

6/30/98

Agreement

between

Hartford Public Schools

and

**Local 586, SEIU
AFL-CIO**

1996-1998

Hartford Public Schools

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AGREEMENT

This Agreement entered into this 19th day of September, 1996, between the Hartford Public Schools (hereinafter referred to as EMPLOYER) and Local 586, SEIU (hereinafter referred to as UNION).

ARTICLE I PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

ARTICLE II

A. RECOGNITION

Section 1: The Employer recognizes the Union as the Exclusive Representative, for purposes of Collective Bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment, for all classifications of employees listed in Article II, B; excluding therefrom all substitute bus drivers, back-up bus drivers, adult education aides, substitute employees, temporary or seasonal employees, supervisors, students and all others.

Section 2: The Union shall have the right to represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in this Agreement, however, the Union shall not have the right to represent probationary employees in cases of reprimand, discharge or transfers.

B. CLASSIFICATIONS

The Employer will recognize the following separate classifications of employees:

1. Bus drivers shall be one classification and shall be known as "transportation".
2. Custodial/maintenance shall be one classification.
3. Bus mechanics shall be known as one classification and shall consist of the bus mechanic.

4. Maintenance and grounds coordinator shall be one classification.
5. Classroom teacher aides shall be one classification.
6. Library aides shall be one separate classification.
7. Bus aides shall be one separate classification.

ARTICLE III NO DISCRIMINATION CLAUSE

The Employer and the Union agree that, for the duration of this Agreement, both will comply with all federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Hartford Public Schools that no person on the basis of race, color, religion, national origin, age, sex, height, weight, marital status or disability shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in employment or in any program or activity to which it is responsible or which it receives financial assistance from the U.S. Department of Education.

ARTICLE IV UNION REPRESENTATION

Section 1: The Employer shall, upon receipt of a written individually signed check-off authorization, deduct the amount of regular dues from each paycheck for the first twenty (20) consecutive paychecks for employees who have so authorized such deductions. All sums so deducted shall be transmitted by the Employer to the treasurer of the Union within thirty (30) calendar days after such deductions are made, and shall be accompanied by a complete list of the employees for whom such dues have been deducted. The Union expressly agrees to collect all other Union charges, including any initiation fees and special assessments, and such other charges shall not be deducted by the Employer.

The Employer shall not be required to make any check-off for dues in preference to legally required deductions or if any employee's pay in any pay period is not sufficient to cover such dues. Any employee may revoke his said voluntary check-off authorization upon thirty (30) days written notice to the Employer and the Union.

Effective January 1, 1995 - All members of the bargaining unit, as a condition of continued employment, shall either sign and deliver to the Board an assignment authorizing deduction of membership dues of the Union or cause to be paid to the Union a representation fee equal to the non-member's proportionate share of the cost of negotiating and administering this Agreement which shall be equal to that above.

Each employee covered by this Agreement shall, as a condition of employment, join the Union or pay a representation fee to the Union equivalent to the amount of dues uniformly required of the members of the Union, less any amounts not permitted by law; provided however, that the employee may authorize payroll deduction for such fee. In the event that an employee shall not pay such representation fee directly to the Union or authorized payment through payroll deduction, the District shall, at the request of the Union, deduct the representation fee from the employee's wages and remit same to the Union.

The Employer shall not be required to make any check-off for dues in preference to legally required deductions or if any employee's pay in any pay period is not sufficient to cover such dues.

Employees employed prior to January 1, 1995, who are not members of the Union as of January 1, 1995, shall not be required to join the Union or to pay the representation fee, unless they voluntarily join the Union.

The Union agrees to provide such information as is necessary to representation fee payers to reasonably determine the cost of negotiating and administering this Agreement in relation to the representation fee charged by the Union. If a dispute shall arise between the representation fee payor and the Union, all further deductions under this Article with regard to the dispute shall cease upon notice to the Board unless and until a legally permissible agreement is reached between the fee payor and the Union on the amounts to be deducted. The Union will save the Board harmless for any costs incurred in carrying out the terms of this Agreement to implement agency shop and dues deductions.

Section 2: Any bargaining will take place at times other than the normal working hours of employees unless mutually agreed to by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when employees would be at their assigned duty stations then the employee would be paid his normal rate of pay. The number of members on a bargaining committee is solely within the discretion of the Union. Provided, however, the Union shall furnish the Employer with a written statement as to the membership of the bargaining committee or any alternate members thereof.

Section 3: The authority of steward shall be limited to and shall not exceed the investigation of grievances and/or the presentation of grievances to the Employer pursuant to the Steps One and Two of the grievance procedure provided in this Agreement.

