AGREEMENT BETWEEN THE MILLSTONE TOWNSHIP BOARD OF EDUCATION AND THE

MILLSTONE TOWNSHIP TEACHERS'-BUS DRIVERS'

ASSOCIATION

FOR THE SCHOOL YEARS

1992-93, 1993-94, AND 1994-95

MILLSTONE TOWNSHIP DUS DRIVER'S CONTRACT

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PREAMBLE

This agreement entered into this ______ day of ______ 1992 by and between the Board of Education of Millstone Township, hereinafter called the "Board" and the Millstone Township Teachers'-Bus Drivers' Association, hereinafter called the "Association".

ARTICLE I RECOGNITION

- The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations of the terms and conditions of employment of all staff members who are regularly scheduled to transport students on a contract or time sheet basis and who are employed in any of the following position classifications:

 Bus Drivers and Van Drivers
- 1.2 Definitions: "Driver(s) shall include all class (A&B) Bus and class (C) van driver(s) and any references to male employees shall also include female employees and any reference to female employees shall also include male employees.

ARTICLE 11 NEGOTIATION PROCEDURE

- 2.1 The majority representative shall submit in writing a letter of intent to commence negotiations to the Board by October 1, prior to the commencement of negotiations in the school year in which this Agreement expires.
- 2.2 Any Agreement so negotiated shall be reduced to writing. Ratification of the Agreement shall new occur when it is approved by the constituencies of the Board, and the Association, by such voting majorities as may be required by law, or policy.
- 2.3 This Agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

ARTICLE III GRIEVANCE PROCEDURE

- A grievance is a claim by an driver or the Association based upon the interpretation, application, or violation of this agreement, policies, or administrative decisions affecting the negotiated terms and conditions of an employee or a group of employees. It is the intention of the Association and the Board to set forth the procedure for the processing and determination of any and all claims permitted by law to be subject to the negotiated grievance procedure, and both shall be governed by these negotiated terms.
- 3.2 An "aggrieved person" is the person, persons or Association making the claim.
- 3.3 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and as a waiver of any further right of appeal.
- 3.4 It is understood that drivers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3.5 In order for a grievance to be processed under this procedure, the grievance must be initiated within ten (10) working days of the occurrence. The grievance form, Addenda A, shall be utilized.

Level One - Transportation Coordinator

3.6
The aggrieved person shall first discuss the grievance with his/her Transportation Coordinator or immediate supervisor with the objective of resolving the matter informally.

3.7 Level Two -Business Administrator/Board Secretary

If the grievance is not resolved informally to the satisfaction of the aggrieved person, or if no response has been given by the immediate superior within five (5) working days after the informal discussion, then the aggrieved person shall file the grievance in writing with immediate supervisor within five (5) working days after the immediate supervisor's response or ten (10) working days after the informal discussion, whichever is sooner. At all levels of the prievance procedure commencing with Level Two, the grievance shall be in writing and shall contain the following information: a) articles, policies, and administrative decisions allegedly misinterpreted, misapplied, or violated. b) specific nature of the grievance and date of occurrence. c) remedy sought. d) date and results of previous discussion. e) reasons for dissatisfaction with previous decision.

3.8 Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days after the presentation of the grievance at Level Two, he may file the grievance in writing to the Superintendent within five (5) working days after the decision at Level Two or ten (10) working days after the grievance was presented, whichever is sooner.

3.9 Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, he may, within five (5) working days after the decision by the Superintendent or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sconer, file the grievance in writing to the Board of Education. The Board or a committee thereof shall review the grievance and may, at its sole discretion, hold a hearing with the employee and render a decision in writing within thirty (30) working days of receipt of the grievance by the Board.

