

SUPPORT STAFF CONTRACT

BETWEEN THE

CRAWFORD AUSABLE

SCHOOL DISTRICT

GRAYLING, MICHIGAN

AND THE

CRAWFORD AUSABLE

BUS DRIVER EMPLOYEES FEDERATION

Affiliated With
MFT, AFT, AFL-CIO

2011-2012

2012-2013

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**BUS DRIVER EMPLOYEES
MASTER AGREEMENT
2011 - 2013**

This Agreement is entered into by and between the Crawford AuSable Bus Driver Federation affiliated with MFT, AFT, AFL-CIO, hereinafter termed the "Union", and the Crawford AuSable School District, hereinafter termed the "Board", who shall be the sole parties to this Agreement.

**ARTICLE I
RECOGNITION**

- A. The Board hereby recognizes the Union as the exclusive bargaining representative for all bus driver personnel, probation and on per diem appointments, employed or to be employed by the Board (whether or not assigned to public school building), but excluding confidential and supervisory personnel. The term "employee" or "bus driver" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined, and reference to one sex shall include the other.
- B. Within thirty days of the beginning of their employment hereunder, the bus drivers may sign and deliver to the Board an authorization for deduction for credit unions, savings bonds and membership dues and assessments of the Union upon such conditions as the Union shall establish, such sum to be deducted from the regular salaries of all members and remitted not less frequently than monthly to the Union.
- C. Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under the Revised School Code of 1996, as amended, all regulations pursuant thereto, and other laws and regulations. The rights granted to bus drivers herein shall be deemed to be in addition to those provided elsewhere.

**ARTICLE II
FINANCIAL RESPONSIBILITY**

- A. Any bus driver who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay a service fee to the Union, which shall be an amount equal to the dues required to be paid by the members of the Crawford AuSable Bus Driver Employees Federation affiliated with MFT, AFT, AFL-CIO. The employee may authorize payroll deduction for such fee in the same manner as provided in the preceding Article. In the event that an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the employment of such employee. The parties recognize that the failure of any employee to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
 - 1. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.
 - 2. If the employee fails to comply, the Union shall file charges in writing with the Board and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.

3. The Board, upon receipt of said charges and request for termination, shall conduct a due process hearing on said charges. In the event the employee complies with the financial responsibility provisions herein at any time prior to discharge, the Union shall withdraw charges.
- C. The Board agrees to remit service fees which are payroll deductible not less frequently than monthly to the Union.
 - D. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify the Board for any cost for damages which may be assessed against the Board as the result of said suit or action, subject, however, to the following conditions:
 1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Union, after consultation with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court of other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
 3. The Union has the right to select legal counsel to defend any such suit or action.
 4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

This Article shall be effective retroactively to the date of this Agreement, and all sums payable herein shall be determined from said date.

ARTICLE III FRINGE BENEFITS

The following are fringe benefits under the terms of this Agreement. Benefits must be in compliance with provisions of the district insurance carrier(s):

- A. Sick Leave - Eight (8) days per year accumulative to 175 days. Sick leave for bus driver union members hired for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work.
- B. Personal Business - Four (4) days per year. Personal business days for bus driver union members hired for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work. Any personal business days not used may be accumulated as sick leave days up to 10, making a total accumulative sick leave of 185 days. All personal business days shall have (1) day notification, except in case of emergency, and may be used for any purpose at discretion of employee. Personal business days may not be used to extend a vacation. Up to four personal or sick days may be used for snow days at the individual employee's discretion.
- C. Health Insurance – The Board will pay for the individual and the individual's family up to the employers' contribution if the employee was hired before September 21, 2006. Those employees who work an average day of four hours or less shall receive the single subscriber Priority Health benefits, single subscriber dental benefits, single subscriber vision benefits, life insurance and long term disability insurance if the employee was hired before September 21, 2006. Those regular employees who work an average of four (4) hours per day shall receive the single subscriber Priority Health benefit single subscriber benefits, single subscriber dental benefits, single

subscriber vision benefits, life insurance and long term disability insurance if hired after September 21, 2006. Those regular employees working eight (8) hours will receive up to full family Priority Health benefits, full family subscriber dental benefits, full family subscriber vision benefits, life insurance and long term disability if hired after September 21, 2006. A full time employee who accepts a reduced schedule shall be subject to a reduction in Priority Health benefits as per above. Those who work an average day in excess of four hours will receive all fringe benefits including hospitalization.

The Board shall provide Priority Health as follows:

The Board shall provide the following monthly contribution towards the employee's total health care insurance, including vision and dental, as outlined below for the 2012-2013 school year.

Priority Health POS HSA Min Plan with prescription drug co-pay of \$10.00 for generic, \$40.00 for preferred brand, and \$40.00 for non-preferred brand drugs; and drug co-pay for 90 day supply of \$20.00 for generic, \$80.00 for preferred brand, and \$80.00 for non-preferred brand drugs. Employees may submit copies of prescription co-pays, up to \$150.00 per family, from the previous twelve months between May 15 and June 1 in that year for reimbursement by the Board. The Boards' health/dental/vision insurance annual contribution for the 2012-13 school year will be \$5,045.00 for Single Subscriber, \$11,177.00 for Two Person and \$13,369.00 for Full Family. This includes a fully funded HSA debit card, \$1,200/\$2,400 deductible plan.