No steward shall leave a bus or building or assigned work area during working hours either to process or investigate a grievance or potential grievance without the

express prior permission of his supervisor. Any employee that needs the aid of a steward shall contact his/her immediate supervisor who shall notify the steward of the employee's request. Permission to leave shall be granted within twenty-four (24) hours. If such permission is granted, the steward shall promptly and without delay return to his working assignment when the investigation or processing of the grievance is completed. All grievances shall be submitted at such times as are outside the normal working hours of the employees unless prior permission is granted. If an employee is to receive discipline which would result in a written statement in his/her personnel file or discharge, the employee shall have the right to have a steward present at his request.

Section 4: Executive officers of the international and/or local union and/or their representative, duly authorized to represent the Union will be permitted to participate in any negotiations or grievance relative to hours, wages, and working conditions, providing that when they are to be on Hartford Public Schools' grounds that the Superintendent is notified; and it does not stop or delay normal operations, and informs the Superintendent of whom he wishes to see and for what purposes.

ARTICLE V MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself, without limitation except as limited by the specific terms of this Agreement all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States.

ARTICLE VI GRIEVANCE PROCEDURE

Section 1: A grievance shall be an alleged violation of the expressed terms of this contract.

The termination of services of or failure to re-employ any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this Article.

Section 2: The Union shall designate a steward to handle grievances when requested by the grievant. The Board hereby designates as "immediate supervisor" the building principal for grievances arising from custodians and teachers and library aides, and the business manager for all grievances arising from bus drivers, bus aides, maintenance, maintenance and grounds coordinator, or bus mechanic classification(s) for purpose of Level One and the superintendent or his designated representative to act at Level Two as hereinafter described.

Section 3: The term "days" as used herein shall mean Monday through Friday excluding holidays and weekends.

Section 4: Written grievances as required herein shall contain the following:

- A. It shall be signed by the grievant or grievants;
- B. It shall be clear;
- C. It shall contain a synopsis of the facts giving rise to the alleged violation;
- D. It shall cite the section or subsections of this contract alleged to have been violated;
- E. It shall contain the date of the alleged violations;
- F. It shall specify the relief requested.

Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

Section 5: Level One - An employee believing himself/herself wronged by an alleged violation of the express terms of this contract shall within four (4) days of its alleged occurrence, or within four (4) days of the time that the offense could have been reasonably discovered by the grievant, orally discuss the grievance with the immediate supervisor in an attempt to resolve same. If no resolution is obtained within four (4) days of the discussion, the employee shall reduce the grievance to writing and proceed within four (4) days of the discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Union. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the union steward, the immediate supervisor, and place a copy of same in a permanent file in his office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant or the Union, may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board meeting not less

than five (5) days prior to the next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the grievant or his union representative an opportunity to be heard at the meeting for which the grievance was scheduled. Within one month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance, provided, however, that in no event except with express written consent of the Union shall final determination of the grievance be made by the Board more than one month after the initial hearing.

Level Four - If the grievance is not resolved at Level Three, the Union may within fourteen (14) calendar days of receipt of the written answer by the Board refer the matter for arbitration to the Michigan Employment Relations Commission in writing and request a list of five (5) potential arbitrators be submitted to the Union and the Employer. If the parties cannot agree upon an arbitrator, he shall be selected in accordance with the rules of the AAA, except each party shall have the right to peremptorily strike not more than three names from the list of arbitrators. The hearing shall be conducted in accordance with the AAA rules.

A. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. Any matter for which there is recourse under State or Federal Statutes shall not be heard by the arbitrator. He shall have no power to interpret State or Federal Law.

B. The arbitrator may determine the date on which to hear the arguments of parties to a grievance. The answer of the arbitrator shall be rendered within thirty (30) days of the conclusion of the hearing.

C. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed in written form at either Level Two or Three.

D. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent, and then only if they are of a similar nature.

Section 6: Should a grievant or Union fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant or Union fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment) all further proceedings on a previously instituted grievance shall be barred.

Section 7: The Union shall have no right to initiate a grievance involving the right of a grievant without his or their express approval in writing thereon.

Section 8: All preparation, filing, presentation or consideration of grievances shall be held at times other than when a grievant or a participating union representative are to be at their assigned duty stations.

Section 9: Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments.

Section 10: Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.

ARTICLE VII

SENIORITY

Section 1: Seniority shall be defined as an employee's length of continuous service in the employ of the Employer since his last hiring date, and the term "last hiring date" shall mean the date upon which an employee first reported for work at the instruction of the Employer since which he has not quit, been discharged, or otherwise had his employment terminated as provided in this Agreement. Such seniority shall continue to accrue during vacations and during paid leaves of absence. Seniority shall be retained, but shall not further accrue during any unpaid leave of absence.

Section 2: Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee has worked sixty (60) working days for the Employer; provided, however, that upon mutual agreement between the Employer and the Union, the period of probation for any such new employee may be extended for an additional period not exceeding thirty (30) working days. During the probationary period, an employee may be laid off or discharged by the Employer without regard for the provisions of this Agreement and without recourse to the grievance procedure. The Employer shall have no obligation to rehire or recall an employee who is laid off or discharged during his probationary period, nor to retain any employee for the full length of probation. Upon successful completion of the probationary period, an employee shall attain seniority effective as of his last hiring date.

