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6/30/99

# AGREEMENT

between

**NOVI COMMUNITY SCHOOL DISTRICT**

and

**THE INTERNATIONAL UNION OF OPERATING  
ENGINEERS**

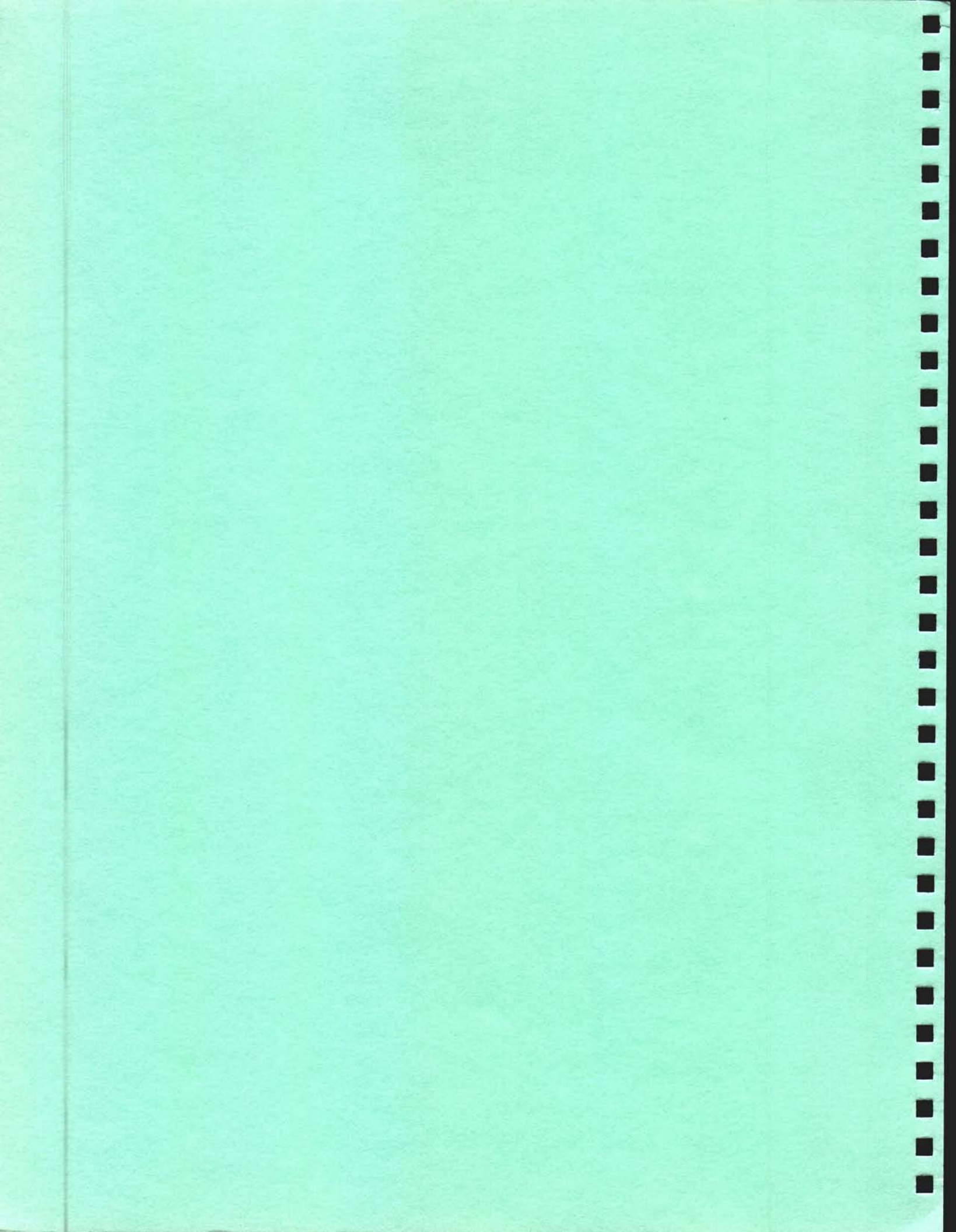
**LOCAL 547 - A, B, C, E, H - AFL-CIO**

**Maintenance and Custodial  
Bargaining Unit**



**July 1, 1996 - June 30, 1999**

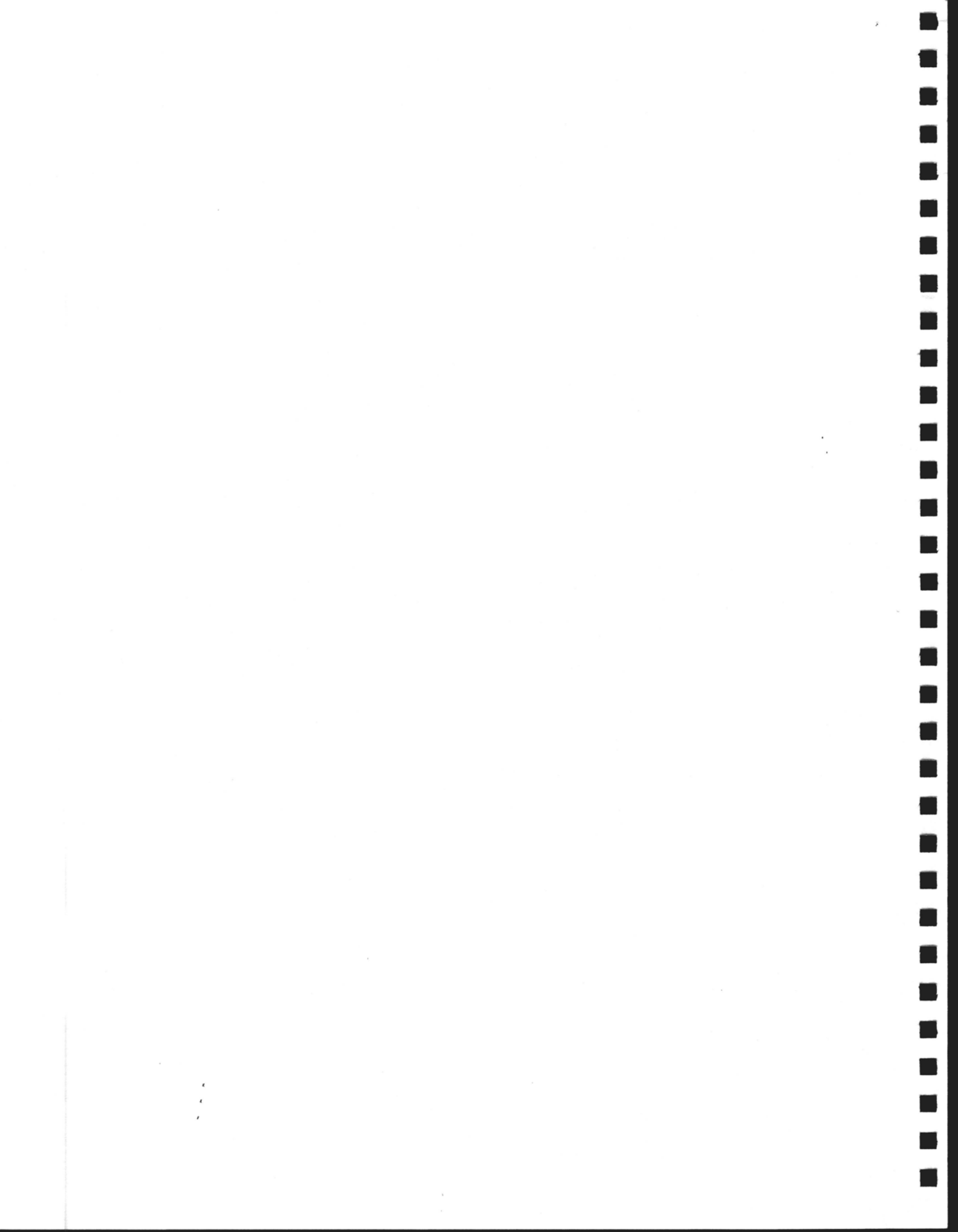
*Novi Community School District*





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## **AGREEMENT**

This Agreement entered into on this 1st day of July, 1996, between the Novi Community School District (hereinafter referred to as the "Employer" or "Board") and the International Union of Operating Engineers, Local #547, 547A, 547B, and 547C, 547E, 547H, AFL-CIO (hereinafter referred to as the "Union").

### **ARTICLE I - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all Employees of the Employer performing work as:

- building engineers
- custodians and maintenance workers excluding all probationary, temporary employees- extra summer help, and supervisory Employees
- truck driver

### **ARTICLE II - MANAGEMENT RIGHTS**

A. 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 either as to the taking of action under such rights or with respect to the consequence of such action during the term of this illustration and not by 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 Board.
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, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business of school hours or days.

3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay-off Employees, but not conflict with the provisions of this Agreement.

4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, 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.

7. Determine the number and location or relocation of its facilities, including the establishment or relocations 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, provided that the Board shall not abridge any rights from Employees as specifically provided for in this

Agreement.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement. In the event any differences arise with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article, and, if so, shall deny the grievance.

C. Notwithstanding any provisions of this Agreement, the Employer shall have the right to take whatever steps may be necessary in order to comply with any and all State or Federal legislation.

D. Notwithstanding any provisions of this Agreement, the Employer shall have the right to take whatever steps may be necessary in order to comply with any and all State or federal legislation. Nothing contained in this Agreement shall be construed to limit directly, or indirectly, the Board's management rights under the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail.

E. Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation. It is understood and agreed that such steps will be taken in consultation and agreement with the Union. In the event any provision of this Agreement or application of this Agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by Union alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar state and federal legislation.

### **ARTICLE III - EMPLOYEE RIGHTS**

A. The Union and its members shall have the right to use the school building facilities, according to District policy, for Union business; and,



1. The Union will have the right to use school building facilities for Union meetings provided that:

a. Such meetings occur during regular shift hours of the custodians for the building in question.

b. A request is made to the principal on the Employer's forms not less than three (3) days in advance.

c. There is no conflict with other school activities.

2. The principal shall advise the Union within one (1) school day after the request as to whether a room is available.

3. Bulletin boards, school equipment and other District established media of communication (with the exception of the District internal mail system) shall be made available to the Union and the Union shall be responsible for proper operation of all such equipment.

B. The Board agrees to furnish to the Union, in response to requests, all available information concerning the financial resources of the District, allocations and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit.

C. The Union shall receive, if requested thirty (30) days in advance, by November 1, a report of all Employees covered under this Agreement stating name, classification, step, building assignment(s), date of hire, and the number of weeks worked each year. A revised report, if requested thirty (30) days in advance, shall be delivered to the Union by January 31 of each year. The Union shall receive all Board of Education meeting agenda and minutes of its meetings.

D. The Board shall provide each member of the bargaining unit by the fourth (4) Friday in September with a written statement of the exact amount of unused sick days that have accumulated up to and including that time.

E. Members of the bargaining unit shall have the right to review the contents of their personnel file, excluding letters of recommendation and

employment credentials, and to have a representative of the Union accompany them in such a review. They shall have the right to file a written reply to any evaluative or disciplinary report placed in their file.