The Board will not provide insurance coverage for Sponsored Dependents. The employee has the option of purchasing the Sponsored Dependent coverage for each fiscal year.

Changes in family status shall be reported by the employees to the Central Office within 30 days of such change.

The health care insurance year will change from September 1 through August to July 1 through June 30 beginning in September 1, 2008. Employee health care contribution will be deducted over eighteen pays starting on the second pay in September.

Effective July 1, 2011, the remaining health care pooling funds for the employees, will be held in reserve. All expenditures from these funds will be approved by the Health Wellness Committee before payment will be made.

- D. Dental Insurance - The Board shall provide at no cost to the employee dental insurance with \$1,000.00 annual maximum and a payment schedule of 75% for preventive, 50% for restorative and 50% for dentures/bridges as provided within the guidelines of the insurance policy procedures. The Board contribution will be as outlined in Article III,C,1.

A self funded orthodontic benefit will be provided on a one time basis per dependent child under the age of 19 in the amount of \$750.00. The benefit will be paid upon presentation of a receipt for services to the business office.

- E. Optical Insurance - The Board shall provide at no cost to the employee, a complete vision care insurance program which shall provide coverage equivalent to the BC/BS A-80 vision package. The Board contribution will be as outlined in Article III,C,1.
- F. Holidays – Bus drivers will be paid for Labor Day, Thanksgiving, Christmas, New Year's Day and Memorial Day if they work a school scheduled day before or the day after.
- G. Holidays - The mechanic will work the full year and will be expected to report for work when school is not in session, including snow days and will also receive full days pay for the following holidays: (1) Labor Day, (2) Thanksgiving Day, (3) the day after Thanksgiving Day, (4) Christmas

Eve Day, (5) Christmas Day, (6) New Year's Eve Day, (7) New Year's Day, (8) Memorial Day, (9) the Fourth of July, and (10) the first day of spring Break or Good Friday. The mechanic must work the day before or the day after to be paid for the holiday.

H. Vacation - The following is scheduled paid vacation for the mechanic:

- After 1 full year of service - 10 days
- After 5 full years of service - 15 days
- After 10 full years of service - 20 days

Paid vacation for a mechanic hired for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work.

I. Life Insurance - The Board shall provide without cost to the employee, group term life insurance protection which shall pay to the employee's designated beneficiary the sum of \$35,000.

J. Long Term Disability Insurance - The Board will purchase Long Term Disability Insurance from a private carrier with coverage beginning on the 61st calendar day providing payment of 66 2/3% of the employee's base wage up to the end of the disability. The insurance shall cover disability due to mental illness. This insurance will not cover substitute employees. Certification of disability and payments of benefits shall be determined by the insurance carrier.

This provision will provide payment of 66 2/3% of the employee's base wage at the time of qualification for disability. The total amount of the payment is frozen at that level for the time that the employee receives benefits. Social security and Michigan Public School Employees' Retirement System shall be deducted from the payment.

K. Insurance Option Program – Individuals who are only eligible for the single subscriber benefits under Article III, C, will only be eligible for half of the Insurance Option Plan.

Option 1 - Individuals who are employed on a full time basis may elect not to take their family health insurance coverage and substitute a Board purchased annuity in the amount of \$1,800.00 or a cash payment in the amount of \$1,800.00. These employees will contribute 15% towards their dental and vision insurance premiums.

Option 2 - If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article III,C,D and E) a board purchased annuity in the amount of \$2,500.00, or a cash payment in the amount of \$2,500.00, will be substituted. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year. Payment to the carrier and cash payment will be made no later than November 30 for employees starting the school year. Payment and annuity will be administered through a Section 125 plan. The annuity will be prorated if an individual does not work an entire year. Any employee hired after September 21, 2006 will follow the eligibility requirements under Article III,C.

Option 3 - Those persons whose spouses are employed by the school district may purchase an annuity in the name of the spouse who is a member of the bargaining unit and who is not listed as the health insurance insured or a cash payment in an amount of \$1,800.00. These employees will contribute 15% towards their dental and vision insurance premiums. If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article III, C, D, and E) a board purchased annuity in the amount of \$2,500.00, or a cash payment in the amount of \$2,500.00, will be substituted. Notice to enroll in this plan must be given in writing to the Business Office no later than 9 days after employment or September 9 for employees starting the school year. Payment to the carrier and cash payment will be made no later than November 30 for employees starting the school year. Payment and annuity will be administered through a Section 125 plan.