Section 3: An employee's seniority shall terminate and his employment shall cease:

- A. If s/he quits or is discharged or is retired.

B. Failure to report for work upon receipt of a written notice sent by Certified Mail by the Employer, unless the employee notifies the Employer within forty-eight (48) hours of the receipt of the said notice that he is ill. The Certified Mail Receipt shall be accepted as proof of notification.

C. If s/he is absent for three (3) consecutive regularly scheduled working days without notifying the Employer within such three-day period of justifiable reason for such absence.

D. If s/he fails to return to work immediately upon the expiration of a leave of absence without justifiable reason.

E. When s/he has been laid off eighteen (18) consecutive months.

Section 4: Upon the execution of this Agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within fifteen (15) days after the execution. Thereafter, an up-to-date seniority list shall be prepared and presented to the Union once a year in the month of October. Additions made at the interim periods shall be given to the president.

A. When the seniority list is initially prepared or thereafter revised as above provided, if two (2) or more employees have the same hiring date, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name.

B. If two (2) or more employees have the same last name, the same procedure shall be followed in respect to their first name.

ARTICLE VIII LAYOFFS AND RECALLS

Section 1: When it becomes necessary to lay off employees due to a lack of work, or to reduce the size of the work force, part-time and probationary employees shall be laid off first, and then those employees with the least seniority within the classification shall be laid off.

Section 2: Recall will be inverse to the order of layoff with classification only.

Section 3: In the event an employee is to be laid off, the employee will be given two (2) weeks written notice (or its equivalent in regular pay) prior to layoff.

Section 4: Seniority employees on layoff will be retained on the recall list for eighteen (18) consecutive months but thereafter shall be dropped from the layoff list and shall lose seniority.

Section 5: The Employer will not hire new employees to a classification within which there remain laid off employees who have not been recalled as provided in Section 2 above; and the Employer will not for more than one (1) day use employees assigned to one classification in another classification if there remain laid off employees within the latter classification who have not been recalled; provided, however, that nothing herein contained shall prevent the Employer from hiring temporary or substitute help pending the return to work of recalled employees.

ARTICLE IX

VACANCIES AND JOB OPENINGS

Section 1: All new job openings shall be posted on a bulletin board for five (5) consecutive working days. All job postings will include a brief description of the duties involved, but the description shall not be considered to be the official job description of the vacancy. A copy shall be given to the Unit President on the date of posting. Employees on vacation or layoff who may wish to be considered for any posted opening or recall during their vacation period or layoff shall notify the Unit President of their address and telephone number where they may be contacted. The Unit President or Vice President will notify such employees and shall have authority to sign postings if the absent employee so desires.

Section 2: All new jobs and job openings and promotions within the classification shall be filled based upon the most qualified employees. If two or more employees have equal qualifications then the one with the most seniority shall fill the position.

Section 3: If an employee is transferred to a higher paying classification, he will receive the pay of the higher classification.

Section 4: It is understood and agreed that on occasion employees may be requested to perform duties in other classifications to fill in for absent employees. Further, if this temporary assignment does occur, no additional pay will be granted. Temporary assignment shall not exceed seven (7) working days.

ARTICLE X

WORKING HOURS AND SCHEDULE

Section 1: For all twelve-month employees, the normal work day shall consist of eight (8) consecutive hours. The normal work week shall consist of five (5) consecutive days, Monday through Friday, inclusive. The normal work week shall consist of forty (40) hours. Further, custodial personnel will continue to make boiler

checks as necessary on weekends as in the past without additional compensation, but arrangements will be made for compensatory time off. It is understood that boiler checks will be at the direction of management and that compensatory time will be taken off by mutual agreement between the employee and management. Boiler checks shall not be subject to call-in time.

Bus drivers "normal working hours" will vary with the assigned run. It is understood, however, that the K-12 routes and extra routes will average between one hour and ten minutes to one hour and forty-five minutes and, as in the past, the bus driver will be paid for two hours of time. Included within this average time the K-12 bus routes and extra routes drivers are expected to clean buses, provide safety checks, gas buses and to handle incidental disciplinary problems as may from time-to-time arise. The compensation provided bus drivers includes these extra duties and no additional compensation will be paid, it being understood that on the average through the year the time will even out.

Normal work day for classroom teacher aides will be seven (7) hours per day; library aides, six (6) hours per day; bus aides, as the bus route requires. It is understood that no employee is guaranteed any work time by virtue of this Agreement, but merely the parties are setting forth the normal work hours.

Section 2: The Employer agrees to provide notification to bus drivers of changes that occur which affect their assigned routes as soon as reasonably possible. The skill center drivers shall receive the student name list in a timely manner. The principal's office shall receive attendance records in a timely manner.