F. All material placed in an Employee's personnel file must bear the date and have affixed the signature of the writer and the proper identification as to the source. The Employee shall be provided the opportunity to sign this material to indicate awareness and not necessarily agreement.

G. The Employee alone, or with the Union Representative, shall, upon request, be allowed to make copies of material from his/her files. The Employer shall, at their discretion, charge the Employee a nominal fee per page.

H. Any material relating to reprimands or suspensions dated three years before the date of the personnel file review by the Employee may be removed by the Employee with notification to the Employer.

I. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on in the school setting during the Employee's hours of work.

J. Any case of assault and/or battery upon an Employee on District property shall be promptly reported to the Board. The Board will provide legal counsel, if, in the reasonable opinion of the Board it becomes necessary, to advise the Employee of his/her rights and obligations in connection with handling of the assault and/or battery by law enforcement and judicial authorities. The obligation to provide legal counsel to advise the employee shall be limited to a single consultation during which the employee's rights and obligations can be reviewed and discussed.

1. Should the Employee suffer any loss, damage or destruction of clothing or personal property as a result of an assault and/or battery while on duty on District property, the District will reimburse the Employee for any loss up to a maximum of \$200 per incident.

2. In case of an alleged physical attack on an Employee by a student, both the Employee and the administrator will utilize the procedure advocated by the Novi Student Code of Conduct to remedy the situation.

3. If an employee is required to meet with his/her attorney, police, or judicial authorities, or attend court proceedings as a result of an assault and/or battery upon the employee by a student, the employee will be provided with paid leave to do so and shall not be charged for such leave.

K. The Board shall exert every effort consistent with the available facilities and resources to maintain the Employee work area at a temperature consistent with the type of work being done, and in a clean, safe and healthful manner.

L. The Employer will take measures in order to prevent or eliminate any hazards which the Employees may encounter at their place of work in accordance with the provisions of OSHA and MIOSHA.

M. The representatives of the Union shall, at all times, be present when an Employee is being reprimanded or disciplined, unless the employee specifically requests that the Union not be present.

#### **ARTICLE IV - NON-DISCRIMINATION**

A. The union will continue to represent all Employees without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and will represent all Employees equally without regard to membership or participation in or association with the activities of any Employee organization. The Board agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any Employee organization.

B. The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of



race, creed, color, religion, sex, age or national origin. In consultation and agreement with the Union, where gender is a bona fide occupational qualification, it shall not constitute a violation of this provision to consider an employee's gender in such situations.

C. All parties will adhere to Board policies on sexual harassment.

## **ARTICLE V - BULLETIN BOARDS**

The Employer will provide bulletin board space in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.

## **ARTICLE VI - STEWARDS**

A. Employees may be represented by one (1) Chief Steward and designated Assistant Steward, whose identity shall promptly be made known to the Employer.

B. The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisor, which arrangement shall not be unreasonably withheld. No more than one (1) hour per grievance may be so expended by each Steward during his/her working hours without loss of time and pay. This time limit may be extended in unusual circumstances.

C. All new Employees shall be introduced to the Chief Steward during the first week of employment. The Chief Steward shall be supplied with the following information: name, address, classification, job location and shift assignment.

D. The Steward and Alternate will be granted one (1) day off with pay per year for Steward Training. Every effort will be made to not have both employees off on the same day.

## **ARTICLE VII - SENIORITY**

A. New Employees hired in the unit shall be considered as probationary Employees for the first twelve (12) consecutive weeks of their active employment. The probationary period shall be accumulated within not more than one (1) twelve (12) month period. When an Employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary Employees.

B. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance.

C. Employees shall be laid-off or recalled according to their seniority in their classification. An Employee on scheduled lay-off shall have the right to displace a lesser seniority Employee who is in a lower classification provided, the senior Employee is qualified to hold the position held by the lesser seniority Employee.

## **ARTICLE VIII - SENIORITY LISTS**

A. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.

B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority and the pertinent dates for determination of system and classification seniority.

C. The Employer will keep the seniority list up to date at all times and will make it available to the Local Union and/or Council Office upon reasonable request.

## ARTICLE IX - LOSS OF SENIORITY

An Employee shall lose his/her seniority for the following reasons:

- A. He/She quits;
- B. He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. He/She is absent for five (5) consecutive working days without notifying the Employer unless such absence is beyond his/her control; (Such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority);
- D. He/She does not return to work when recalled from lay-off as set forth in the recall procedure;
- E. Failure to return from leave of absence without notification to Employer will be treated the same as (C) above;
- F. He/She retires.

## ARTICLE X - LAY-OFF

- A. Lay-off means a reduction in the working force as defined in Article VII, C.
- B. If a lay-off in a classification becomes necessary, the following procedure shall be followed:
  - 1. Probationary Employees will be laid-off first.
  - 2. Non-probationary Employees will be laid-off according to seniority as defined in Article VII, C.
- C. Notice of Lay-off and bumping shall be as follows:
  - 1. Employees to be laid-off for an indefinite period of time by the Employer will have at least three (3) weeks notice of lay-off.



2. If the laid-off Employee desires to bump another Employee, he/she must advise the Assistant Superintendent within two (2) working days after receipt of Notice of Lay-Off which less senior Employee is to be bumped pursuant to Article VII, C.

3. The bumped Employee shall be given two (2) working days written notice of his/her lay-off by reason of bumping.

4. An Employee bumping a less senior Employee shall have twenty (20) working days to establish that he/she is qualified to perform the job of the bumped Employee.

5. When the identity of Employees to be laid-off or bumped has been determined, the financial Secretary of Local #547, 547A, 547B and 547C, 547E, 547H, AFL-CIO shall be advised promptly.