- L. Paid Days – Fifteen (15) work days vacation will be paid to bus drivers by the school district during scheduled vacation work days when school is not in session. Paid vacation for bus drivers for a partial year or terminating employment with the district shall be pro-rated dependent on the portion of the year they work.
- M. Licenses - The cost of a bus driver's license(s) will be paid after four consecutive full years of service. This will include substitute drivers. Reimbursement shall only be paid on the bus driving endorsement(s) portion.
- N. Jackets – The Crawford AuSable School District will purchase personalized jackets, as approved by the Supervisor, up to \$75.00 per jacket, for regular drivers of the transportation unit every two (2) years. Substitute drivers will receive a jacket in their 2nd year of substitute driving. It is mandatory the driver wears the jacket while representing the district.
- O. Insurance While on Layoff - A laid off driver shall receive Priority Health insurance benefits as herein provided for a period of six (6) months following the effective date of their layoff or until equally covered by a subsequent employer, whichever is less.
- P. Substitute Drivers - Substitute bus drivers employed ninety (90) work days in a specific driving position (if the position is eligible for benefits) shall receive health, dental, vision, life and long term disability insurance benefits. All benefits will cease on the last day of the month the substitute driver is employed in that specific driving position. Substitute drivers may be transferred between routes, but still fulfilling the intent of “specific driving position” provision of this paragraph as determined by the transportation supervisor.
- Q. Fringe Benefits - All fringe benefit provisions of this contract are subject to the approval of the insurance carrier of record.
- R. Termination Pay - When ending employment with the district after 15 years or more of service, the employee will receive termination pay for each unused sick day at a rate of 50% of the current contractual starting bus driver rate with a cap of \$5,000.
- S. Retirement - An employee who has attained five (5) or more years of service as an employee with the Crawford AuSable School District shall be entitled to receive a one time non-elective employer paid contribution of \$1,250.00 to the Legend Group. The one time non-elective employer paid contribution must be taken before the age of 62. The one time non-elective employer paid contribution is subject to applicable contribution limits under the Internal Revenue Service (the “IRC”). If the amount exceeds the employee’s applicable contribution limit, the portion of the contribution in excess of the employee’s applicable contribution limit shall be paid directly to the employee, subject to applicable employment withholding. Application for early retirement shall be made to the district in writing to the Superintendent by April 1 of each year. Retirement is defined to mean severance from regular or contractual employment with the district. Any employee hired on or after September 21, 2006 will not be eligible for this benefit.

ARTICLE IV
PROFESSIONAL COMPENSATION

- A. The Basic salaries of employees covered by this Agreement are attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement. Any employee who works over and above the regular 40 hour week will be compensated at 1½ times his/her regular hourly wage. Sunday work will be compensated at two times the hourly wage. In order for an employee to receive overtime pay, he/she must physically work the full 40 hour week prior to the overtime hours worked. If an employee works additional time or overtime in a different job classification, the employee will be compensated accordingly at the hourly wage for

that job classification, at the step the employee is currently employed at. Whenever the situation arises that requires work over and above the regular 40 hour work week, assignments of personnel will be made by the supervisor involved and will be scheduled equally among employees. Employees called in on off hours will be paid two hours minimum pay. All scheduled overtime must be approved by an Administrator.

- B. Employees will be paid on the 15th and the last day of the month. Payroll checks will be direct deposited into the employee's designated financial institution.
- C. Employees required in the course of their work to drive personal vehicles from one school building to another, shall receive a vehicle allowance set equal to federal government standards rounded down to the nearest cent at July 1 annually. The same allowance shall be given for use of personal vehicles for field trips or other business of the district. The Board shall provide property damage and liability insurance protection for employees when their personal vehicles are used as provided in this section.
- D. An employee called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between their regular pay and the pay received for the performance of such obligation.

ARTICLE V WORKING CONDITIONS

- A. The Board shall make available in each school, adequate lunchrooms, restrooms and lavatory facilities for teachers and employees use and at least one room appropriately furnished which shall be reserved for use as a transportation employees' lounge.
- B. Telephone facilities shall be made available to employees for their reasonable use.
- C. Adequate parking facilities shall be made available to employees for their exclusive use.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such person. The private and personal life of any employee is not within the appropriate concern or attention of the Board.
- E. The Superintendent or a designee will attend bus driver meetings whenever possible.
- F. Priority will be given to members of this contract for extra trips, when a school bus is required, before the assignment is given to non-members. If reasonable contacts are made or member's refuse, non-members will be assigned. The extra trip list sign-up sheet for the following week shall be posted by 2:00pm on the preceding Wednesday, and remain posted until 9:00am on the preceding Friday while in effect, and assignments must be prepared and need to be posted by 4:00pm upon the last day of the scheduled work week, whenever possible.
- G. Transportation for Student Activities: In general, the transportation of student groups for scheduled activities including athletics and fine arts activities will be on pupil transportation vehicles driven by unit members. There are, however, some circumstances under which the transportation of such groups may be in private vehicles driven by parents or non-unit school employees, district vans or station wagons driven by non-unit school employees, or by public or private transport contracted by the district. Such cases will be determined by administration for the purpose of convenience, comfort, or cost effectiveness. In such cases, the appropriate administrator will convey the details and rationale regarding the decision to the Union.

- H. **Special Needs Students:** In cases where the behavior of a student directly related to the student's legally identified disability or handicapping condition may potentially manifest itself on district transportation (as determined by administration), a representative of the transportation department will be involved in either; a.) A consultation with district personnel related to child study's investigation regarding the student; b.) A MET meeting regarding the student; c.) An IEPC planning meeting regarding the student; or d.) The student's IEPC.
- I. **Overflow Work Outside the Unit:** The district has a history of making work available to transportation unit employees that is not assigned to a specific unit, that is beyond the capacity of a specific unit, or that is seasonal work in cases where it is not cost effective to hire additional year round employees. The district will continue to consider transportation unit employees for such work when district finances allow and when it is financially to the district's advantage to do so. This language is not to be interpreted as precluding sub-contracting such work, assigning such work to the bargaining unit in which the work logically exists, hiring temporary personnel or students to perform such work, or eliminating such work completely.
- J. All unit members can receive Hepatitis B shots at district cost.

