

# **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

**2020-2021**

## TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
I	RECOGNITION.....	2
II	FRINGE BENEFITS.....	3
III	PROFESSIONAL COMPENSATION .....	6
IV	WORKING CONDITIONS .....	7
V	VACANCIES AND PROMOTIONS.....	7
VI	SENIORITY, LAYOFF AND RECALL .....	6
VII	SICK LEAVE.....	9
VIII	LEAVE OF ABSENCE.....	10
IX	EMPLOYEE EVALUATION.....	11
X	PERSONNEL FILES .....	11
XI	PROTECTION OF EMPLOYEES.....	12
XII	GRIEVANCE PROCEDURE .....	12
XIII	OTHER PROVISIONS .....	14
XIV	DURATION OF AGREEMENT .....	15
XV	BUS DRIVERS HOURLY PAY RATE .....	16
	GRIEVANCE FORMS .....	18
	CALENDAR .....	22

BUS DRIVER EMPLOYEES  
MASTER AGREEMENT  
2020-2021

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 and savings bonds, such sum to be deducted from the regular salaries.
- 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  
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 185 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. Employees may use a sick day to cover attendance at a funeral. Up to five (5) personal or sick days may be used for snow days at the individual employee's discretion.
- 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. Two (2) personal days may be carried over to the following year with a maximum accumulation being six (6) personal days. Any personal business days not used may be accumulated as sick leave days, making a total accumulative sick leave of 185 days. All personal business days shall have (1) day notification (prior approval), except in case of emergency, and may be used for any purpose at discretion of employee. Employees wishing to exceed 4 consecutive personal days must make application in writing to the Director of Transportation and Superintendent one month prior to the dates requested. Personal business days may be used to extend a vacation upon advanced written request to and approval by the superintendent. Up to five (5) 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 health insurance 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 health insurance 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 health insurance 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 insurance 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 the following monthly contribution towards the employee's total health care insurance, including vision and dental, as outlined below.

Employees will be given the option of choosing an insurance plan as determined by the Health Wellness Committee

The Boards' health/dental/vision insurance annual contribution will be \$3,103.00 for Single Subscriber, \$9,278.00 for Two Person and \$11,460.00 for Full Family.

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 Medical Benefit Plan shall comply with the Patient Protection and Affordable Care Act (PPACA), Public Act 152 of 2011 (as amended) and the IRS code, including all requirements necessary to avoid penalties, taxes, or fines attributable to the Board. Should the medical benefit plans fail to comply with the PPACA, PA 152, or the IRS code, the plans shall be altered to ensure compliance. Notice will be provided to the Association and its members regarding plan changes.

- D. Dental and Optical Insurance – The Board shall provide to the employee dental insurance and a vision care insurance package as determined by the Health Wellness Committee. The Board's contribution will be as outlined in Article II, C. If an employee chooses to take the annuity with dental coverage, the Board's annual contribution will be \$305.60 for Single Subscriber, \$616.00 for Two Person and \$1,068.00 for Full Family.

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. 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. Any bus driver working any of the above holidays, will be compensated at two times their regular rate (double time) in lieu of holiday pay.
- F. 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.

G. 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.

H. 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. Employees on leave for extended periods may be ineligible for this benefit depending on the carrier's eligibility rules.

I. 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.

J. Insurance Option Program – Individuals who are only eligible for the single subscriber benefits under Article II, 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 towards their dental and vision insurance premiums as noted in Article II, D.

Option 2 - If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article II,C, and D) 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 II,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 towards their dental and vision insurance premiums as noted in Article II, C. If an employee elects to waive all medical, vision, dental and orthodontic benefits (including benefits in Article II, C and D) 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.

K. 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.

- L. Licenses – For a newly licensed bus driver with CASD, the cost of the bus driver’s license will be reimbursed after 60 days of driving with the district. Any time driving (route or trip) on a given day will count as a day of driving. The cost of a bus driver's license(s) will be reimbursed for all drivers after two consecutive full years of service. This will include substitute drivers. Reimbursement shall only be paid on the bus driving endorsement(s) portion. The driver must provide a copy of the new license, an itemized breakdown of fees, and a receipt for proper reimbursement. The district and the union will work together to clarify any issues with reimbursement.
- M. Jackets – The Crawford AuSable School District will purchase personalized jackets, as approved by the Supervisor, up to \$100.00 per jacket, for regular drivers of the transportation unit every two (2) years. Substitute drivers will receive a jacket in their 2<sup>nd</sup> year of substitute driving. It is mandatory the driver wears the jacket while representing the district.
- N. Insurance While on Layoff - A laid off driver shall receive 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.
- O. 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.
- P. Fringe Benefits - All fringe benefit provisions of this contract are subject to the approval of the insurance carrier of record.
- Q. Retirement 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. If payment is \$1,000 or more, it will be paid in a non-elective employer paid contribution to any vendor approved to receive contributions under the District’s IRC 403(b) Plan, provided that the vendor’s contract permits the deposit of post-retirement non-elective employer contributions. If payment is less than \$1,000 it will be paid directly to the employee.

