

**Hartford Public Schools**

**July 1, 2018**

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**June 30, 2021**

## TABLE OF CONTENTS

		Page
	Agreement	3
Article I	Purpose and Intent	3
Article II	Recognition and Classifications	3
Article III	No Discrimination Clause	4
Article IV	Union Representation	4 - 5
Article V	Management Rights	5 - 7
Article VI	Grievance Procedure	7 - 10
Article VII	Seniority	10 - 11
Article VIII	Layoffs and Recalls	12
Article IX	Vacancies and Job Openings	12 - 13
Article X	Working Hours and Schedule	13 - 19
Article XI	Overtime Pay	19
Article XII	Sick Leave and Personal Business Days	20 - 21
Article XIII	Other Leaves of Absence	21 - 23
Article XIV	Holidays	24
Article XV	Vacations	24 - 25
Article XVI	Bus Drivers	25
Article XVII	Jury Duty	25
Article XVIII	No Strike Clause	26
Article XIX	Waiver Clause	26
Article XX	Miscellaneous	27 - 28
Article XXI	Medical Care Insurance	29
	Salary Schedules	30 - 32
	Schedule B	33
Article XXII	Duration of Agreement	33



## **AGREEMENT**

This Agreement entered into this 28th day of June, 2018, between the Hartford Public Schools (hereinafter referred to as EMPLOYER) and Local 517M S.E.I.U. (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 RECOGNITION AND CLASSIFICATIONS**

#### **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.
2. Custodial
3. Groundskeeper
4. Maintenance
5. Qualified Paraprofessional. To enter this classification the employee must meet criteria established by State or federal qualifications.
6. Bus Paraprofessionals.

### **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:** Any bargaining will take place at times other than the normal working hours of employees unless mutually agreed to by the Employer. 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 2:** The authority of the 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 3:** 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 purpose.

**Section 4:** The Employer shall, within ten (10) work days, notify the Union of any new hire(s).

## **ARTICLE V MANAGEMENT RIGHTS**

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union neither as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by the way of limitation, the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge non probationary employees for nonarbitrary/capricious reasons, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees in accordance with the Articles contained in this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distribution, dissemination, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including physical conditions as provided by law.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions, or subdivisions, buildings or other facilities.
8. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
11. Determine the policy affecting the selection, testing or training of employees.
12. To hire all employees, to determine their qualifications and conditions for their continued employment.
13. To establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
14. To determine and re-determine job content.

There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the rights, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violations of law. It is further recognized that the Board, in meeting such responsibilities and exercising its powers and rights, acts through its administrative staff.

Subject to the provisions of this Agreement and Public Act 379 of the Public Acts of 1965, the school district reserves and retains full rights, authority and discretion to control, supervise and manage the operation of all schools and the educational process and to make all decisions and policies not inconsistent with the terms of this Agreement.

## **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 paraprofessionals, and the business manager for all grievances arising from bus drivers, bus paraprofessionals, 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.



**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 violation(s); and
- 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 five (5) days of its alleged occurrence, or within five (5) 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 five (5) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) 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, may designate one or more of its members to hold future hearings 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, with a copy to the Board, and request an arbitrators list be submitted to the Union and the Employer. The hearing shall be conducted in accordance with the AAA rules.

- A. Powers of the arbitrator are subject to the following limitations:
1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  2. He shall have no power to establish salary scales or to change any salary.
  3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
  4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  5. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
- 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 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 is to be at their assigned duty station.

**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.

Employees shall also accumulate classification seniority within the classification they hold. If an employee transfers to another classification, whether through a job bid or through the layoff/bump procedure, the employee's classification seniority shall be frozen within the classification they left and their classification seniority within the new classification shall begin at zero or at the level they had previously in that same classification.

**Section 2:** Probationary Employees. Each new employee shall be considered to be on probation and shall have no seniority until such employee has worked ninety (90) 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 she/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 she/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 she/he fails to return to work immediately upon the expiration of a leave of absence without justifiable reason.
- E. When she/he has been laid off twelve (12) consecutive months or length of seniority whichever is less.

**Section 4:** An up-to-date seniority list shall be prepared and presented to the Union twice a year in the months of October and March. Objections to the list shall be filed within fifteen (15) days of presenting the list; thereafter, the list shall be final and conclusive except for clerical errors. Additions made at the interim periods shall be given to the president.

- A. When the seniority list is initially prepared or 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, or to reduce the size of the work force, part-time and probationary employees within the classification shall be laid off first, and then those employees with the least seniority within the classification shall be laid off provided the more senior employee is qualified to perform the duties of the remaining position.

An employee laid off from one classification may "bump" into a different classification in which they have earned classification seniority if there are employees with less classification seniority than theirs in that classification. The employee must be qualified to perform the duties of the position into which they are bumping. Qualifications shall include evaluations and discipline record.