Section 3: TRIPS

A. A trip is transportation to and from an extracurricular activity or an activity outside of the normal classroom setting.

B. If a driver's regularly scheduled hours total forty (40) in any one week, s/he shall be ineligible for trips in that week and the names shall be rotated automatically. A driver may refuse to take a trip, however, if s/he does refuse his/her name will go to the bottom of the list and the next driver on the list will receive the trip. Any regular bus driver may elect, at the beginning of each season (fall, winter, spring), to not be included in the rotation list for that individual season's trips as long as there are sufficient regular drivers available to cover the season trips. If no regularly scheduled driver chooses to take the trip a substitute driver may be assigned the trip. However, if no substitute driver is available a regular driver shall be assigned the trip based on the least senior driver in a rotating basis. If a driver is assigned a trip against their wishes and at a later time another driver becomes available and willing to take the assigned trip, this trip may be reassigned upon written notice in advance to the

transportation supervisor. If a regular driver chooses to not be included on the rotation of a particular season trip list, that driver shall not be assigned a trip even if said driver is the least senior driver on the complete seniority list. If a regular driver is assigned the trip because of the lack of an available sub driver, the regular driver shall receive their route rate of pay for the first two (2) hours of the assigned trip and then the trip rate of pay for the remaining hours on the trip.

C. The trip will be available for bidding on for twenty-four (24) hours from the posted time. Drivers are obligated to indicate their preference during this twenty-four (24) hour period. If there is no response by a driver's name, this will be considered a refusal. Filling out the driver's preference sheet is each driver's responsibility. After twenty-four (24) hours, the trip request and driver's preference sheet will be removed from the posting board and the trip will be assigned by the seniority rotation procedure. Drivers will be notified of trips they have been assigned.

1. Field Trips

A roster shall be established at the beginning of each school year for field trips and all drivers' names shall be entered on the roster in seniority order. Thereafter, any trips that are posted (except as hereinafter specified) will be assigned to the first driver on the list and each trip thereafter will be assigned on a rotating basis through the entire list.

2. Trip Request Procedures

The transportation supervisor will attach to each trip request a driver's preference sheet. The trip request shall have a description of the trip including the destination of the trip, the purpose of the trip, the teacher or person in charge, the estimated duration of the trip, the day, time and place of departure and such other pertinent information as may be available such as scheduled stops, meal times, etc.

3. Summer Program Field Trips

A roster shall be established each year prior to the start of the summer program for summer program field trips and all drivers' names who wish to participate shall be entered on the roster in seniority order. Thereafter, any trips that are posted (except as hereinafter specified) will be assigned to the first driver on the list and each trip thereafter will be assigned on a rotating basis through the entire list.

Summer migrant swim trips will be assigned on a rotating basis after all summer program field trips are assigned. They will be assigned in one (1) week blocks.

4. Summer Swim trips

A perpetual rotation based on seniority has been established and will be continued. This rotation will be updated as drivers leave and new drivers are hired. New drivers will be added to the list in seniority order. Trips will be assigned on a rotating basis through the entire list. One driver will be assigned the entire summer swim trips.

5. Sport Trips

A roster shall be established at the assignment meeting for each sport season and all drivers' names interested in driving shall be entered on the roster in seniority order. Thereafter, any trips that are posted (except as hereinafter specified) will be assigned to the first driver on the list and each trip thereafter will be assigned on a rotating basis through the entire list.

6. Inclement Weather Only Trip (Trips requested to transport students only in the event of inclement weather occurring on the day of the trip.)

These are assigned by following the above trip request procedures, however, the driver is not charged for the trip (in rotation) until the actual trip occurs that needs transportation due to inclement weather. If the transportation is provided this will cause the driver to be ineligible for their next available trip rotation in which they would normally be eligible to take.

7. Emergency Trips

Trips with less than twenty-four (24) hours notice before departure or a driver fails to report to work for a trip shall be filled on an emergency basis by the transportation supervisor. Drivers taking an emergency trip will be charged the same as "Inclement Weather only Trips".

D. The driver shall turn in to the Transportation Supervisor's office, the completed trip report, at the end of each trip, or no later than the next regular scheduled work day following the end of the trip.

Section 4: Special routes will have their hours (duration) determined by the time requirements for the individual special route based on periodic time studies throughout the school year. Either the driver or the transportation supervisor may initiate a time study if they feel that the time required to drive the special route varies from the scheduled time, either more or less. In the event that the driver requests that a time study be undertaken, the transportation supervisor shall begin the study five (5) days after the request, and the study shall last for five (5) days. The hours (duration) of the special route shall then be adjusted, if necessary, either up or down, retroactive to the beginning of the five (5) day time study period.