3.10 Level Five - Arbitration

- a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Four or if no decision has been rendered within thirty (30) working days after the grievance was delivered to the Board, he may, within five (5) working days after a decision by the Board, or thirty-five (35) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within five (5) working days after receipt of a request by the aggrieved person.
- 3.11 The parties shall use the Public Employment Relations Commission and be bound by its rules and procedures in the selection of the arbitrator.
- 3.12 Such determinations the arbitrator shall make shall be nonbinding except as the final step with respect to disputes involving reprimands and discipline and shall be limited to violations of the express, written terms of the locally regotiated agreement.
- 3.13 The arbitrator shall be limited to the issues submitted to him and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. His/her findings shall be returned to the Board and the Association within thirty (30) days after the hearing or the submission of final briefs.
- 3.14 Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fees and expenses, if any, of the arbitrator.
- 3.15 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.16 The phrase * "working days" as it appears in Article III of this Agreement shall not be construed to include Christmas recess, spring recess or the summer recess.

* working days are days employees are expected to report to work.

ARTICLE IV DRIVER RIGHT AND RESPONSIBILITIES

- A driver shall receive a copy of any complaint or criticism prior to its being placed in his/her personnel file. Said driver shall have the right to meet with the supervisor or administrator and that if such a request is not made within five (5) working days of delivery of the complaint to the employee, then the employee shall waive his right to that meeting (although the employee would still be permitted to prepare a response which will be attached to complaint prior to it being placed in his or her personnel file.) Employee shall sign all correspondence verifying that he/she received a copy of complaint.
- 4.2 Drivers may have access to their personnel files (with 24 hour prior request, during normal central office hours, and in presence of a confidential secretary) and that driver evaluations shall be conducted and maintained in accord with Board of Education policies and procedures.
- 4.3 Required annual physical shall be taken at Board of Education expense. The cost of physical shall not exceed Board's physician rate.
- 4.4 Any damage to a bus, van, or other property must be reported to the Board of Education office within twenty four (24) hours.
- 4.5 Complaints by an Administrator of the performance of a driver(s) shall be made in confidence.
- 4.6 a. Drivers in the bargaining unit shall be evaluated in writing once a year, no later than April 30 th.
 - b. A conference concerning the evaluation shall be held with the driver and supervisor. The driver shall be given a copy of the evaluation report at least twenty-four (24) hours prior to the conference and shall have the right to respond in writing to it. A copy of the response shall be attached to the evaluation report provided it is given to the evaluator no later than fifteen (15) working days following the conference.

c. The driver shall sign copy of the year end evaluation report to acknowledge receipt of a copy of same, but the signature shall not constitute agreement with contents of the report. No driver shall be required to sign a blank or in-completed evaluation form. See Addenda "".

ARTICLE V ASSOCIATION RIGHT AND PRIVILEGES

- 5.1 The Board agrees to make available to the Association information in the public domain.
- 5.2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings provided that the Superintendent grants approval.
- 5.3 Except for emergency situations, during the school year, if the Board changes the school calendar, then notification of such change shall be sent to the Association by the next scheduled pay period.

ARTICLE VI DRIVER EMPLOYMENT

- 6.1 Nothing in this Agreement is to be interpreted as denying the Board's authority to refuse a contract salary increment, or raise for unsatisfactory service as determined by the Board.
- 6.2 All drivers who shall not receive a contract, salary increment, or raise shall be notified in writing no later than August 1. All drivers who receive contracts shall have contracts by October 1.
- 6.3 Previously accumulated sick days shall be restored to all returning drivers on Board approved leaves but no days shall be added for the period of the leave.
- 6.4 In case of reduction in force, the last driver hired will be the first one released. Drivers shall be recalled in the reverse order of released that is, the most senior driver shall be recalled first, before any new drivers are hired.
- 6.5 A list shall be posted May 15, for any interested drivers to sign up for summer work. Work will be awarded by seniority. A contract for summer work will be awarded. Contract will be issued prior to commencing of work.
- 6.6 Bus Routes will be established by the beginning of the school year and all drivers will have the option to bid on routes based on seniority. In the event of an emergency ie. new bus run the administration will have discretion on driver replacement based on seniority as long as it fits in driver's established contract route.

ARTICLE IX ASSIGNMENTS

The Board establishes all assignments. Assignments will be chosen according to seniority, determined by years of service in this district, subject to Board approval in cooperation with the transportation co-ordinator.

Selection shall be according to the following procedure. Driver by seniority order will choose on first choice selection. Second choice selection will begin after entire seniority list has been completed. (Time frame must be compatible with first choice selection) etc.