## **ARTICLE XI - RECALL PROCEDURE**

When the working force is increased after a lay-off, Employees will be recalled in a reverse order as that outlined in Article VII. Notice of recall shall be sent to the Employee and the Union at his/her last known address by registered or certified mail. If an Employee fails to report for work within ten (10) working days from date of mailing of notice of recall, this shall constitute the employee's resignation from employment and automatic termination of his/her employment relationship with the Employer.

## **ARTICLE XII - TRANSFERS & VACANCIES**

A. If an Employee elects to, upon approval of the Employer, transfer to a position under the Employer not included in the bargaining unit and thereafter desires to transfer to the next available position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.

B. In the event of a vacancy, the Employer will give consideration to applications for transfer on the basis of qualification and seniority as defined in Article VII. An applicant with less service in the employ of the

Board shall not be awarded such transfer unless his/her qualification(s) shall be determined to be substantially superior.

C. Vacancies shall be posted in a conspicuous place in each permanent building for at least one (1) week prior to filling such vacancies, provided however, that vacancies may be filled on a temporary basis during the posting period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after vacancy occurs.

Unless a vacancy is filled through the recall of a laid-off employee, vacancies shall be posted in a conspicuous space in each permanent building for at least one (1) week prior to filling such vacancies, provided, however, the vacancies may be filled on a temporary basis during posting, interview and selection period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after the vacancy occurs.

D. All posted positions will be filled within fifteen (15) working days after the posting period is completed when awarded to an internal candidate and thirty (30) working days when awarded to an external candidate.

### **ARTICLE XIII - PROMOTIONS**

A. The Employer agrees that promotions within the bargaining unit shall be made on the basis of ability, past performance and seniority. In the event the Employer determines to fill a vacancy, said vacancy will be posted within ten (10) working days after the vacancy occurs. Job vacancies will be posted for a period of one (1) week, setting forth requirements for the position in a conspicuous place in each permanent building. Employees interested shall apply in writing during the posting period. The successful applicant who meets the requirements shall be granted a twelve (12) week trial period to determine: 1) his/her ability to perform the job, and 2) his/her desire to remain on the job. An applicant with less service in the employ of the Board shall not be awarded such promotion unless his/her qualifications shall be determined to be substantially superior. In the event the senior applicant is not given the promotion, reasons for the denial shall be given to the Employee and to his/her Union Representative in writing.

All Union applicants will be notified in writing with an explanation as to how the position was awarded.

B. During the twelve (12) week trial period, the Employee shall have the opportunity to revert back to his/her former classification. If the Employee is unsatisfactory in the new position, reasons shall be given to the Employee and to his/her Union Representative in writing if the Employee so desires.

C. During the trial period, Employees will receive the six month rate of pay for the job to which they are assigned, or their current rate of pay, whichever is more. Upon completion of the trial period, the Employee will receive the eighteen month rate of pay for the job classification.

D. Everything else being equal, present Employees will be given preference over outside Employees in promotions and in filling vacancies. In considering any Employee for a requested transfer or promotion, the Employer will not regard any reprimands or suspensions with a date of issue two years prior to the date of interview or date of posting.

#### **ARTICLE XIV - VETERANS**

Veterans will be reemployed in accordance with applicable law.

#### **ARTICLE XV - TEMPORARY ASSIGNMENTS**

A. As has been the custom and practice of the Employer, when the day-to-day operation is affected by the absence of a building engineer and/or day person, members of the bargaining unit assigned to the maintenance department may be assigned as substitutes on a rotating basis.

B. Temporary assignments for the purpose of filling vacancies of Employees in higher classifications who are absent for an extended period of time (three [3] days or more), will be granted to the senior Employee in the next lower classification in the building who is qualified for the job, unless the assignment can be made from within the classification. In the event the Employee receiving the temporary assignment to a higher classification works regularly in that temporary assignment for a minimum of one (1) work day or longer, he/she shall be paid the same hourly rate he/she would receive if he/she were permanently assigned to that classification retroactively to the first day of that assignment. In the event an Employee receives a temporary assignment to a higher classification temporarily vacated by an Employee assigned to jury duty four (4) days per week over a three (3) or four (4) week period, that

Employee shall be paid the rate of the higher classification for the days that he/she works in that classification.

When a Building Engineer or Assistant is absent for one day or more, the custodian who is assigned those duties will receive the Building Engineer or Assistant 98/99, six-month pay rate for the hours worked in that position while school is in session. The current assignment procedure will be continued.

C. One (1) weeks notice shall be given in the event of a regular shift change.

## **ARTICLE XVI - CHANGE OF SALARY**

A salary change resulting from a permanent change in position shall take effect with the assumption of the duties of the new position. The salary change shall be one (1) of the following: 1) to the minimum salary for the new position, or 2) to the salary step on the appropriate schedule which is at least one (1) salary increment higher than the salary currently being paid the person concerned.

## **ARTICLE XVII - NEW JOBS**

A. The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the

parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to Arbitration. The Arbitrator shall render his/her decision based solely upon the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the classification shall be added to and become a part of this Agreement.

C. When an increase in staff is necessary to support growth in the district or an increase in job duties, temporary staff can be used for a maximum of sixty (60) calendar days. Vacancies shall be filled in accordance with Article XII.

### **ARTICLE XVIII - DUES CHECK-OFF**

A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, terminate their membership in the Union or in the alternative, pay a fee as herein established. Any member of the bargaining unit who was not a member of the Union as of the last day of school, June 1977, may, by his/her own determination, be exempt from the provisions of this Article during the life of this Agreement.