Section 5: Work descriptions for bus drivers:

- A. A route is transportation from home to the respective school and back home, e.g. K-12.
- B. Extra routes are transportation to and/or from a scheduled K-12 program, e.g. preschool, VoTech AM, VoTech PM, kindergarten.
- C. Special routes are any other types of transportation from home to the respective school and back home which does not meet the criteria of routes or extra routes, e.g. special education (Kalamazoo/Bangor/Paw Paw, adult education, adult education night, migrant education, pilot).

Section 6: Bidding procedures for special routes, routes, and extra routes.

- A. All routes will be posted in advance of the route assignment meeting held prior to the start of the school year.
- B. Copies of the bus routes shall be available to bus drivers a minimum of one business day (24 hours, Monday-Friday) prior to the bus drivers' bidding meeting.
- C. The bidding order shall be determined by seniority with the most senior driver having the opportunity to select first.
- D. The senior driver may select the route(s) they desire (K-12 routes, extra routes, special routes or any combination thereof) up to eight (8) hours/day, as long as there are no conflicting times/dates between any of the runs.
- E. After the first driver has selected their route(s), the next most senior driver shall follow, until all routes have been assigned.
- F. Routes which become open during the school year shall be offered to drivers in order of seniority as long as there are no conflicting times/dates between the runs. No driver shall be allowed to drive routes regularly scheduled over eight (8) hours/day.
- G. No driver shall be allowed to trade or switch their routes with another driver.
- H. A special route that has the hours (duration) changed, either up or down, shall not be reposted for bidding/bumping purposes.

I. In the event that a new route is created, the Employer will consult with the Union prior to assigning the route to a category (K-12, extra route, special route).

Section 7: K-12 drivers will be paid for four (4) hours per work day, VoTech A.M., VoTech P.M., preschool and kindergarten drivers will be paid for two (2) hours per work day. Drivers will be paid for only those days scheduled at the beginning of the school year pursuant to the district-wide calendar for their respective programs with the exception of the VoTech route which interacts with the district-wide and the ISD calendars.

Section 8: The supervisor shall make a good faith effort to equalize duration, miles and student count on all regular K-12 bus routes. However, there shall be no guarantee of any given duration, miles or student count on any K-12 bus route.

Section 9: It is understood and agreed that the van may be used for various trips and be driven by any authorized person without the necessity of posting the trips. The Employer shall not be obligated to hire members of the bargaining unit for the purposes of driving the van when there are ten (10) students or less in the van at athletic events.

Section 10: Adverse Weather.

A. All custodial/maintenance employees shall report to work on days when school is closed because of adverse weather unless specifically excused, provided, however, that any employee shall be allowed up to two (2) hours to report on such days without loss of pay if reasonably required. A custodial/maintenance employee who is specifically excused shall receive his regular compensation for time lost.

B. Aides and bus drivers - adverse weather. If school is called off, neither aides nor bus drivers are required to report for work. Bus drivers and aides will be paid for the Act of God days and will make up those days without additional pay if Act of God days must be made up in order to achieve full state aid.

ARTICLE XI

OVER-TIME PAY

Section 1: All employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of forty (40) hours in any one week.

Section 2: There will be no pyramiding of any premium pay provision in this Agreement.

Section 3: Bus drivers that drive trips posted in accordance with the previous Article will be paid in accordance with the rates established in Schedule B - Trips in this Agreement.

Section 4: Any employee called out to work for any hours outside their normal working hours as defined in Article X, Section 1, shall be paid a minimum of two (2) hours pay at their regular rate (as opposed to time and one-half). If overtime is paid, it will be for only actual time worked.

ARTICLE XII

SICK LEAVE AND PERSONAL BUSINESS DAYS

Section 1: Sick leave provisions.

A. At the beginning of each school year maintenance/custodial, maintenance and grounds coordinator, and bus mechanic classifications shall be granted twelve (12) days sick leave per year which may accumulate from year to year up to a maximum of one hundred (100) days. Bus drivers and all aides' classifications will be granted ten (10) days of sick leave which may accumulate to a maximum of eighty (80) days. Any employee leaving the employ of the Board having used more sick days than months of employment (one day per month) will have his/her final pay adjusted accordingly. Sick leave shall be earned at the rate of one (1) day per month.

B. Emergency Leave - Employees with more than ten (10) years service to the district shall be granted up to thirty (30) consecutive days emergency sick leave over and above their regular accumulated leave. Emergency sick leave is defined as continued serious illness requiring hospitalization or confinement at home as ordered by a physician.

C. Uses - Sick days may be used for:

1. Sickness in the immediate family (spouse, children, parents, grandparents, brother, sister, mother-in-law, father-in-law, step-children and step-parents).

2. Death in the immediate family (as defined in 1 above) or when the situation warrants with approval of the Superintendent.