9.2 In the event that a first choice existing contracted route is cancelled by the Board of Education, driver affected shall activate the bumping process by seniority within 10 school days in writing. Any driver with an existing noontime, midday, and late run that is eliminated by the Board of Education, shall have first preference to any additional route.

ARTICLE X WAGES

10.1 SALARY GUIDES 1992-1995

<u> 1992-93</u>

STEP	"C" LICENSE	"B" LICENSE
1 2	10.25 10.45	12.25 12.45
3	10.70	12.70
4	10.95	12.95
5	13.55	14.55

1993-94

STEP	"C" LICENSE	"B" LICENSE
1 2	10.70 10.95	12.70 12.95
3	11.20	13.20
4 5	11.45 14.05	13.45 15.05

1994-95

STEP	"C" LICENSE	"B" LICENSE
1	11.35	13.35
2	11.60	13.60
3	11.85	13.85
4	12.10	14.10
5	14.70	15.70

Van drivers receiving longevity pay during the 1991-92 year shall be placed on their step on the "B" license guide with no longevity pay for the duration of this contract.

10.2 FIELD TRIPS

Drivers shall be paid an hourly rate equal to 75% of his/her regularly rate for all approved hours on field trips, class trips, and similar trips, involving the transportation of students.

- a) All approved field trips shall be posted 3 days prior to trip. Driver shall be awarded trip on basis of seniority as soon as possible.
- b) Upon drivers request, an itinerary and directions will be provided at least twenty-four (24) hours before field trip. Tolls and parking expenses shall be provided to drivers prior to trip. Drivers will provide receipts.

10.3 IN SERVICE MEETINGS

Each driver shall attend up to five (5) inservice meetings per year. The meeting at which runs are selected is counted as one (1) of the five. The other four (4) meetings may be no longer than one (1) hour in length. Any additional meetings or overtime for meetings will be paid at the driver's negotiated rate. Drivers shall be notified 72 hours in advance of said meetings, with agenda available.

ARTICLE XII SHORT TERM LEAVE

12.1 SICK LEAVE

- A. Each person employed as a driver at the end of a work year who resumes employment as a driver at the beginning of the next work year shall be credited with ten (10) sick leave days on the first day he/she actually works in the next year.
- B. A newly employed driver will be credited with one (1) sick leave day at the completion of each full calendar month he/she works during the first work year.
- C. Unused sick leaves shall accumulate without limit and a record of accumulated sick leave will be issued to each driver annually by October 15.
- D. The Transportation Co-ordinator, or the acting Transportation Co-ordinator, will work with the Association to create a system for the purpose of deduction of sick and personal days. In the absence of a mutually agreed to system, any portion of such days that are less than 1/2 will be deducted as 1/2; any portion of such days that are greater than 1/2 will be deducted as full day. Any system worked out by the Transportation Co-ordinator and the Association must be approved by the Board Secretary/ Business Administrator.

12.2 Personal Leave

Except as otherwise stated in this agreement, a driver may be granted up to two (2) days without loss of pay, for personal business during the school year, upon approval of the Superintendent. These days may not be accumulated.

All personal leaves are subject to the following conditions:

a) Personal leave shall be limited to urgent legal family, or personal matters which necessitates the driver's absence on a school day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours.

- b) Requests for personal leave shall be filed with the Superintendent, or his designee at least three (3) school days in advance of the contemplated absence on the district approved form. The driver shall state the reason for the request.
- c) Personal days will not be granted on the first five (5) days of school, or on days immediately preceding or following a holiday or a scheduled school recess.
- d) The Superintendent, or his designee, shall review each application and approve or disapprove the request.
- e) In an emergency, the Superintendent, or his designee upon being informed by the driver of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in b. or c. above impose an undue hardship.
- All drivers shall be allowed up to a maximum of five (5) consecutive calendar days for death in the immediate family to be used within five (5) days of the funeral. The immediate family shall be defined as husband, wife, mother, father, son, daughter, brother, sister, and other members of the immediate household. At the discretion of the Superintendent, an additional two (2) consecutive calendars days for death in the immediate family, as defined above, may be granted.
- 12.4 Jury Duty/
 If a driver has to serve on jury duty, he/she will
 be compensated the difference between his/her
 regularly daily wages and what he/she receives from
 jury duty. Upon notification to serve on jury duty
 if conflicts with work schedule, the driver shall
 request letter of postponement by administration.