**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 twelve (12) 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 five (5) days 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 substitute help pending the return to work of recalled employees.

**ARTICLE IX  
VACANCIES AND JOB OPENINGS**

**Section 1:** Whenever any vacancy in the bargaining unit ~~in the district~~ shall occur, the Board shall publicize the vacancy through email to all bargaining unit members.

**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. Qualifications shall include evaluations and discipline record.

**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 full time employees, the normal workday shall consist of eight (8) consecutive hours. The normal workweek shall consist of five (5) consecutive days, Monday through Friday, inclusive. The normal workweek shall consist of forty (40) hours.

Bus drivers "normal working hours" will vary with the assigned run. 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. K-12 drivers will be paid for four (4) hours per work day, VoTech A.M., VoTech P.M. 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.

Normal work day for paraprofessionals will be seven (7) hours per day. Bus paraprofessionals normal work day will be as the assigned bus route requires and they will be paid four (4) hours per day.

Twelve-month employees working eight (8) hour shifts and paraprofessionals 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.

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. The term driver in section 3 refers to Bus Driver and Bus Paraprofessional II.
- B. If a driver's regularly scheduled hours total forty (40) in any one week, she/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 she/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 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 trip as long as there are sufficient 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 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 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 driver is assigned the trip because of the lack of an available sub driver, the 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/Band 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. Bus Paraprofessional II will be placed on the list by seniority after the least senior bus driver. 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 School Migrant/Title I Routes

A perpetual rotation roster based on seniority has been established and will be continued. This rotation will be updated as bus drivers leave and new bus drivers are hired. New bus drivers will be added to the list in seniority order. Routes will be assigned on a rotation basis through the entire list. Bus Paraprofessional II employees will not be placed on this rotation.



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 and Extra 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 regularly scheduled (daily) transportation from home to the respective school and back home, (e.g., K-12).

- B. 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, extra routes or extra special routes (e.g., special education, Kalamazoo/Bangor/Paw Paw and adult education).
- C. Extra routes are regularly scheduled (daily) transportation to and/or from a scheduled K-12 program (e.g., preschool, VoTech AM, VoTech PM, kindergarten).
- D. Extra Special routes are extra routes which have their time requirements determined the same way that special routes are determined. (e.g., adult education night, migrant after school).

**Section 6: Bidding procedures for routes, special routes, extra routes, and extra special 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 driver's bidding meeting.
- C. The bidding order shall be determined by seniority with the most senior driver having the opportunity to select first. Bus Paraprofessionals are not included in this bidding process.
- D. After the first driver has selected one route or special route, the next most senior driver shall follow, until all routes have been assigned.
- E. Regular bus routes will be bid every three (3) years.
- F. Extra and extra special routes will be assigned every 1 semester on a rotation basis through the entire seniority list. (Note: The VoTech AM is one (1) extra route and the VoTech PM is one (1) extra route). This rotation will be updated as bus drivers leave and new drivers are hired.
- G. No driver will be allowed to select a combination of routes, which exceeds 8 hours per day.

- H. 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.
- I. No driver shall be allowed to trade or switch their routes with another driver.
- J. A special route or extra special route that has the hours (duration) changed, either up or down, shall not be re-posted for bidding/bumping purposes.
- K. 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, extra special route).

**Section 7:** 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 8:** 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 9:** 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. Paraprofessionals and bus drivers - adverse weather. If school is called off, neither aides nor bus drivers are required to report for work. Bus drivers and paraprofessionals 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.

**Section 10:** Bus drivers that take an overnight trip will be paid at their route rate of pay plus \$1.00 per hour of actual driving time. Driving time is defined as pretrip, loading and unloading, and time on bus while at restaurant and rest area stops. 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 last 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.

## **ARTICLE XI OVERTIME PAY**

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

**Section 2:** There will be no pyramiding of any premium pay provisions 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 custodial/maintenance 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 and time worked will be compensated at time and a half.

**ARTICLE XII  
SICK LEAVE AND PERSONAL BUSINESS DAYS**

**Section 1: Sick leave provisions.**

A. At the beginning of each school year custodial, maintenance, and groundskeeper classifications shall be granted ten (10) 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 paraprofessionals classifications will be granted eight (8) days of sick leave which may accumulate to a maximum of eighty-five (85) 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 starting in July for custodial, maintenance and groundskeeper classifications. Sick leave shall be earned at the rate of one (1) day per month starting in September for bus drivers and all paraprofessionals classifications.

B. 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, up to eight (8) days (as defined in 1 above) or when the situation warrants with approval of the Superintendent.
3. Other extreme emergencies, if approved by the Superintendent.

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

D. In the event an employee retires from the Hartford Public Schools so as she/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, excluding emergency 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 three (3) 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 or where there is a pattern of absenteeism 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 delivery date. 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:** Unpaid Leave - 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 not more than 20 days. 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 except as provided under FMLA.