3. Other extreme emergencies, if approved by the Superintendent.

D. Length of Day - Each sick day shall be equivalent in time to the employee's contracted work day.

E. In the event an employee retires from the Hartford Public Schools so as s/he is eligible for full retirement benefits under the Michigan Public Schools Retirement System, the employee will receive payment for 10% of the total accumulated, but unused, sick days at their current scheduled hours/day rate of pay.

Section 2: Personal Business Days

A. Days Granted - All employees will be entitled to two (2) personal leave days per year, accumulative at the rate of two (2) per year to a total accumulation of four (4).

B. Prior Notice - Written request for a business day or days shall be received by the employee's immediate supervisor at least twenty-four (24) hours prior to the date of leave except where an emergency prevents the twenty-four (24) hour written notice.

C. Purpose - Personal business days shall be considered for such types of business which cannot ordinarily be conducted outside of the normal working day.

D. Length of Day - Each personal business day shall be equivalent in time to the employee's contracted work day.

E. Employees who have accumulated four (4) personal business days at the end of the year shall be allowed to transfer up to two (2) days into their accumulated sick leave days.

Section 3: The Employer reserves the right to require medical certificates in absence of reasonable evidence of the employee's illness when the absence is in excess of two (2) days before compensation will be allowed.

Section 4: Sick leave shall be accumulated from date of hire and accruals shall be retained by the employee in each of the following cases: an employee who is absent on authorized leave of absence; an employee who transfers from one classification to another; and an employee who is recalled from layoff.

ARTICLE XIII

OTHER LEAVES OF ABSENCE

Section 1: Military Leave.

A. Re-employment rights will be granted in accordance with law for any employee who enlists or is drafted in the armed services of the United States.

B. Those employees involved in National Guard, Navy Reserves or any other military branch and are called to active duty will be accorded such benefits as are provided by law.

Section 2: Maternity Leave - It is understood that disability due to maternity will be treated as any other illness or disability for sick leave purposes. Employees that become pregnant are required to notify the Employer of the projected date of confinement and in addition thereto are required to provide a medical statement from their physician as to their ability to continue work. It is understood that the requirement for the statement from the physician as to their ability to continue work is necessary for the health and safety of the employee and for the unborn child. If special conditions exist due to the pregnancy that the employee and her physician are aware of that might cause the employee to be unable to perform services, the Employer requests that the employee through the physician make these conditions known to the Employer so that arrangements may be made for the protection of the employee as well as for the smooth operation of the employee's duties.

Section 3: An employee may apply to the Superintendent in writing for an unpaid leave of absence specifying the reason therefore and the length of the leave. The Superintendent may grant such leave of absence if of a short duration. If the leave request is of a longer duration, Board approval may be required. Seniority will continue to accumulate if the leave is for thirty (30) days or less, if in excess of thirty (30) days no seniority will accumulate.

Section 4: Family Medical Leave - A leave of absence of up to twelve (12) weeks during any twelve (12) month period, as defined in the Federal Family and Medical Leave Act ("FMLA") of 1993, shall be granted to any employee who has worked a minimum 1250 hours in the preceding twelve (12) months, pursuant to the FMLA, for any of the following purposes:

- A. The birth or placement for adoption or foster care of a child;
- B. Because of a serious mental or health condition of a spouse, son, daughter, or parent of the employee (as defined in the FMLA of 1993);
- C. Because of the employee's own serious health condition;
- D. The care of a child under the age of 18, or an older child, incapable of self-care because of a mental or physical disability.

If the leave is taken for medical reasons, the Board may require medical certification pursuant to the FMLA.

At the option of the employee and with the employer's consent, a family leave may be taken on an intermittent or reduced schedule basis for the serious health condition of the employee or the prescribed family members cited in (b) or (c) above. In the event an employee is to be transferred in order to better accommodate recurring periods of leave, all the transfer language of Article 9 - Vacancies and Job Openings shall apply.

The employer shall continue all health benefits during the twelve (12) week leave. If the employee fails to return from leave at its expiration, except in the event of the continuance, onset, or recurrence of a serious health condition of the employee, other circumstances beyond the employee's control, or the extension of the unpaid leave, the Board shall have the right to recover all premium payments made during the unpaid leave interval.

The general provisions of subsection (A) shall be applicable.

The employee may choose to utilize paid sick leave, personal leave, and/or vacation leave for all or part of the duration of the leave where otherwise authorized by this Agreement or as additionally authorized by the employer.

Upon return, the employee shall be returned to the position held at the beginning of the leave consistent with the Act.

ARTICLE XIV

HOLIDAYS

Section 1:

A. The following holidays shall be recognized as paid holidays for all twelve (12) month employees:

- New Year's Eve Day
- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Full Day following Thanksgiving Day
- Christmas Eve Day
- Christmas Day

It is expressly understood that these holidays do not apply to school year employees.

B. School year employees will receive two and one-half (2-1/2) days regular pay in addition to their regular pay in the last paycheck immediately preceding the winter holiday break.