ARTICLE XIV EXTENDED LEAVE

- 14.1 A driver who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - A. Maternity
 - 1. Leave of absence for reasons of disability due to pregnancy may be granted upon application by the candidate.
 - 2. An employee granted maternity leave without pay during the period of her disability, according to the provisions of this section, and may at her discretion, elect to use all or any part of her accumulated sick leave during the period of such leave.
- 14.2 Childcare /Family Leave
 - 1) Leave of absence for reasons of child care due to the birth or adoption of a child may be granted for up to twelve(12) weeks in any twenty-four (24 month period, upon application by the candidate.
 - 2) Leave of absence for reasons of the serious illness or health condition of a family member of the employee may be granted for up to twelve (12) weeks in any twenty-four (24) month period in accordance with the terms of the Family Leave Act for eligible employees.
 - 3) Any employee seeking a leave of absence for child care or family leave shall apply to the Board for said leave upon reasonable notice. At the time of said application, the employee shall specify in writing the date on which he/she wishes to commence leave and the date on which he/she wishes to return to work.
 - 4) The provisions of this section shall be administered in accordance with provisions of the Family Leave Act and application regulations.

ARTICLE XVI INSURANCE

- The Board shall offer all drivers hired July 1, 1992 or thereafter covered by the Agreement and regularly scheduled to work twenty (20) hours per week or more the option to enroll in either the Connecticut General or similar Health Benefits Plan for individual coverage, or in the Washington National Income Protection Plan, provided the cost of the Washington National Income Protection Plan does not exceed the cost of the plan in force. Any additional coverage shall be available at their own expense.
- All benefits previously enjoyed by unit drivers hired prior to June 30, 1992 shall be continued in the contract at the same levels previously enjoyed; however with respect to medical insurance, drivers currently covered shall retain the current levels of benefits.
- 16.3 In case of reduction in force, health benefits will be terminated to all drivers terminated, within thirty (30) days.

ARTICLE XVII DEDUCTIONS

- 17.1 Deductions from each driver's salary shall be in accordance with the New Jersey Statues for the following.
 - 1) Summer Pay Plan
 - 2) Tax Sheltered Annuity
 - 3) Pension and Armuity Funds & Loan Repayments
 - 4) Contributory Insurance
 - 5) Association Payroll Deduction
 - 6) Health and Welfare Insurance
 - 7) Eighty-five percent representation fee for non-members

ARTICLE XVIII REPRESENTATION FEES

18.1 A. Purpose of Fee:

If a driver does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the driver's per capita cost of services rendered by the Association as majority representative.

- 18.2 B. Amount of Fee
 - 1. Notification

Prior to the beginning of each membership year the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the laws of the state of New Jersey.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representative fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of the amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

18.2 1. Notification

Once during each membership year covered in whole or in part of this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- D. Indemnification and Save Harmless Provision
- 1. Liability The Association agrees to idemnify and hold the Board harmless against any liability which may arise by reason of any actions taken by the Board in complying with the provisions of the Article, provided that:
 - a. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
 - b. If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception

It is expressly understood that the above said liability will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE XIX MISCELLANEOUS PROVISIONS

- This agreement incorporates the entire understanding of parties on all matters which were or could have been the subject of negotiation. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- The Board reserves to itself sole jurisdiction and 19.2 authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations (1) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 19.3 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application 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.
- 19.4 If a summer bus route is terminated a five (5) day cancellation notice will be given to driver.
- 19.5 If a bus route is cancelled and board is paying driver, then board has right to have driver perform other duties, within the scope of driver's job description.