**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 of 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.
- E. Other reasons specified by FMLA.

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. The employer may require the employee to exhaust paid leave as part of the FMLA leave.

Upon return, the employee shall be returned to the position held at the beginning of the leave consistent with the Act. FMLA leave shall be administered per the statutory and regulatory provisions.

**Section 5:** The Employer agrees to grant three (3) days of unpaid leave for a maximum of two (2) bargaining unit members which may be used in accordance with the following guidelines: attendance at meeting of the Service Employees International Union for the purpose of conducting official SEIU business, including conventions, conferences, workshops, schools and other similar activities related to the representation of the employees covered by the agreement. A request for Union leave shall be made in writing not less than five (5) working days prior to the leave. The Union shall reimburse the Employer the cost of the substitute.



**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  
\*Full Day before Thanksgiving  
Thanksgiving Day  
Full Day following Thanksgiving Day  
Christmas Eve Day  
Christmas Day

The Friday before Labor Day will be a paid holiday  
in any contract year that has 260 work days.

\*If the district calendar changes and these days are added as student days or professional development, these will become work days.

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

- B. School-year employees will receive two and one-half (2.5 ) days regular pay in addition to their regular pay in the last paycheck immediately preceding the winter holiday break.

**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 as a full year employee - two (2) weeks vacation; after eight (8) full years as a full year employee - three (3) weeks vacation; after eleven (11) full years as a full year employee - three (3) weeks and three (3) days vacation; after completion of twenty (20) full years as a full year employee - 3 weeks & 4 days; after completion of 25 full years as a full year employee - 4 weeks of vacation.

**Section 2:** All vacations are to be taken between school adjournment in the spring and the first day of school in the fall, except employees may apply for up to five (5) days vacation during the normal student school year except for during the winter or spring break periods. When granting vacation requests it is understood that the district must maintain coverage of school buildings. School year vacation time may be denied if more than one employee requests the same vacation days or if it is not possible to cover an employees' assigned work. In cases where two employees request the same vacation period during the school year the most senior employee will receive the requested vacation days.

**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, he/she 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 \$50.00 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.

## **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. If the employee is released early, he/she shall contact their supervisor whether to return to work.

**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 principle 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:** Bargaining unit members shall be paid bi-weekly on an hourly basis. The definition of the work week is the pay period of Sunday through Saturday.

**Section 5:** Any physical examination of employees 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 6:** 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 work hours.

**Section 7:** All employees shall observe all safety rules which are established by the employer and shall use such safety equipment as required by the employer.

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

**Section 8:** All required tools for custodial/maintenance shall be provided by the Employer. Employees will provide receipts 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 9:** Where the Employer requires attendance at workshops or training sessions, any tuition or course cost will be paid by the Employer. When a paraprofessional is required to attend a conference, training, or inservice during the summer, they will receive their regular hourly rate or compensatory time. Bus drivers will continue to be paid as in the past to attend re-certification classes.

**Section 10:** 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 11:** 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 this Agreement. If any provision of this Agreement invalidated, either party may request that the parties meet for the purpose of renegotiating any such invalidated provision.

**Section 12:** The school district will pay up to \$50.00 every third year to paraprofessionals required to do recess duty out-of-doors for clothing or foot covering.

**Section 13:** If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**Section 14:**

For the first four (4) days of the school year, one district paraprofessional will ride on each bus during the morning and afternoon routes. Job openings will be posted annually via email, positions will be awarded based on seniority. In the event there are fewer applicants than positions needed, the district will assign mandatory positions to be filled starting with the least senior paraprofessional. In accordance of performing duties, the rate of pay will be equal to the bus paraprofessional salary schedule equivalent to individual years of service. All paraprofessionals fulfilling duties assigned to bus routes will report to the bus garage each of the first four (4) days of school at 6:30am and 2:30pm.

**A. Duties**

- Assisting the driver to maintain good student conduct on the bus, this does not include logging discipline entries.
- Assisting in students entering and exiting the correct bus and dropped off at the correct location.

**Section 15:**

When a qualified paraprofessional is asked to substitute for a teacher, such paraprofessional will be paid either their hourly rate or the district's substitute teacher hourly rate, whichever is higher.

**ARTICLE XXI  
MEDICAL CARE INSURANCE**

**Section 1:** The board will contribute the following percents of the monthly hard cap amounts towards employee's health insurance from July 1, 2018 till June 30, 2021. The medical benefit year is from January 1 till December 31. The Board's contribution shall increase per the annual statutory increase according to PA 152 on January 1st of 2019,2020, and 2021.

	Custodians	7-8 Hour School Year	Less than 7 hour School Year but more than 5.5 hours
Single	100%	68%	62%
2 Person	100%		
Family	100%		

All paraprofessionals hired as of August 1, 2004.