For the 1996-97 school year only those bus drivers and sub bus drivers that received an overpayment on their 1995-96 trip hourly rate will have their holiday pay, stated in the above paragraph, reduced by the total amount of the 1995-96 overpayment.

ARTICLE XV

VACATIONS

Section 1: Twelve-month employees only will be entitled to vacation on the following basis: after completion of one (1) full year - two (2) weeks vacation; after eight (8) full years of employment - three (3) weeks vacation; after eleven (11) full years - three (3) weeks and three (3) days vacation; after completion of twenty (20) full years - three (3) weeks and four (4) days; after completion of twenty-five (25) full years - four (4) weeks vacation.

Section 2: All vacations are to be taken between school adjournment in the spring and the first day of school in the fall. Employees with three weeks of vacation may apply to the Business Manager to take one of their vacation weeks during the school year. The Business Manager may grant the request provided suitable coverage of the employee's duties may be effectuated during his/her absence by the remaining employees in the classification. Vacations shall be subject to management scheduling and no vacation will be granted during the winter (Christmas and New Years) or spring break.

Section 3: Vacations may not be carried over from year to year nor may they be accumulated.

Section 4: Should an employee be terminated, all accrued vacation shall be prorated and paid.

Section 5: In the event an employee on sick leave has exceeded his/her sick leave bank, s/he may utilize vacation as sick leave at the employee's option.

ARTICLE XVI

BUS DRIVERS

Section 1: A bus driver is responsible for obtaining school bus driving licenses and endorsements required by law. Upon presentation of receipt of payment, the Board will reimburse drivers for the cost of the license and required road tests which were not a result of the driver's driving record and for existing drivers, the Board will pay for the renewal costs (from C-3 to CDL is considered a renewal) of license only.

Section 2: Jackets - The district will purchase jackets for regular bus drivers tri-annually. The cost of the jackets shall not exceed \$40.00 each. It is recommended that the jackets all be purchased from the same supplier. Drivers are to be responsible for payment for any lettering on their jackets.

Section 3: The school district will pay up to \$40.00 every third year to aides required to do recess duty out-of-doors for clothing or foot covering.

ARTICLE XVII

JURY DUTY

An employee who is called for jury duty shall be compensated for the difference between their normal salary and that which they receive for performance of such duty, less reimbursed expense and travel allowance.

ARTICLE XVIII

NO STRIKE CLAUSE

The Union and the Board recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Board subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of school program. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, a strike, nor shall any of its employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XIX

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly, waives the right and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XX

MISCELLANEOUS

Section 1: The Employer agrees to provide a bulletin board in each of the buildings which may be used to carry Union announcements, notices of meetings, results of Union elections and notices pertaining to nominations and elections.

Section 2: Bus drivers required to attend drivers' school will be reimbursed for tuition and meals at a previously agreed rate. Additionally, the Employer will pay for mileage at the current IRS rate less one (1) cent per authorized mile driven, to and from school. The employer expects the drivers to share rides with four (4) persons per car.

Section 3: Courtesy passes for all drivers that drive sport trips, if available, will be provided by the Employer. In the event no such courtesy passes are available, the drivers will be reimbursed for gate charges required at schools which are visited.

Section 4: Twelve-month employees working eight (8) hour shifts and aides who work six (6) or more hours daily will be allowed one-half hour for lunch which will be unpaid. Further, each employee will be allowed one (1) fifteen minute coffee break in the first half of the shift and one (1) fifteen minute coffee break in the second half of the shift with pay.

Section 5: All twelve-month employees covered by this Agreement shall be paid on the basis of twenty-six (26) equal pay periods. All school year employees will be paid on the basis of twenty-one (21) equal pay periods. All school year employees may, at the employee's option prior to the first pay period, select twenty-six equal pay periods.

Section 6: Any physical examination of employees in the employ of the Board which are required by the Employer shall be at the expense of the Employer. Physicals will be given by the Board's physician or a maximum of \$40.00 will be paid by the Employer.

Section 7: Employees must report to their supervisor in writing and within twenty-four (24) hours (on a form supplied by the Employer) all accidents or injuries sustained by students or themselves during working hours.

Section 8: All employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as required by the Employer.

A. Safety devices or equipment as are required by the Employer shall be at the expense of the Employer.

Section 9: All required tools for custodial/maintenance shall be provided by the Employer. Employees will receipt for such tools and be responsible for their maintenance and safekeeping. If lost, misplaced, or otherwise rendered inoperable, the employee shall replace same unless destroyed through normal wear and tear.

Section 10: Where the Employer requires attendance at workshops or training sessions, any tuition or course costs will be paid by the Employer. Employees will not be paid for attending the training sessions but they shall not lose pay for attendance except bus drivers will continue to be paid as in the past to attend recertification classes.

Section 11: Reasonable and necessary expenses incurred by bus drivers on field trips or extra runs will be reimbursed by the Employer upon showing of receipts.