- 19.6 A driver who resigns during the life of this contract for retirement purposes to receive immediate pension payments, shall be compensated for up to one hundred (100) accumulated sick leave days at a rate equal to twenty (20) dollars for each day, provided:

 1. The driver submits formal notice to the Board by April 1, immediately preceding the effective date of retirement: and
 - 2. The effective date of retirement coincides with the end of the driver's work year.
- 19.7 Drivers will have option at end of each school year to sell back his/her sick days at a cost of fifty (50) dollars /sick day. Previous school year sick days can not be sold at this cost. Once the year is completed, the days can be used, or carried forth to be used as described in Article 19.6.

ARTICLE XX DURATION

This agreement shall be effective as of July 1, 1992, and shall continue until June 30, 1995.

In witness whereof the parties hereto have caused this Agreement to be signed by president and secretary and the Board has caused this agreement to be signed by president and secretary and its corporate seal to be placed hereon at Millstone Township, Monmouth County, New Jersey.

ASSOCIATION		BOARD OF EI	DUCATION
PRESIDENT	DATED	PRESIDENT	DATED
SECRETARY	DATED	SECRETARY	DATED

MILLSTONE TOWNSHIP BOARD OF EDUCATION Clarksburg, NJ 08510

ADDENDUM A 1 OF 2

GRIEVANCE FORM

Grievant's Name	Grievance No.
Work Location	
Job Title and Grade	
Immediate Supervisor	
e of Level One Informal Discussion_	outcome at Level One and wish to proceed
Grievant's Signature	Date
*************	************
Level Two: Principal or Supervisor	
Date Received	Date Answered
Disposition Denied	Granted
	Date
*************	************
Level Two: I am not satisfied with the Level Three.	outcome at Level Two and wish to proceed
Grievant's Signature	Date

MILLSTONE TOWNSHIP BOARD OF EDUCATION Clarksburg, NJ 08510

ADDENDUM A

GRIEVANCE FORM

Level Three: Superintendent	
Date Received:	Date Answered:
Disposition Denied	Granted
Superintendent's Signature	Date

Grievant's Signature	Dat.e
**************************************	*************
Date Received	Board Hearing Date
Date Answered	
Disposition: Denied	Granted
Reason	

Level Four: I am not satisfied with the to Level Five.	e outcome at Level Four and wish to proceed
Grievant's Signature	Date
*********	********
Level Five: The grievant is not satisf Association wishes to proceed to arbit	ied with the outcome at Level Four and the ration.
Association Officer's Signature	Date
Grievant Copy MTTA Copy Administration Copy	

HILLSTONE TOWNSHIP SCHOOLS BUS DRIVER EVALUATION

Evaluated by		Dat	te
This report will be complete will be given to the employ office and one copy with temployee does not necessarisimply that he/she has had the supervisor.	ee. One copy w the appropriate ly mean that he	vill be filed in supervisor. e/she agrees wit	n the superintendent's The signature of the th the evaluator, but
PART_I	Exceeds Job Requirements	Meets Job Requirements	Partially Meets Requirements
THE PERSON			
Attitude toward work Courtesy Stability Punctuality Attendance Naintains an acceptable safety record			
IORK PROGRAM	-		
Quality of work Knowledge of state & federal school bus regulations Ability to work without supervision Compliance with written instructions Compliance with oral instructions Compliance with safety regulations Maintains a clean vehicle Transports only authorized students Discharges students only at authorized locations Submits daily inspection forms in a timely manner RELATIONSHIP WITH OTHERS			
Teachers Administrators Pupils/maintains discipline Public individuals			

^{*} This form is subject to revision at the discretion of the administration, with prior notice to the association.

EXCEEDS JOB QUIREMENTS	Indicates high performance in quality of his/her work, with minimal supervisory guidance.
MEETS JOB REQUIREMENTS	Indicates that the employee meets the reasonable and usual expectations for the performance of his/her assignment.
PARTIALLY MEETS	Indicates that assignments and responsibilities are not being handled as well as desired, and improvement is required for a satisfactory performance of duties.
PART II	
General appraisal of thi	s person as a member of your organization:
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
r~8T_III	
Signature of Employee Fo	Ollowing Conference Signature of Supervisor
Date of Conference	
PART IV	
Employee's Response: The The response should be conference on the evaluation	is space is provided for the employee's response, if any returned to the evaluator within ten(10) days after the tion.
No Response	Response as below

inature of Employee

Date