### ARTICLE III 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 one hour minimum pay. All scheduled overtime must be approved by an Administrator.
- B. Employees will be paid on the 15<sup>th</sup> 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. This provision does not apply for personal matters.

#### ARTICLE IV 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. Extra trips will be offered to all CASD bus drivers, when any school bus is required. If the extra trip interferes with a regular scheduled bus route it will be assigned to a substitute bus driver. If the extra trip does not interfere with the regular scheduled bus route a regular bus driver will be assigned first. 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 2:30pm upon the last day of the scheduled work week, whenever possible. Assignment of trips will be done on a rotation basis starting with the bus driver with the most seniority on week #1, then the next seniority bus driver on week #2, continuing likewise throughout the bus driver's seniority list.
- G. 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 studies 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. All unit members can receive Hepatitis B shots at district cost.

#### ARTICLE V VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any position or any new position including extension of hours exceeding ½ hour 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. Any new position or vacancy shall be posted at no less than two hours.

- B. Any qualified, regular driver 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. 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.
- 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.

## ARTICLE VI 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 considered for lay off first.
- 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) calendar days prior to the commencement of the layoff period. During periods of a public health emergency (pandemic), other state of emergency, executive order



impacting school operations, or when faced with substantial budgetary considerations, the notification period shall be reduced to 21 calendar days.

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. 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.
- C. Notifications of a recall shall be in writing with a copy to the Union
- D. A laid off employee shall be given ten (10) 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 ten (10) 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.
- E. 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.
- F. No new employee shall be employed by the Board while there are employees in the unit within the classification who are laid off.

ARTICLE VII  
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 for up to two years 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 VIII  
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 (step), mother (step), wife/husband or children (step), 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 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. Up to five consecutive days (unless prior Superintendent approval) following a death in the immediate family. (Immediate family: spouse, children (step), parents (step), foster parents, parents-in-law, grandparents, grandparents-in-law, 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 other than the Michigan legislature. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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 IX EMPLOYEE EVALUATION

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.

#### ARTICLE X PERSONNEL FILES

For Evaluative, Disciplinary or Derogatory Statements:

- A. Employees will have the opportunity to review the materials prior to placement in their personnel file. 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 evaluative, disciplinary, or similar 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.
- 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.

ARTICLE XI  
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 XII  
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. Any dispute involving a prohibited subject of bargaining is excluded from the grievance procedure and not within the authority of an arbitrator.
  - 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 Liaison Board is unable to resolve the issue, a formal grievance may be filed within five (5) work days or one calendar week 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 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 supervisor shall meet with the Union Grievance Committee in an effort to resolve the grievance. The 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 or 30 calendar days, whichever is earlier, after the delivery of the decision, the grievance may be appealed to the Superintendent.
- G. Within ten (10) school days or 14 calendar days, whichever is earlier, 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 or 14 calendar days, whichever is earlier, 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 XIII 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.

- D. All contracts are subject to Board of Education policies pertaining to prohibited subjects of bargaining.
- E. An emergency manager appointed under Michigan law shall have the authority to reject, modify or terminate this collective bargaining agreement in accordance with Michigan law. By signing this agreement the union does not agree or acknowledge that this provision is binding on the union. The union reserves the right to assert, where appropriate, that this clause is not enforceable.

ARTICLE XIV  
DURATION OF AGREEMENT

This Agreement is in effect July 1, 2020 – June 30, 2021.

BOARD OF EDUCATION

BUS DRIVER EMPLOYEES FEDERATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Negotiating Committee

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Negotiating Committee

DATE: \_\_\_\_\_

ARTICLE XV  
BUS DRIVERS HOURLY PAY RATE

The Parties agree to a wage reopener after March 1, 2021.