B. The authorized deduction of dues or fees shall be made from a regular paycheck each month. With respect to all sums deducted by the Board of Education pursuant to authorization of the Employee for membership dues, the Board agrees promptly to remit to the Union the amount deducted accompanied by an alphabetical list of Employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. The Union agrees promptly to advise the Board of all members of the Union in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.

C. Employees in the bargaining unit shall, on or before the ninetieth (90th) day following either the beginning of their employment or the execution of the collective bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

1. Become members of the Union, or
2. Pay to the Union a service fee equal to the dues of the Union, less any amounts not permitted by law.



In the event that an Employee shall not pay such fees or dues to the Union or authorize payment through payroll deduction, the Board shall cause the termination of the Employee.

D. In the event an Employee shall not pay the required amount as scheduled:

1. The Union shall notify the Employee of non-compliance. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such Employee that a request for discharge may be filed with the Board in the event that compliance is not effected.

2. If the Employee fails to comply, the Union may file charges, in writing, with the Board and may request termination of the Employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.

3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Union in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.

E In the event that any claim is made or any action is brought against the Board in a court of law or before any administrative agency or tribunal because of the Board's agreement to or compliance with this Article, the Union agrees to and shall defend such claim or action, at its own expense and through its own legal counsel; provided that the Board shall:

1. Give timely notice to Union of such claim or action; and
2. Give full and complete cooperation to the Union and its counsel in securing and presenting evidence, obtaining witnesses and making relevant information available at the hearing or trial, as well as at the appellate level.

The Union further agrees that as to any such claim or action so defended by it, or relative to which it was given timely notice and an opportunity to defend, it will indemnify and hold harmless the Employer, its Board of

Education, individual members of the Board of Education, both past and present, and the Employer's administrative employees and agents, both past and present, from any and all liability for damages, expenses or costs imposed by or resulting from any determination, award or judgment of a court or administrative agency or tribunal, as the consequence of the Board's agreeing to or complying with this Article.

F. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Union and the Board.

G. The Union will indemnify and save harmless the Board for all sums improperly checked off and remitted to the Union.

## **ARTICLE XIX - PAYDAY**

Employees shall receive pay checks in twenty-six (26) installments paid every two (2) weeks for twelve (12) months. The Employer shall make every effort to assure Employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures, he/she will notify both the Union and the Employees at least thirty (30) calendar days prior to the implementation of any procedural change.

## **ARTICLE XX - PAYROLL DEDUCTIONS**

The Employer agrees to deduct from the salaries of Employees when voluntarily authorized in writing by each Employee:

1. Tax Deferred Annuities
2. U.S. Savings Bonds
3. Credit Union Monies
4. Union Dues
5. Other such deductions that the Employer makes available
6. Union Political Action Committee

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Employer agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Assistant Superintendent.

## ARTICLE XXI - WORKING HOURS AND SHIFT PREMIUM

A. Premium Pay

1. 25 cents per hour for all second shift Employees.
2. 30 cents per hour for all third shift Employees.

B. The second shift is any shift that starts on/or after 12::00 noon but before 7:00 p.m.

C. The third shift is any shift that starts on/or after 7:00 p.m. but before 4:00 a.m. In the event the Employer determines to actually add and/or start a third shift at any building, the positions shall be posted. If no one (1) applies for the posted shift change, the Employer shall assign members of the bargaining unit to the necessary position in inverse seniority order.

D. The regular work week shall consist of eight (8) consecutive hours each day for five (5) consecutive days, Monday through Friday, lunch period excluded.

E Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked and one (1) fifteen (15) minute rest period for the second four (4) hours worked per day.

F. The lunch period shall be thirty (30) minutes in duration and shall be scheduled approximately at the mid-point of the regularly assigned work shift for that day. The building administrator and custodian will work out a mutually agreeable time for a duty-free lunch break.

If you are working alone in a building and there is a function going on, you will be paid for your half (1/2) hour lunch if the administrator requires you to stay in the building. This applies to all afternoon shifts worked Monday through Friday and any weekend assignments.

G When school is closed due to inclement weather, which results in bad road conditions, members of the bargaining unit who perform work on those days will be allowed compensatory day(s) to be used as vacation day(s) at the time vacation is granted or the employee may choose, with notification to the supervisor, to be paid time-and-a-half for the inclement weather day worked. All members of the bargaining unit shall be expected to exert reasonable effort to report to work whether it shall

be for the whole day or part of the day. Those Employees not able to report to work because of the inclement weather may use a paid leave day for those days, except when a "State of Emergency" is declared by the Governor. Under "State of Emergency" conditions, Employees who are unable to report for work will receive their normal day's pay for any such day.

H. A head custodian who shall have obtained a low pressure boiler operator's license from a Michigan State approved school shall receive a wage differential of an additional \$.25 per hour as long as the license is currently in force.

## **ARTICLE XXII - OVERTIME**

A. Any Employee who is called to work for any reason at a time other than normal hours shall receive a minimum of two (2) hours pay at his/her classification rate. This provision does not apply to hours consecutively worked with the normal work day.

B. Time and one-half (1/2) will be paid as follows:

1. For required work in excess of eight (8) hours in any twenty-four (24) hour period with the exception of a shift change during the week.
2. For shifts started on Saturday (12:01 a.m. through 12:00 p.m.).
3. For required work in excess of the regular work week.
4. For required weekend building checks.

C. Double time will be paid for all hours worked on holidays and Sundays (12:01 a.m. through 12:00 p.m.).

## **ARTICLE XXIII - EQUALIZATION OF OVERTIME**

A. Overtime hours of work shall be divided as equally as practical among qualified Employees in such classification or building, provided they have the skill and the ability to do the overtime job which is available. Employees normally on the specific job will perform the overtime work of that job.

