and conditions of the Collective Bargaining Agreement will remain unchanged.

Agreed to as evidenced by the signatures below:

FOR THE EMPLOYER:

William O'Neill

William O'Neill, President
 Gaylord Schools Board of Education

Cheryl A. Wojtas

Cheryl A. Wojtas, Superintendent

Susan Jenkins

Susan Jenkins, Transportation Supervisor

11-10-08
 Date

FOR THE UNION:

Curtis H. Brown

Curtis H. Brown, Business Representative
 Teamsters Local 214

Marvin Lewis

Marvin Lewis, Chief Steward

David Parsell

David Parsell, Alternate Steward

11-10-08
 Date

Gaylord Community Schools

An NCA Accredited School District

LETTER OF AGREEMENT

Between
Gaylord Community Schools Board of Education
and
Teamsters Local Union 214

This Letter of Agreement is entered into between the Gaylord Community Schools Board of Education and Teamsters Local Union 214.

The parties do hereby mutually agree to extend all terms and conditions of the August 27, 2008 – June 30, 2011 negotiated agreement for one additional year (expiring June 30, 2012), with the following exceptions/terms:

- 2011-12 wages are to remain the same as the 2010-11 wages.
- Health care coverage will be identical to Gaylord Education Association members (detailed information attached).
- Cash in lieu of insurance payments reduced by 15%.

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.

TEAMSTERS LOCAL 214

Curtis Braun
Signature

Business Rep
Title

GCS BOARD OF EDUCATION

Cheryl A. Wofstas
Signature

Superintendent
Title

APPENDIX A

Medical and Rx Benefits Summary

In-Network	Out-of-Network
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Member's responsibility (deductibles, copays and dollar maximums)

Note: Services from a provider for which there is no PPO network and services from a non-network provider in a geographic area of Michigan deemed a "low access area" by BCBSM for that particular provider specialty are covered at the in-network benefit level. If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductibles	\$300 for one member, \$600 for the family (when two or more members are covered under your contract) each calendar year	\$600 for one member, \$1200 for the family (when two or more members are covered under your contract) each calendar year
Copays • Fixed dollar copays	• \$20 copay for office visits • \$100 copay for emergency room visits	\$100 copay for emergency room visits
• Percent copays Note: Copays apply once the deductible has been met.	• 50% of approved amount for private duty nursing • 20% of approved amount for most other covered services	• 50% of approved amount for private duty nursing • 40% of approved amount for most other covered services
Copay dollar maximums • Percent copay maximums - includes general medical only - excludes fixed dollar copays and mental health care, substance abuse treatment and private duty nursing percent copays	\$1,500 for one member, \$3,000 for two or more members each calendar year	\$3,000 for one member, \$6,000 for two or more members each calendar year

Preventative care services (not subject to deductible, coinsurance, or copay)

Health maintenance exam - includes chest x-ray, EKG and select lab procedures	Covered - 100%, one per calendar year	Not covered
Gynecological exam	Covered - 100%, one per calendar year	Not covered
Pap smear screening - laboratory and pathology services	Covered - 100%, one per calendar year	Not covered
Well-baby and child care	Covered - 100% • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 6 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • Visits beyond 47 months are limited to one per member per calendar year under the health maintenance exam benefit	Not covered
Adult and childhood preventive services and immunizations as recommended by the USPSTF, ACIP, HRSA or other sources as recognized by BCBSM that are in compliance with the provisions of the Patient Protection and Affordable Care Act	Covered - 100%	Not covered
Fecal occult blood screening	Covered - 100%, one per calendar year	Not covered
Flexible sigmoidoscopy exam	Covered - 100%, one per calendar year	Not covered
Prostate specific antigen (PSA) screening	Covered - 100%	Not covered
Routine mammogram and related reading	Covered - 100% NOTE: Subsequent medically necessary mammograms performed during the same calendar year are subject to your deductible and percent copay.	Covered-60% after out-of-network deductible Note: Non-network readings and interpretations are payable only when the screening mammogram itself is performed by a network provider.
One per member per calendar year		
Colonoscopy – routine or medically necessary	Covered - 100% Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.	Covered - 60% after out-of-network deductible Note: Subsequent medically necessary colonoscopies performed during the same calendar year are subject to your deductible and percent copay.
One per member per calendar year		

APPENDIX A

(Continued)