ARTICLE VI
VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any position or any new position including extension of hours in the District shall occur, the Board shall publicize the same by giving written notice of such vacancy to the Federation and providing for appropriate posting in every school building. No vacancy shall be filled except in case of emergency on a temporary basis until such vacancy shall have been posted for at least five (5) working days.
- B. Any qualified employee may apply for such vacancy. In filling such vacancy, the Board agrees to give due weight to the background and attainments of all applicants, the length of time each has been in the unit and other relevant factors. An applicant with less service in the unit shall not be awarded such position unless his/her qualifications as outlined in job description and/or job posting therefore shall be substantially superior to applicants with greater seniority. The Board declares its support of a policy of promotions when merited from within its own staff, including promotions to supervisory or executive levels. Seniority in the unit, for purposes of this Agreement, shall mean continuous employment as an employee of the bus driver unit, but shall exclude all periods when the employee was on leave of absence for any cause.
- C. In filling vacancies when substitute drivers have made application, the criteria for filling a position shall be based on qualifications, quality of work, evaluations, and other relevant factors. Seniority as a criteria shall also be considered but lesser in importance than the above criteria.
- D. Employees shall not be guaranteed any position which would cause the individual to work in excess of 40 hours per week for regular runs.
- E. In case of transfer or promotion, there will be no reduction to present pay scale. Three consecutive refusals for substitute work for a substitute driver require that the substitute drop to the bottom of the seniority list for full time available positions and also to the bottom of the substitute list for seniority.
- F. A position may have up to ½ hour added to the original posted hours without reposting the position. It is understood that the Bus Driver Employees Federation will receive notification of the increase in hours beyond the posted hours.

ARTICLE VII
SENIORITY, LAYOFF, AND RECALL

SENIORITY

- A. No later than thirty (30) days following the ratification of this Agreement and/or by September 30 thereafter, a seniority list shall be prepared by the Board and submitted to the Union for approval. The Union may request an updated seniority list to be approved at staff meetings.
- B. In the event that a reduction of personnel shall become necessary, the following method shall be used in determining the order of retention for all other employees:
 - 1. Any employee who requests layoff will be laid off first.
 - 2. Those employees with the greatest seniority in the unit shall be retained; provided that they qualify for a position and said position is not claimed by an employee with greater seniority who meets the requirements of the paragraph.
 - 3. If two or more employees are found to have equal status in (2) above, the employee possessing the most seniority in the bargaining unit shall be retained.
 - 4. If two or more employees are found to have equal status in (2), and (3) above, the employee originally employed by the district at the earliest date shall be retained.
 - 5. If two or more employees are found to have equal status in (2), (3) and (4) above, the employee with the highest last four social security digits shall be retained.
- C. The seniority list shall be published and copies furnished to the Union. Periodic revisions shall be derived, published and distributed in the same manner.
- D. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.

LAYOFF

- A. Reduction in Personnel
 - 1. No employee shall be laid off pursuant to a necessary reduction in personnel unless there is substantial decrease in the students enrolled in the school district, there is substantial decrease in the revenues of the school district or there are other substantial budgetary considerations which shall have detrimental effect on the district. The decision as to the existence of cause for necessary reduction in personnel shall be subject to the grievance procedure.
 - 2. No employee shall be discharged pursuant to a necessary reduction in personnel.
 - 3. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified of said layoff at least forty five (45) days prior to the commencement of the layoff period.
- B. Layoff Benefits
 - 1. When reduction of staff is necessary, all requested leaves of absence for any reasonable purpose shall be granted by the Board.
 - 2. A laid off employee shall receive insurance benefits as herein provided for a period of six

months following the effective date of his/her layoff, or until equally covered by a subsequent employer, whichever is less.

3. The Board and the Union shall jointly establish a priority substitution list, based upon seniority as described herein, including all bargaining unit members affected by layoff. Such list shall be used in the selection of members to substitute for any employee on sick leave or other types of leaves.

RECALL

- A. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
- B. Laid off employees shall be recalled to the first vacancy for which they are qualified in reverse order of layoff. All laid off employees shall be recalled immediately upon the resolution of any crisis which may have precipitated the reduction in staff.
- C. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board of a position for which he/she is qualified, fails to respond within fourteen days of its receipt to a written offer of a position made by the Board, or is laid off for a period of time equal to the length of time the employee has worked in the unit up to three (3) calendar years. After the layoff period has expired, all seniority rights are forfeited.
- D. Notifications of a recall shall be in writing with a copy to the Union. The notification shall be sent by certified mail to the employee's last known address.
- E. A laid off employee shall be given fourteen (14) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fourteen (14) days can be considered a resignation. If an employee notifies the Board as required above, said employee shall be placed on the layoff list with all the rights to which he/she was entitled under this Article to any subsequent opening for which he/she is qualified.
- F. Recalled employees shall be entitled to all sickness and leave benefits as provided herein. Utilization of such benefits or an existing necessity for utilization of such benefits shall not be considered proper reason for failure to recall or reinstate.
- G. No new employee shall be employed by the Board while there are employees in the unit within the classification who are laid off.

ARTICLE VIII SICK LEAVE

- A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability until the end of the current school year and the leave of absence will be renewed each year upon request in writing by the employee. The employee on a leave of absence that exceeds 90 work days will not accrue seniority. This reduction in seniority will be reflected on the seniority list.
- B. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days only when approved by the district Worker's Compensation carrier. The employee can use sick days to equate the difference between his/her salary and benefits received under the Michigan Workmen's Compensation Act for the duration of his/her absence provided such practices are in compliance with the district carrier's provisions.