Section 12: Bus drivers that take an overnight trip will be paid at their route rate of pay plus \$.50 per hour of actual driving time. The Board will pay up to eight (8) hours of non-driving time for each overnight stay at the trip rate plus \$.50 per hour rate of pay. If an overnight trip lasts more than twenty-four (24) hours, the driver's additional non-driving time will be prorated for every hour up to forty-eight (48) hours based on eight (8) hours per each twenty-four (24) hour time period. Motel accommodations may be provided at the option of the driver.

Section 13: Interpretation. Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws or regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It highlights the importance of using reliable sources and ensuring the accuracy of the information gathered.

3. The third part of the document focuses on the interpretation and analysis of the collected data. It discusses the various statistical tools and techniques used to identify trends and patterns in the data.

4. The fourth part of the document discusses the importance of communication and reporting. It emphasizes the need for clear and concise communication of the findings and conclusions of the study.

5. The fifth part of the document discusses the importance of ethical considerations in research. It highlights the need for researchers to adhere to ethical guidelines and ensure the integrity of the research process.

6. The sixth part of the document discusses the importance of ongoing evaluation and improvement. It emphasizes the need for researchers to regularly assess the quality of their work and make necessary adjustments.

7. The seventh part of the document discusses the importance of collaboration and teamwork. It highlights the benefits of working with others and sharing knowledge and resources.

8. The eighth part of the document discusses the importance of staying up-to-date on the latest research and developments in the field. It emphasizes the need for continuous learning and professional development.

9. The ninth part of the document discusses the importance of maintaining a positive attitude and resilience. It highlights the challenges of research and the need for perseverance and optimism.

invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

Section 14: All employees covered by this Agreement will be required to sign individual contracts. However, said individual contracts shall be subject to the provisions of this Agreement and shall be subordinate to the terms of this Agreement.

ARTICLE XXI

MEDICAL CARE INSURANCE

The Board will provide the full cost of MESSA Super Care I Health Insurance for all twelve month employees. School year (9 month) employees will receive up to 60% of the applicable rates.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996. The contract shall continue in effect until July 1, 1998.

This Agreement entered into this 19th day of September, 1996, as witnessed by the parties below:

Local 586

By: James Shilton

By: Geraldine Boyd

By: Teresa D. Babb

By: Shirley Tillman

Board of Education

By: David D. [Signature]

By: Harry [Signature]

By: Ed [Signature] B.S.

By: Sydney [Signature]

SCHEDULE A

<u>CLASSIFICATION</u>	<u>1996-97 WAGES</u>	<u>1997-98 WAGES</u>
Mechanics		
Probationary	\$11.65	\$12.00
Step 1	\$12.15	\$12.50
Step 2	\$13.84	\$14.24
Step 3	\$15.52	\$15.97
Step 4	\$16.59	\$17.07
Longevity 11+Years	\$16.74	\$17.22
Maintenance/Custodial		
Probationary	\$ 9.72	\$10.02
Step 1	\$10.22	\$10.52
Step 2	\$10.92	\$11.24
Step 3	\$11.86	\$12.20
Step 4	\$12.11	\$12.46
Longevity 11+Years	\$12.26	\$12.61
Bus Drivers		
Probationary	\$ 9.65	\$ 9.94
Step 1	\$10.15	\$10.44
Step 2	\$10.77	\$11.08
Step 3	\$11.51	\$11.84
Step 4	\$12.53	\$12.89
Longevity 11+Years	\$12.68	\$13.04
Grounds Coordinator		
Probationary	\$11.83	\$12.19
Step 1	\$12.33	\$12.69
Step 2	\$12.79	\$13.16
Step 3	\$13.56	\$13.95
Step 4	\$13.84	\$14.24
Longevity 11+Years	\$13.99	\$14.39
Classroom Aides		
Probationary	\$6.98	\$7.20
Step 1	\$7.48	\$7.70
Step 2	\$7.91	\$8.14
Step 3	\$8.40	\$8.64
Step 4	\$8.90	\$9.16
Longevity 11+Years	\$9.05	\$9.31
Library/Bus Aides		
Probationary	\$6.43	\$6.63
Step 1	\$6.93	\$7.13
Step 2	\$7.33	\$7.54
Step 3	\$7.78	\$8.01
Step 4	\$8.23	\$8.47
Longevity 11+Years	\$8.38	\$8.62

SCHEDULE B

If a trip exceeds three (3) hours, drivers will be paid at the hourly rate of \$8.11 in 1996-97 and \$8.35 in 1997-98 school years respectively. Bus drivers that take trips will be paid for a minimum of three (3) hours at the hourly rate of \$8.11 in 1996-97 and \$8.35 in 1997-98 school years respectively. If a trip is cancelled after 1:00 p.m. and a substitute takes the scheduled route, the regular driver will be paid for one (1) hour at his/her route rate.