Physician office services

Office visits	Covered- \$20 copay per office visit	Covered - 60% after out-of-network deductible, must be medically necessary
Outpatient and home medical care visits	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible, must be medically necessary
Office consultations	Covered - \$20 copay per office visit	Covered - 60% after out-of-network deductible, must be medically necessary
Urgent care visits	Covered - \$20 copay per office visit	Covered - 60% after out-of-network deductible, must be medically necessary

Emergency medical care

Hospital emergency room	Covered - \$100 copay per visit (copay waived if admitted or for an accidental injury)	Covered - \$100 copay per visit (copay waived if admitted or for an accidental injury)
Ambulance services - must be medically necessary	Covered - 80% after in-network deductible	Covered - 80% after in-network deductible

Diagnostic services

Laboratory and pathology services	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Diagnostic tests and x-rays	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Therapeutic radiology	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible

Maternity services provided by a physician

Prenatal and postnatal care	Covered - 100% (no deductible or copay) Includes care provided by a certified nurse midwife	Covered - 60% after out-of-network deductible
Delivery and nursery care	Covered - 80% after in-network deductible Includes delivery provided by a certified nurse midwife	Covered - 60% after out-of-network deductible

Hospital care

Semiprivate room, inpatient physician care, general nursing care, hospital services and supplies Note: Nonemergency services must be rendered in a participating hospital.	Covered - 80% after in-network deductible Unlimited days	Covered - 60% after out-of-network deductible
Inpatient consultations	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Chemotherapy	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible

Alternative to hospital care

Skilled nursing care	Covered - 80% after in-network deductible Up to 120 days per member per calendar year	Covered - 60% after out-of-network deductible
Hospice care	Covered - 100% Up to 28 pre-hospice counseling visits before electing hospice services; when elected, four 90-day periods - provided through a participating hospice program only ; limited to dollar maximum that is reviewed and adjusted periodically	Covered - 100%
Home health care - must be medically necessary	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Home infusion therapy - must be medically necessary	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible

Surgical services

Surgery - includes related surgical services and medically necessary facility services by a participating ambulatory surgery facility	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Presurgical consultations	Covered - 100% (no deductible or copay)	Covered - 60% after out-of-network deductible
Voluntary sterilization	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Voluntary abortion	Not covered	Not covered

APPENDIX A

(Continued)

Human organ transplants

Specified human organ transplants - in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 100% (no deductible or copay)	Covered - 100% in designated facilities only
Bone marrow transplants - when coordinated through the BCBSM Human Organ Transplant Program (800-242-3504)	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Specified oncology clinical trials	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Kidneys, cornea and skin transplants	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible

Mental health care and substance abuse treatment

Inpatient mental health care	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
	Unlimited days	
Inpatient substance abuse treatment	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
	Unlimited days	
Outpatient mental health care <ul style="list-style-type: none"> • Facility and clinic • Physician's office 	Covered - 80% after in-network deductible	Covered - 80% after in-network deductible
	Covered - 80% after in-network deductible**	Covered - 60% after out-of-network deductible
Outpatient substance abuse treatment - in approved facilities only	Covered - 80% after in-network deductible**	Covered - 80% after in-network deductible

** Mental health and substance abuse procedures that are the equivalent of an office visit (consultative services rendered in the physicians office) will be treated and processed like an office visit, subject to the fixed dollar office visit copay

Other covered services

Outpatient Diabetes Management Program (ODMP)	Covered - 100% (no deductible or copay)	Covered - 60% after out-of-network deductible
Allergy testing and therapy	Covered - 100% (no deductible or copay)	Covered - 60% after out-of-network deductible
Chiropractic manipulation treatment and osteopathic manipulation treatment	Covered - \$20 copay per office visit	Covered - 60% after out-of-network deductible
	Up to a combined maximum of 24 visits per member per calendar year	
Outpatient physical, speech and occupational therapy	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
	Limited to a combined maximum of 60 visits per member per calendar year	
Durable medical equipment	Covered - 80% after in-network deductible	Covered - 80% after in-network deductible
Prosthetic and orthotic appliances	Covered - 80% after in-network deductible	Covered - 80% after in-network deductible
Contraceptive injections	Covered - 80% after in-network deductible	Covered - 60% after out-of-network deductible
Prescription contraceptive devices	Covered - 100% (no deductible or copay)	Covered - 60% after out-of-network deductible
Private duty nursing	Covered - 50%	Covered - 50%