- C. An employee shall not suffer diminution of compensation and shall not be charged with sick leave if the employee's absence is due to mumps, scarlet fever, measles or chicken pox, head lice, scabies or pink eye.

ARTICLE IX
LEAVE OF ABSENCE

- A. Leave of absence with pay, chargeable against the employee's allowance, shall be granted for the following reasons:
1. A maximum of five days per school year for a critical illness in the immediate family; father, mother, wife/husband or children, in-laws, siblings, grandchildren, grandparents, and foster parents (where the employee is unavoidably responsible for their care).
 2. One day when emergency illness in the family requires an employee to make arrangements for necessary medical or nursing care.
 3. Attendance at a ceremony awarding a degree to a staff member for such portion of the day as is necessary.
 4. One day, except when travel requires additional time, for attendance at the school graduation of a son, daughter, husband or wife.
 5. Time necessary to conduct personal affairs which cannot normally be handled outside school hours, such as performance of religious obligations and medical and dental appointments when such appointments cannot be made at any other time.
 6. Time necessary for attendance at the funeral service of persons whose relationship to the employee warrants such attendance.
- B. Leaves of absence with pay not chargeable against the employee's allowance shall be granted for the following reasons:
1. A maximum of five (5) days following a death in the immediate family: spouse, children, parents, foster parents, parent-in-law, grandparents, brothers, sisters, grandchildren, brother-in-law, sister-in-law, or any person for whose financial or physical care the employee is primarily responsible. When funeral arrangements or other demonstrable obligations fall on an employee following death of any person not covered above, this provision shall be extended to include that person.
 2. Approved visitation at other schools for attending educational conferences or conventions, including Federation meetings.
 3. Time necessary to take the selective service physical examination.
 4. Eight days (8) for the Union for Union business. Any additional time needed for Union business will be granted and the Union will reimburse the school for the amount of the pay of the substitute.
- C. A military leave of absence without pay shall be granted to any employee who shall be inducted or shall enlist for a first tour of duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be given credit for time served up to two years on the salary schedule as he/she would have been had he/she worked in the District during such period.
- D. A leave of absence without pay shall be granted to any employee upon application for the purpose of campaigning for or serving in a public office. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she

worked in the system during such period. If any employee desires to return to work within one year after going on maternity leave, the employee must inform the Business Manager in writing the date of their return to work. Return from such leave will be with the doctor's approval.

- E. An employee may return from leave provided in this Article whenever there is a position open for which the employee is qualified and interested, and shall be placed on that step of the salary schedule from which the employee went on leave. An employee adopting a child may receive similar leave which shall commence upon entry of an order terminating the rights of the natural parents by the probate court.
- F. A person on unpaid leave may continue group coverage in such fringe benefits as are then current by paying the Board for such coverage at such time as the premiums are due provided such an arrangement is in compliance with the insurance carrier.
- G. Leaves of absence for short periods of time, without pay, for the purpose of recreation, vacation, relaxation, professional workshops, special events, etc. may be granted only after application to the employee's Supervisor and review by a committee composed of the Supervisor, Superintendent's designee, Bus Driver Employee Federation President and a union member on the liaison committee. If the committee feels the employee has a legitimate need to be absent for the purpose stated, the committee may award a leave of absence of up to ten working days. For an unpaid day to be granted, a minimum of five working days prior notice must be given to obtain an acceptable substitute. All days permitted will be docked not only for pay, but the cost of fringe benefits at the rate of the cost of the total fringe benefit package divided by the number of days in the school year.

ARTICLE X EMPLOYEE EVALUATION

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the person involved. The use of eavesdropping, closed circuit television, public address or audio systems and similar surveillance devices shall be strictly prohibited. This does not preclude the gathering of this information based on reasonable cause or substantiated charges.

An employee shall at all times be entitled to have present a representative of the Union when he/she is being reprimanded, warned or disciplined for any infraction of discipline or delinquency in performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representation of the Union is present.

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, including adverse evaluation of employee performance or violation of ethics asserted by the Board or any agent or representative thereof shall be subject to grievance negotiations procedures hereinafter set forth.

Substitute bus drivers will be evaluated annually specifically detailing strengths and weaknesses.

ARTICLE XI PERSONNEL FILES

For Evaluative, Disciplinary or Derogatory Statements:

- A. No materials may be in a employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, within 10 working days, and the same shall be attached to the file copy of the material in question.

- B. If an employee believes that material placed in his/her file is inappropriate or in error, he/she may receive adjustment, provided cause is shown through the grievance procedure, whereupon the material will be corrected or expunged from the file.
- C. An employee must be requested to sign material placed in the individual's personnel file. Such signature shall be understood to indicate the individual's awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- D. If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that employee's representative and building chairman. These signatures shall indicate that said employee has been made aware of this material, but has refused to sign it.
- E. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the employee to accompany the employee in such review.
- F. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in rank, compensation or advantage, shall be subject to all the machinery of the grievance procedure hereinafter set forth.
- G. Employees are expected to comply with reasonable rules, regulations and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or well being, and/or may violate employee's legal rights and responsibilities.
- H. The Union will use its best efforts to secure correction of unprofessional behavior by an employee, which behavior shall be reported by the Board or its representatives to the employee and to the Union within three school days of occurrence.