<u>Bus Driver/Dispatcher:</u>	<u>2020-2021</u>
Starting	16.08
After 2 yrs	16.22
After 5 yrs	16.63
After 10 yrs	17.24
After 15 yrs	18.19

<u>Mechanic:</u>	
Starting	18.93
After 5 yrs	19.92
After 10 yrs	20.91

- A. The master school bus technician will be paid \$300 annually for providing a valid bus mechanic license in July.
- B. Substitute drivers, extra trips and inside trips will be paid at the starting rate. Drivers are required to be chaperones on all trips.
- C. For employees hired after December 31, 2003, the employee will receive an additional salary of \$450.00 after five (5) years, \$650.00 after ten (10) years, \$1,150.00 after fifteen (15) years, and \$1,350.00 after twenty (20) years. This additional salary will be paid in a separate check the last scheduled pay period in November or on the last pay when an employee retires, pro-rated based on start date of employment. 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.
- D. Employees in the dispatch 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 \$0.25 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. 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.
- F. 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.
- G. 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 actual scheduled hours of approved training attended. Travel time will be paid when required by law.



- H. Drivers posted hours include 15 minutes of pay for clean up at the end of each regularly scheduled morning and afternoon route. Buses are expected to be clean at the beginning of each route. The District will make available appropriate cleaning supplies and brooms.

Additional salary of \$2,100.00 for 2020-2021 (pro-rated based on scheduled work hours – 5 hours used as FTE for this extra wage) will be applied to insurance premium, if relevant; otherwise it will be paid on the following schedule: half paid on the last pay in October and half paid on the last pay in February.

**School Ambassador Bonus** – Each staff member who is listed as a referral on the enrollment form for a new student to CASD will receive a \$100 bonus payable following the Fall official count day for each new CASD student enrollment and counted on a full FTE basis on the fall count day.

A new CASD student will be defined as a student entering grades 1-12 who has not been enrolled in CASD in the previous two State student count days (fall/spring). The staff member will receive credit by being listed as the referring person on the students' enrollment form. The new students' referral would be for a new district contact from this day forward.

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 - Superintendent Level

TO \_\_\_\_\_

Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_

Date of Decision  
at Step I \_\_\_\_\_

Statement of Grievance (Attached 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 Steps 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 - Board Level

TO \_\_\_\_\_

Date Submitted \_\_\_\_\_

FROM \_\_\_\_\_

Date of Decision  
at Step II \_\_\_\_\_

Statement of Grievance (Attached copies of Step I and II; 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 and II)

\_\_\_\_\_  
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 III \_\_\_\_\_

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 TRADITIONAL SCHOOL CALENDAR 2020-2021 SCHOOL YEAR

August 26, 2020	Staff Professional Development – All Buildings * Open House for HS: 3:00pm-6:00pm; MS: 6:30pm-7:30pm * Open House for GE: 4:30pm - 5:30pm
August 27	Staff Professional Development – All Buildings
<i>September 1</i>	<i>School Opens for All Students</i>
October 6 and 8	Parent/Teacher Conferences (MS, GE) – Students and HS Staff ½ day Oct 6 Conference Hours: 1:00pm – 4:00pm MS; 4:00pm – 7:00pm GE Oct 8 Conference Hours: 4:00pm – 7:00pm MS; 1:00pm – 4:00pm GE
October 14	Parent/Teacher Conferences (HS, GLOE) – Full day of school for students Conference Hours: 5:00pm-7:00pm
November 2	Staff Professional Development – NO SCHOOL
November 25	End of First Trimester – Students ½ day – Teacher Records P.M.
November 26 and 27	Thanksgiving Vacation -- NO SCHOOL
December 9	Staff Professional Development – Students ½ day; full day for teachers
December 23	Winter Vacation Begins
January 4, 2021	School Resumes
January 13	Parent/Teacher Conferences (HS, GLOE) – Full day of school for students Conference Hours: 5:00pm-7:00pm
January 20	Staff Professional Development – Students ½ day; full day for teachers
February 2	Parent/Teacher Conferences (GE) – Full day of schools for students Conference Hours: 4:00pm-7:00pm
February 4	Parent/Teacher Conferences (MS) – Full day of schools for students Conference Hours: 4:00pm-7:00pm
February 12	Staff Professional Development – NO SCHOOL
February 15	Mid Winter Break -- NO SCHOOL
March 12	End of Second Trimester – Students ½ day – Teacher Records P.M.
March 26	Spring Vacation Begins – NO SCHOOL
April 6	School Resumes
April 21	Parent/Teacher Conferences (HS, GLOE) – Full day of schools for students Conference Hours: 5:00pm-7:00pm
May 31	Memorial Day – NO SCHOOL
June 10	Last Day of School – Students ½ day – Teacher Records P.M.
June 11	Curricular Day – Targeted Staff Only
June 11 – 18	Instructional “Make up” Days (if needed)
Total Instruction Days: 180	Total Staff Days: 184 + 1 Curricular Day
½ Day Dismissal Times:	
HS – 12:16pm	MS – 12:30pm                      GE – 12:41pm

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