Prescription Drugs Covered

Federal Legend Drugs	Covered - 100% less copay	Covered - 75% less copay
Prescribed over-the-counter drugs (when covered)	Covered - 100% less copay	Covered - 75% less copay
State-controlled Drugs	Covered - 100% less copay	Covered - 75% less copay
Disposable needles and syringes - when dispensed with insulin or other covered injectable legend drugs	Covered - 100% less copay for insulin or other covered injectable legend drug	Covered - 75% less copay for insulin
Mail Order Prescription Drugs - up to 90-day supply	Covered - 100% less copay	Not Covered

Prescription Drug Copays

Fixed Dollar Copay (up to 30 day supply)	\$7 for each generic prescription \$25 for each brand formulary prescription \$50 for each brand non-formulary prescription	In-network copay plus 25% of the approved amount
90-day Retail/Mail Order Prescription Drugs	\$14 for each generic prescription \$50 for each brand formulary prescription \$100 for each brand non-formulary prescription	Not covered

Vision Benefits Summary

	Benefit Description
Eye Exam	\$20 copay; plan pays a maximum of \$40

Lenses (in lieu of contact lenses)**	
• Single Vision	\$10 copay; plan pays a maximum of \$35
• Bifocal lenses	\$10 copay; plan pays a maximum of \$55
• Trifocal lenses	\$10 copay; plan pays a maximum of \$90
• Progressive lenses - basic category	\$10 copay; plan pays a maximum of \$110
• Progressive lenses - standard	\$10 copay; plan pays a maximum of \$166
• Progressive lenses - premium	\$10 copay; plan pays a maximum of \$190
• Progressive lenses - digital	\$10 copay; plan pays a maximum of \$218

*All progressive lenses include scratch resistant treatment and ultraviolet protection. For all other lens styles, this may be added for an additional charge

Frames (in lieu of contact lenses)**	\$10 copay; plan pays a maximum of \$120
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**Lenses and frames each require a \$10 copay for a total of \$20. Lenses and frames are covered in lieu of contact lenses

Contact lenses (in lieu of frames and lenses)	\$20 copay; plan pays a maximum of \$230
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Extras and Add-ons:	
• Glare-free - Standard	Plan pays a maximum of \$45
• Glare-free - Premium	Plan pays a maximum of \$76
• Photochromic	Plan pays a maximum of \$72
• Polarized sun lenses	Plan pays a maximum of \$105
• Solid tints	Plan pays a maximum of \$16

Benefit Frequency	
• Exam	Every 12 months
• Lenses	Every 12 months
• Frames	Every 12 months
• Contact lenses	Every 12 months
• Extras and Add-ons	Every 12 months

THIS FORM PROVIDES BENEFIT HIGHLIGHTS AND IS NOT A CERTIFICATE OF INSURANCE

Dental Benefits Summary

	Benefit Description	Example of Services Covered
Deductibles	\$25 for one member, \$50 for the family (when two or more members are covered under your contract) each calendar year	Applies to Basic and Major services only

Plan Maximums		
• Diagnostic/Preventive Services, Basic Services, and Major Services (combined)	\$1,750 per person each calendar year	See below
• Orthodontia Services (for dependent children, up to age 19)	\$1,500 per dependent child (up to age 19) in a lifetime	See below

Plan Paid Coinsurance		
• Diagnostic/Preventive Services	Covered - 100%	Oral exams (2 per calendar year), Consultations, X-rays, Flouride treatments, Space maintainers (dependent children up to age 14)
• Basic Services	Covered - 80%	Sealants, Amalgams and other restorative services, Endodontics, Periodontics, Oral Surgery
• Major Services	Covered - 80%	Cast restorations, Implantology, Prosthodontics
• Orthodontia Services (limited to dependent children, up to age 19)	Covered - 80%	All services related to orthodontia treatment

Usual and Customary (U&C) Allowance Table		
• Diagnostic/Preventive Services	U &C at 90th percentile	Not applicable
• Basic Services	U&C at 90th percentile	Not applicable
• Major Services	U&C at 90th percentile	Not applicable
• Orthodontia Services (limited to dependent children, up to age 19)	U&C	Not applicable

THIS FORM PROVIDES BENEFIT HIGHLIGHTS AND IS NOT A CERTIFICATE OF INSURANCE