ARTICLE XII
PROTECTION OF EMPLOYEES

- A. The Board will give all reasonable support and assistance to employees with respect to the maintenance of control and discipline in the workplace. When the pupil requires special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to relieve the bus driver of responsibilities with respect to such pupil.
- B. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative.
- C. Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee, unless he/she shall be judged guilty by a court of competent jurisdiction from whose decision no appeal has been taken or found guilty through the internal disciplinary process.
- D. Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty for any damage or loss to person or property.

ARTICLE XIII
GRIEVANCE PROCEDURE

- A. A grievance is an unsettled complaint by an employee, group of employees, or the Union alleging that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board relating to wages, hours or terms and conditions of employment.
1. The grievance procedure shall not apply to any matter which is prescribed by law or state regulations over which the Board is without power to act.
 2. No dispute over the modification of this Agreement shall be made the subject of a grievance.
- B. A Liaison Board will be established consisting of the supervisor, two (2) bus drivers and the Superintendent or designee. The Liaison board may meet each month on a designated day to discuss issues that cannot be resolved between the Supervisor and the Bus Drivers. This may be done during the monthly staff meetings.
- C. If the Grievance Board is unable to resolve the issue, a formal grievance may be filed within five (5) work days of the determination that this is so, on the form set forth, annexed hereto, and signed by the grievant and Union representative, which form shall be made available to each Building Representative. A copy of the grievance form shall be delivered to the principal or supervisor.
- D. If a grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.
- E. Within three (3) school days or three (3) calendar weeks, whichever is earlier, after receipt of the grievance, the principal or supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing and the supporting reasons therefore, within three (3) days of such meeting and shall furnish a copy thereof to the Union.
- F. Within twenty (20) school days after the delivery of the decision, the grievance may be appealed to the Superintendent.
- G. Within ten (10) school days after delivery of the decision, the Superintendent or his designee shall meet with the Union Grievance Committee on the grievance and shall indicate his disposition of the grievance in writing, along with the reasons therefore, and shall furnish a copy thereof to the Union.
- H. Within ten (10) school days after delivery of the decision of the Superintendent or his designee, the grievance may be appealed to the Board of Education by filing a written copy of the grievance accompanied by copies of previous decisions, with the Secretary or other designee of the Board.
- I. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever is later, shall hold a hearing on the grievance. At such hearing, the aggrieved shall have the right to be represented by Union Counsel. Participants in this hearing, including witnesses, shall be given at least three (3) days notice of the hearing.
- J. Within seven (7) days after this hearing, the Board shall communicate its decision in writing, together with supporting reasons, to the principal, the Superintendent, the Union, Counsel for the Union (if any) and to the aggrieved.
- K. Within ten (10) days after receipt of the decision of the Board, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association.

L. General Principles

1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.
2. A grievance may be withdrawn at any level.
3. When hearings and conferences are held during duty hours, all persons who are entitled to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
5. Failure at any step of the grievance to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of a procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified at each step shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal.
6. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
7. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
8. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.
9. The arbitrator's fees shall be assessed against the parties in a proportion to be determined by the arbitrator.
10. It is the intention of the parties, where possible, that the issues to be arbitrated, the relevant facts comprising the issues, and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written stipulation of the issues to the arbitrator in advance of the hearing date.
11. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

M. If any employee 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 he/she shall have been found to have been improperly deprived of any other compensation or advantage, the same or its equivalent in money shall be paid to him/her.

N. No grievance shall be adjusted without prior notification to the Union and opportunity given to the Union to be present.

- O. Notwithstanding the expiration date of this Agreement, any grievance arising thereunder may be processed to completion under the procedures contained herein.

**ARTICLE XIV
OTHER PROVISIONS**

- A. It is contemplated that matters not specifically covered by this Agreement, but of common concern to the parties, shall be subject to negotiations between them from time to time during the period of this Agreement, upon request by either party to the other. The parties undertake to cooperate in arranging the meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and a majority of the membership of the employees but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, concessions in the course of negotiations, subject only to such ultimate ratification.

**ARTICLE XV
DURATION OF AGREEMENT**

This Agreement is in effect July 1, 2011 through June 30, 2013.

BOARD OF EDUCATION

By: Carol S. Tomaswamy
Vice President

By: Richard DeLuy
Secretary

BUS DRIVER EMPLOYEES FEDERATION

By: Mark Kriss
Negotiating Committee

By: Jocella Bonington - President
Negotiating Committee

By: Samuel Sears
Negotiating Committee

DATE: 9/17/12

ARTICLE XVI
BUS DRIVERS HOURLY PAY RATE

	<u>2012-2013</u>
Starting	\$12.48
After 1 year	13.84
After 2 yrs	14.21
After 5 yrs	14.83
After 10 yrs	15.75
After 15 yrs	16.63
Extra Trip	
Unchaperoned	12.66
Chaperoned	12.48
<u>Mechanic: Full Time</u>	
Starting	17.38
After 5 yrs	18.21
After 10 yrs	19.10
<u>Dispatcher/Mechanic (part time):</u>	
0 - 90 days	11.74
After 90 days	14.16
After 2 yrs	14.51
After 5 yrs	15.13
After 10 yrs	16.07
After 15 yrs	16.93