B. All Employees shall be required to work a reasonable amount of overtime when requested by their supervisor under the following procedure. If Employees in a classification or building are asked to work overtime voluntarily, from senior to junior Employees, and refuse, or sufficient Employees do not accept, then overtime will be assigned starting with the junior Employees with the necessary skills and ability on up until there are enough people, and overtime shall be required of those selected

Any Employee who refuses to work overtime will have that amount of overtime charged to his/her record for equalization of the distribution of overtime.

C. The Director of Buildings and Grounds will maintain a list of all overtime assigned and called and/or refused by each Employee in the Maintenance Department. Each Building Engineer will maintain in their building the same type of list. Questions regarding distribution of overtime will be discussed by the supervisor and the Steward involved as they arise, and the remedy shall be limited to balancing of the overtime hours.

A maintenance department overtime log will be updated each pay period and it will be a continuous log.

D. In the event an Employee has been assigned to work regularly on an overtime basis, he/she may request, at least two (2) weeks prior to the day to be off, his/her building Principal to exchange his/her extra work assignment with another bargaining unit Employee. If the building Principal is unable to secure a replacement, he/she may contact the Director of Buildings and Grounds for replacement.

## ARTICLE XXIV - HOLIDAYS

A. Employees in the bargaining unit will have the following paid holidays:

- |                   |                                                                                 |
|-------------------|---------------------------------------------------------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day                                                             |
| 2. Good Friday    | 7. Friday after Thanksgiving                                                    |
| 3. Memorial Day   | 8. Christmas Eve Day                                                            |
| 4. Fourth of July | 9. Christmas Day                                                                |
| 5. Labor Day      | 10. The day before New Years<br>or the day after the New<br>Years off with pay. |



The office of the Superintendent, or his/her designee, will designate the day before or after New Years Day. The office of the Superintendent, or his/her designee, will also notify the bargaining unit members by December 1 regarding New Year's Eve observance day.

C. If a holiday falls on a Saturday, the Friday before will be considered as the holiday, unless such day is already a holiday and then the additional holiday will be determined by management.

D. If a holiday falls on a Sunday, the Monday after will be considered as the holiday, unless such day is already a holiday and then the additional holiday will be determined by management.

E. If school is in session on a holiday, Employees in the bargaining unit will be provided with a day off in lieu of such holiday. Members of the bargaining unit will also be notified thirty (30) days in advance if school is scheduled to be in session on a holiday and an alternate day off has been scheduled.

F. The Employee must have worked on the last scheduled work day prior to, and the next scheduled work day after, each holiday except in the case of leave for a family funeral and/or illness verified by a physician.

## ARTICLE XXV - VACATIONS

A. Vacations will be granted to the Employee as determined by his/her length of continuous service (\*) in the employ of the Board according to the following schedule:

6 mo. to <u>1 year</u>	1 year to <u>2 years</u>	5 years to <u>10 years</u>	10 years <u>or more</u>
1 week*	2 weeks*	3 weeks*	4 weeks*

\* Length of continuous service shall be as of the anniversary date of hire.

B. Earned Vacations

1. Earned vacations will be taken by the Employee as determined by his/her length of continuous service in the

employ of the Board and by the Employer at such times during the year as are suitable, considering both the wishes of the Employees and the efficiency of the operation of the department concerned.

In a situation where extenuating circumstances prevail and it would be assumed that the request would not be repeated in the future during needed periods of operation, the administration may grant the vacation request. Each request would be evaluated separately and independently.

2. To earn a fully paid vacation, an Employee must have actually worked for a minimum of 1,920 of his/her regularly scheduled hours during the employment year for which vacation is due or have been drawing workers compensation from an on-the-job injury/illness. An Employee credited with less than 1,920 hours of his/her regularly scheduled hours during such year shall receive a paid vacation on a prorated basis by dividing the number of hours credited, including the previous years vacation used or paid for, during the year by 1,920 hours and applying the resultant percentage to the vacation benefit converted to hours to which he/she would otherwise be entitled under Article XXV, A. The fraction arrived at above shall be rounded off to the fourth place. The total number of paid vacation hours shall be rounded off to the nearest hour if the fraction of an hour is .5 or greater. The total of 1,920 credited hours shall be used solely for determining number of vacation hours to be paid and is not to be considered the minimum number of hours to be worked.

C. Vacations may be split into one (1) or more weeks, providing such scheduling does not interfere with the operation of the District or the department.

D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

E. When an Employee leaves the Employer and has not taken earned vacation under the Board's policy with respect thereto, the Board shall pay

the Employee the value of the accumulated vacation at the pro-rata value at the time, provided: 1) that the Employee has at least twelve (12) months seniority prior to eligibility for vacation, and 2) Employees who quit without giving ten working days written notice, or Employees who are discharged for stealing, misconduct, sabotage, insubordination or other just cause, shall forfeit their vacation pay, and, 3) Employees will be paid at time of termination the amount of vacation pay to which they are eligible at that time, unless employment was terminated due to death and 4) vacations are not cumulative and must be taken within a twelve (12) month period after being earned.

## **ARTICLE XXVI - LEAVE PLAN**

A. **Grandfather Clause** - For purposes of initiating this leave plan, all Employees employed by the Novi Community School District on June 30, 1977, will begin their accumulative leave bank with the same number of days they would have had under the sick leave plan in effect during the 1976-77 school year with the exception of first year Employees who will receive 14 days for the 1977-78 school year.