Single           76%  
2 Person       76%  
Family           76%

**Section 2:** The Employer will maintain a Section 125 Plan.

**Section 3:** The Employer shall not make premium contributions for abortion or abortion-related coverage, or any other benefit which may result in a penalty to the district is prohibited by law or regulation.

**Salary Schedule**

18-19 Steps and a 2% increase

19-20 Steps and a 2% increase

20-21 Steps and a 1.5% increase

18-19

	<b>Groundskeeper</b>	<b>Maintenance</b>	<b>Custodial</b>
<b>Probation</b>	\$15.06	\$17.68	\$14.55
<b>Step 1</b>	\$15.56	\$18.18	\$15.05
<b>Step 2</b>	\$16.65	\$18.86	\$16.14
<b>Step 3</b>	\$18.01	\$19.98	\$17.50
<b>Step 4</b>	\$18.52	\$20.61	\$18.01
<b>Longevity + .15</b>	\$18.67	\$20.76	\$18.16

	<b>Bus Driver</b>	<b>Bus Para</b>	<b>Paraprofessional</b>
<b>Probation</b>	\$14.45	\$10.68	\$10.55
<b>Step 1</b>	\$14.95	\$11.18	\$11.05
<b>Step 2</b>	\$15.85	\$11.77	\$11.66
<b>Step 3</b>	\$16.94	\$12.46	\$12.37
<b>Step 4</b>	\$18.66	\$13.30	\$13.24
<b>Longevity + .15</b>	\$18.81	\$13.45	\$13.39

The longevity rate is given after completing 11 full years of employment.

19-20

	<b>Groundskeeper</b>	<b>Maintenance</b>	<b>Custodial</b>
<b>Probation</b>	\$15.37	\$18.04	\$14.85
<b>Step 1</b>	\$15.87	\$18.54	\$15.35
<b>Step 2</b>	\$16.98	\$19.24	\$16.46
<b>Step 3</b>	\$18.37	\$20.38	\$17.85
<b>Step 4</b>	\$18.89	\$21.02	\$18.37
<b>Longevity + .15</b>	\$19.04	\$21.17	\$18.52

	<b>Bus Driver</b>	<b>Bus Para</b>	<b>Paraprofessional</b>
<b>Probation</b>	\$14.75	\$10.90	\$10.77
<b>Step 1</b>	\$15.25	\$11.40	\$11.27
<b>Step 2</b>	\$16.17	\$12.01	\$11.89
<b>Step 3</b>	\$17.28	\$12.71	\$12.62
<b>Step 4</b>	\$19.03	\$13.57	\$13.50
<b>Longevity + .15</b>	\$19.18	\$13.72	\$13.65

The longevity rate is given after completing 11 full years of employment.



20-21

	<b>Groundskeeper</b>	<b>Maintenance</b>	<b>Custodial</b>
<b>Probation</b>	\$15.61	\$18.32	\$15.08
<b>Step 1</b>	\$16.11	\$18.82	\$15.58
<b>Step 2</b>	\$17.23	\$19.53	\$16.71
<b>Step 3</b>	\$18.65	\$20.69	\$18.12
<b>Step 4</b>	\$19.17	\$21.34	\$18.65
<b>Longevity + .15</b>	\$19.32	\$21.49	\$18.80

	<b>Bus Driver</b>	<b>Bus Para</b>	<b>Paraprofessional</b>
<b>Probation</b>	\$14.98	\$11.07	\$10.94
<b>Step 1</b>	\$15.48	\$11.57	\$11.44
<b>Step 2</b>	\$16.41	\$12.19	\$12.07
<b>Step 3</b>	\$17.54	\$12.90	\$12.81
<b>Step 4</b>	\$19.32	\$13.77	\$13.70
<b>Longevity + .15</b>	\$19.47	\$13.92	\$13.85

The longevity rate is given after completing 11 full years of employment.

**Schedule B**

**Field Trips**

If a trip exceeds three (3) hours, drivers will be paid at the hourly rate of \$12.53 for 2018-19, \$12.78 for 2019-20, and \$12.97 for 2020-21. Bus drivers that take trips will be paid for a minimum of three (3) hours at the hourly rate. 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.

If a driver elects to take a trip which would interfere with their regular paid route, the driver shall receive their route rate of pay for the first two (2) hours of the trip taken and then the trip rate of pay for the remaining hours on the trip.

**ARTICLE XXII  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2018. This contract shall continue in effect until June 30, 2021.

This Agreement entered into this 28th day of June, 2018, as witnessed by the parties below:

Local 517M

By: Christine Stessman

By: Regina Manning

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

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

By: Ben Chambers

Ben Chambers, President

By: Andrew Hubbard

Andrew Hubbard, Superintendent