- A. The full time mechanic will be paid \$300.00 for each approved master mechanic endorsement.
- B. Substitute drivers will be paid at the starting rate.
- C. An additional salary of \$1,050.00 will be paid after 15 years of service and \$1,250.00 after 20 years of service. This additional salary is based on the time with the Crawford AuSable School District. Seniority begins with the first day of regular employment and time accumulated during substitute driving would not count for seniority purposes but will count towards years of service as an employee with the Crawford AuSable School District as it pertains to this additional salary, termination payments and retirement benefits for up to three (3) years of substitute driving as documented by past records. For employees hired after December 31, 2003 will receive \$350.00 after five (5) years, \$550.00 after ten (10) years, \$1,050.00 after fifteen (15) years, and \$1,250.00 after twenty (20) years. This additional salary will be paid on the employee's anniversary.
- D. Employees in the dispatch/mechanic position who complete the dispatch/secretary training through the Michigan Association of Pupil Transportation leadership academy, stages 1-3 and maintains certification with the Michigan Association of Pupil Transportation will receive an additional \$.25 per hour. This additional rate per hour applies only when an individual works in a dispatching capacity in the transportation department and is not transferred if the employee no longer dispatches for the transportation department.
- E. Any regular driver commencing his/her employment before July 1, 2003, shall receive, in addition to his/her regular wage, a bonus computed at \$.05 per mile for each mile that the driver has driven his/her school bus that year computed from the official approved school bus schedule.

- F. Employees in the bus driving position, who train new bus drivers for their State of Michigan bus driving test, have completed their training and maintain their certification, will receive an additional \$1.00 per hour. The additional rate per hour applies only when instructing new bus drivers upon administrative approval.
- G. If school is closed and a bus driver or substitute driver has reported for work at the bus lot, the driver will be paid two hours show up time. If a driver reports to work for extra trips and the trip has been canceled without giving the driver notice, the driver will be paid two hours show up time.
- H. Bus drivers will be paid for the actual time spent with approval from the transportation director in preparation of route maps. The extra trip hourly rate will be paid for attendance at required schooling.
- I. The assignment rotation for overtime will be done on the same basis as the rotation through the roster for the regular trips. All regular drivers who wish to have forty hour work weeks will be offered extra trips to try to bring the driver up to forty hours per week. After this is done, the overtime trips will be offered to the regular drivers who already have overtime on the extra trip roster.
- J. Trips that occur between regularly scheduled reporting times for a.m. and p.m. routes shall be paid at \$15.00 per hour.

A student achievement bonus of 1% will be paid on the last pay in June for the 2012-2013 school year.

SENIORITY LIST

	<u>Seniority Date</u>	<u>First Hire Date</u>
1. Tammy Henning	12/23/92	8/29/91
2. Joellen Bonnington	12/02/94	10/23/92
3. Lisa Kitchen	7/08/97	08/26/96
4. Cathy Kniss	3/10/03	11/30/99
5. Michael Wargo	8/29/06	07/11/05
6. Myleia Snyder	10/4/07	9/01/06
7. Mark Kniss	9/17/09	10/04/06
8. Karen Sears	12/08/09	11/12/07
9. Leonard Sears	9/29/11	1/17/08
 <u>Mechanic: Full Time</u>		
Roger Moshier	8/11/05	
 <u>Substitutes:</u>		
Brian Riehle	08/26/08	
Jason Dasho	05/10/10	
Terry Clark	12/08/10	

SCHEDULE D

Grievance Form

Step I - Building Level

TO _____ Date Submitted _____

FROM _____ Date Grievance Board Completed Work _____

Statement of Grievance (Specify contract sections which apply, plus a detailed statement of the facts giving rise to the grievance. Attach additional sheets, if necessary.)

Remedy Sought (Specify)

Signature

Statement of Decision (State decision, cite contract sections and give reasons for decision based on the foregoing.)

Signature and Date

Copies: Grievant (1)
Employer (3)
Union (3)

Grievance Form

Step II – Business Manager Level

TO _____ Date Submitted _____

FROM _____ Date of Decision
at Step I _____

Statement of Grievance (Attach a copy of Step I, add here answers to decision at Step I with additional arguments, if any.)

Remedy Sought (Specify, only if different from Step I)

Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature and Date

Copies: Grievant (1)
Employer (3)
Union (3)

Grievance Form

Step III - Superintendent Level

TO _____ Date Submitted _____

FROM _____ Date of Decision
at Step II _____

Statement of Grievance (Attached a copy of Step I and II; add here answers to decision at Step II, with additional arguments, if any.)

Remedy Sought (Specify, only if different from Steps I and II)

Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature and Date

Copies: Grievant (1)
Employer (3)
Union (3)

Grievance Form

Step IV - Board Level

TO _____ Date Submitted _____

FROM _____ Date of Decision
at Step III _____

Statement of Grievance (Attached copies of Step I, II and III; add here answers to both, with additional arguments, if any. List witnesses needed for testimony, if any.)

Remedy Sought (Specify, only if different from Steps I, II and III)

Signature

Statement of Decision (State decision, cite contract sections and give additional reasons for decision, if any.)

Signature of Board President

Copies: Grievant (1)
Employer (3)
Union (3)

Date

Grievance Form

Arbitration

TO _____ Date Submitted _____

FROM _____ Date of Decision
at Step IV _____

Statement of Intent to Arbitrate (Specify grievance being submitted to arbitration.)