### **B. Leave Time with Pay**

1. Personal leave time with pay will be granted to the Employee at the rate of 15 days per year.

2. Unused personal leave time may be accumulated and will be known as the paid leave bank.

3. An Employee who qualifies for retirement under the State of Michigan M.I.P. or Basic Retirement Plan; has a minimum of ten (10) years of service with the Novi Community School District (per the anniversary date of hire); and, has accumulated one hundred and fifty (150) days or more in their sick leave allowance bank, will be paid for all days in excess of one hundred and fifty (150) days at the rate of fifty percent (50%) of the daily rate of their pay at the time of retirement.

4. Each member of the bargaining unit will be provided a statement of available leave time by the 15th of August each year which shall include any previously accumulated leave time and the advance leave time credited for the current year.

5. Leave time with pay will be granted and deducted from leave bank for personal illness, injury, disability, critical illness or death in the immediate family, or personal business. In addition to accumulated bank limitations, the following limitations shall prevail:

a. Personal illness, injury, or disability - Leave time with pay shall be granted to the Employee for the number of days the Employee is required to stay home due to illness, injury, or disability to a maximum of the full amount available in the Employee's accumulated leave bank at the time the illness, injury, or disability occurs. Time may be deducted for illness, injury, or disability in one-half (1/2) hour increments.

b. Critical illness or death in immediate family, and/or personal business - a total aggregate of five (5) days for all purposes listed in Section C(1), (2) and (5) below in any one (1) year. Individual adjustments may be made by the Superintendent, or his/her designee, to cover specific and unusual circumstances.

c. 1) Upon termination of a pregnancy and in conjunction with the post natal examination, which confirms the conclusion of the disability, the Employee shall be required to return to work. As set forth above, medical evidence will be necessary and in the event of doubt, a doctor's examination may be required by the Employer at the Employer's expense.

c. 2) Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the Employee's inability to perform the necessary and regular duties and functions of the position.

C. Specific annual limitations on use of personal leave days shall be as follows:

1. Critical illness of member in immediate family may be granted up to five (5) days.

2. Death in the immediate family may be granted up to three (3) days for any occurrence with no limitation as to number of occurrences. Additional leave time may be requested for funeral leave if necessary. Additional leave time will be deducted from the personal leave bank.

3. For the marriage of an Employee, their son or daughter, one (1) day may be granted if within 200 miles; if over 200 miles, up to three (3) days may be granted depending on distance.

4. Religious Holidays - up to three (3) days per year may be granted.

5. Other personal business - up to four (4) days may be granted.

6. Criteria for fulfilling requirements of participating in personal leave with pay:

a. Personal illness, injury, and disability - Employees who are absent due to illness or injury shall call the designated supervisor at least one (1) hour prior to the shift starting time.

1) The Board, at its own expense may require an examination, performed by a Board designated physician, of a person whose injury, disability, or sickness is the basis of a claim for personal leave with pay, when and as often as it may reasonably require during the pendency of the claim for leave benefits. If upon such examination, it is confirmed by the physician the person is not sick or injured, or disabled, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness, or injury, or disability in order to receive personal leave benefits shall have all such benefits terminated forthwith.

2) (a) Before returning to work, an Employee who has been absent three (3) or more consecutive days because of illness, injury or disability may be asked



to provide a physician's statement indicating the nature of the illness, injury or disability and certification of fitness to return to work and the Employee must provide the statement.

(b) In the event an Employee has used all of the leave time granted in any one (1) year for anything other than an extended illness, the Employer may request the Employee to provide the Employer with a statement from his/her physician that the reason for the periodic absence has been corrected or is under treatment or the Employer may, at its discretion have the Employee examined by their own designated physician.

3) An Employee will not be permitted to return to his/her assignment without permission of the Assistant Superintendent if it is necessary for the Employee to use crutches, or if portions of his/her body are encumbered by bandages or in slings, or if the condition of his/her body is such as to be deemed hazardous in the performance of his/her work.

4) In cases where an Employee is absent from employment by reason of an injury compensable under the Worker's Compensation Act, upon request of the Employee, such Employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Paid leave days in such cases shall be deducted from the Employee's leave time bank in proportion to the daily amount paid by the District.

b. Critical illness or death in immediate family or other personal business, description and the requirements:

1) Immediate family includes spouse, children, father, mother, brother, sister, father-in-law, and mother-in-law of the Employee. Individual adjustments may be made by the Assistant Superintendent to cover specific and unusual circumstances.

2) Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee.

3) Other personal business leave may be granted for personal or private business, provide such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during the Employee's working hours.

4) Personal business leave will ordinarily not be granted in the first or last weeks of the school year or within three (3) days prior to or following a vacation period.

5) All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the building administrators. Except in cases where extreme circumstances prevent, approval of the Employee's request for personal business leave must be obtained from the building administrator and the Executive Director of Personnel and Community Services in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the Employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval.

6) In usual cases involving particularly private or confidential circumstances, the Department of Maintenance and Operations and the Executive Director of Personnel and Community Services may act on the basis of a verbal rather than a written statement of circumstances. However, the request for personal business leave shall be in writing.

7) Except in cases of emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the

absence will result in forfeiture of pay for the absence and possible other discipline.

c. Leave of Absence Without Pay

1) Any person who has been employed by the Board of Education for a minimum period of three (3), consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for up to one (1) year which may be extended by mutual agreement. An employee's seniority will be frozen at the point he/she is put on an unpaid leave of absence. Applications for personal leave of absence must be submitted by March 1 for leaves beginning the first half (1/2) of a work year and by October 15 for leaves beginning the second half (1/2) of the work year. Provided, any person who has exhausted his/her personal leave pay bank and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed one (1) year within twenty (20) work days after the depletion of the leave bank. Failure to file such a request shall constitute the Employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

(a) Personal leave of absence to take other employment will not be granted except as specifically stated in other parts of this Agreement.