Request for Conference (Intent to work out joint and/or separate stipulations of facts and issues to be submitted to the arbitrator.)

(Suggested Date(s):

Union Signature

Board Response: (Date for conference, etc.)

Copies: Grievant (1)
Employer (3)
Union (3)

Signature and Date

CRAWFORD AUSABLE SCHOOL DISTRICT

2012-2013 Calendar

AUGUST

S	M	T	W	T	F	S	S	T
			1	2	3	4	0	3
5	6	7	8	9	10	11		
12	13	14	\$15	16	17	18		
19	20	21	22	23	24	25		
26	27	[28]	[29]	[30]	\$31			

SEPTEMBER

S	M	T	W	T	F	S	S	T
						1	19	19
2	3	#4	5	6	7	8		
9	10	11	12	13	\$14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	\$28	29		
30								

OCTOBER

S	M	T	W	T	F	S	S	T
	1	2	3	4	5	6	23	23
7	8	9	10	11	12	13		
14	\$15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	30	\$31					

NOVEMBER

S	M	T	W	T	F	S	S	T
			[1]	2	3	18	19	
4	5	6	7*♦	8*♦	9	10		
11	12	13	\$14	15	16	17		
18	19	20	21	22	23	24		
25	26	27	28	29	\$30*			

DECEMBER

S	M	T	W	T	F	S	S	T
						1	15	15
2	3	4	5	6	7	8		
9	10	11	12	13	\$14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	28	29		
30	\$31							

JANUARY

S	M	T	W	T	F	S	S	T
		1	2	3	4	5	21	21
6	7	8	9	10	11	12		
13	14	\$15	16	17	18	19		
20	21	22	23	24	25	26		
27	28	29	30	\$31				

FEBRUARY

S	M	T	W	T	F	S	S	T
					1	2	18	19
3	4	5	6	7	8	9		
10	11	12	13	14	[\$15]	16		
17	18	19	20	21	22	23		
24	25	26	27	\$28				

MARCH

S	M	T	W	T	F	S	S	T
					1	2	20	20
3	4	5	6	7	8*	9		
10	11	12	13	14	\$15	16		
17	18	19	20	21	22	23		
24	25	26	27	\$28	29	30		
31								

APRIL

S	M	T	W	T	F	S	S	T
	1	2	3	4	5	6	16	16
7	8	9	10	11	12	13		
14	\$15	16	17	18	19	20		
21	22	23	24	25	26	27		
28	29	\$30						

MAY

S	M	T	W	T	F	S	S	T
			1	2	3	4	22	22
5	6	7	8	9	10	11		
12	13	14	\$15	16	17	18		
19	20	21	22	23	24	25		
26	27	28	29	30	\$31			

JUNE

S	M	T	W	T	F	S	S	T
					1	5	5	
2	3	4	5	6	*7^	8		
9	10	11	12	13	\$14	15		
16	17	18	19	20	21	22		
23	24	25	26	27	\$28	29		
30								

S Total days for students

T Total days for teachers

First Day of School

○ No school for students/teachers

[] Days students not in class; teachers on duty

* 1/2 day

□ End of Trimester

♦ K-8 Parent Teacher Conference

■ All Buildings PT Conference - Full Day School

△ HS Parent/Teacher Conf - Full Day School

☆ Easter

^ Last Day of School

STUDENT DAYS 177
TEACHER DAYS 182

CRAWFORD AUSABLE SCHOOL DISTRICT SCHOOL CALENDAR 2012-2013 SCHOOL YEAR

August 28-30,2012	Teacher Organizational Meetings
<i>September 4</i>	<i>School Opens for All Students</i>
October 24	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 5:00pm-8:00pm
November 1	Staff Professional Development – NO SCHOOL.
November 7	Parent/Teacher Conferences (MS, GE-AP) – Students and HS Staff ½ day Conference Hours: 3:30pm – 6:30pm
November 8	Parent/Teacher Conferences (MS, GE-AP) – Students and HS Staff ½ day Conference Hours: 1:00pm – 4:00pm
November 15	Opening Day of Firearm Season – NO SCHOOL
November 22 and 23	Thanksgiving Vacation -- NO SCHOOL
November 30	End of First Trimester – Students ½ day – Teacher Records P.M.
December 24	Winter Vacation Begins
January 3, 2013	School Resumes
January 16	Parent/Teacher Conferences (HS) – Full day of school for students Conference Hours: 5:00pm-8:00pm
February 15	Staff Professional Development – NO SCHOOL
February 18	Mid Winter Break -- NO SCHOOL
March 8	End of Second Trimester – Students ½ day – Teacher Records P.M.
March 29	Spring Vacation Begins -- NO SCHOOL
April 9	School Resumes
April 17	Parent/Teacher Conferences (All Schools) – Full day of schools for students Conference Hours: 3:30pm-6:30pm
May 27	Memorial Day -- NO SCHOOL
June 7	Last Day of School – Students ½ day – Teacher Records P.M.

Total Instruction Days: 177
Total Staff Days: 182

½ Day Dismissal Times:
HS – 12:16 pm
MS – 12:30 pm
GE-AP – 12:41 pm

Early dismissal will apply for all district-wide scheduled in service exceeding one hour.