(b) If, at the expiration of the personal leave, a person wishes to resume employment with the Employer, it shall be his/her responsibility to initiate a request on/or before the above dates as listed in Item 1) above of the year or semester preceding the expected resumption of employment. Failure to initiate such a request by the above dates of the year shall constitute the Employee's resignation or abandonment of employment and automatically terminate the employment relationship as of the expiration date of the personal leave.

(c) The Employee may request an extension of the personal leave of absence. Any extension shall be for a maximum of one (1) additional year beyond the original request.

(d) Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his or her qualifications; provided, however, those persons with five (5) years of continuous service with the Employer prior to commencing said leave shall be entitled to return to his/her former position.

(e) Upon return from a personal leave without pay, the Employee shall be placed on the salary schedule step for which he or she was eligible when he or she left for said leave.

2) Military Leave - Any Employee in the bargaining unit who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application in writing for military leave. All aspects of military leave and return therefrom will be governed by applicable provisions of state and federal laws in effect at the time in question.

D. Quarterly, based on the contract year, each Employee with perfect attendance shall receive a bonus of fifty dollars (\$50.00). Perfect attendance shall be defined as no absence other than funeral leave or jury duty.

## **ARTICLE XXVII - JURY DUTY**

In the event an Employee is required to appear for jury qualification or service, the Employee and the administrator in charge of personnel shall arrange a schedule of necessary leave and the Employee shall be paid the difference between the salary paid as a juror and that being paid by the Employer. In no case shall the combined salary be greater than the salary paid by the Employer.

## **ARTICLE XXVIII - HEALTH SCREENINGS**

The Employer will make arrangements at no cost to the Employee to provide for all such health screenings prescribed by law as conditions for continued employment in public schools.

## **ARTICLE XXIX - OTHER PHYSICAL EXAMINATIONS**

Any question as to the physical health and fitness of an Employee shall be resolved by the Assistant Superintendent and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the Employer.

## **ARTICLE XXX - NERVOUS DISORDER**

An Employee who has been absent, or whose performance has been impaired, because of a nervous disorder, must, prior to his/her return, present a report from a physician showing satisfactory recovery. The Employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Board of Education.

## **ARTICLE XXXI - MEDICAL COVERAGES AND OTHER FRINGE BENEFITS**

### **A. Health Insurance**

1. The Board agrees to contribute for each Employee who requests such protection by filing the proper authorization form, the payment of premiums in the amounts hereinafter provided. Such protection shall be available under the following categories:

- a. Single
- b. Self and Spouse
- c. Family
- d. Self and Children



The Board shall select the insurance carrier and shall make available to the Employee requesting the protection a comparable plan to "Full Hospitalization and major medical protection for the Employee in each category above as provided under MVF-II, MM-II, PDP, FAE and VST, Blue Cross/Blue Shield-PPO, preferred Rx \$5."

2. The Board shall provide a cash option in lieu of health insurance benefits for those employees who are eligible to receive health insurance pursuant to Section A, but choose not to do so. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$100. The cash option received by the eligible employee may be utilized to purchase a tax deferred annuity.

3. The Board shall pay monthly premiums per Employee selecting protection. The Board shall pay such monthly premiums to provide coverage for the full twelve (12) month period commencing July 1 and ending June 30. All new Employees shall be allowed thirty (30) days following the date of hire to enroll for coverages effective the first day of the following month. Upon termination of employment during the school year, the Board shall not provide insurance protection past the termination date.

4. Commencement and duration of benefits and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. All bargaining unit members desiring the above outlined medical coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.

## **B. Life Insurance**

The Board shall provide to all full-time Employees group term life insurance protection and dismemberment insurance in the amount of \$40,000 that will be paid to the Employee designated beneficiary. All bargaining unit members desiring the above outlined insurance coverages shall bear full responsibility for applying for same and completing

necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.

### **C. Dental Insurance**

The Board shall select the insurance carrier and shall make available to each Employee requesting the protection a dental care insurance plan. Such plan will provide a benefit level of fifty percent (50%) Basic, ten percent (10%) incentive each subsequent year to one hundred percent (100%) maximum in five (5) years, and with a fifty dollar (\$50.00) lifetime deductible. The requirements of the incentive plan shall be as determined by the carrier.

All Employees desiring the above outlined insurance coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Boards only responsibility shall be for payment of premiums as above set forth. Such protection shall be available under the following categories: 1) Single, 2) Self and Spouse, 3) Family, and 4) Self and Children.

The Board shall provide as part of the above program the major dental services with benefit level of eighty percent (80%) and orthodontic coverage with a \$1,300.00 lifetime maximum.

### **D. Vision Insurance**

The Employer shall select the insurance carrier and shall make available to the Employee and their eligible dependents requesting the protection a basic vision plan with the benefits as described in APPENDIX A (i.e., 80% coverage of Reasonable and Customary charges - one (1) time benefit per year, sixty four dollars (\$64.00) limit on contact lenses.) **SEE APPENDIX A - VISION PROGRAM**

For each policy year, benefits are limited to one (1) complete visual analysis, two (2) lenses and one (1) set of frames per insured person. Policy benefits begin July 1 through June 30.

E It is agreed between the parties that any Employee who works less than the established hours in his/her classification shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement, based on the hours the Employee works for the Employer.

F. The Board shall make available to all Employees during the preschool conference and at each school building during the month of September each year all necessary authorized forms for each insurance program provided in Article XXXI. It shall be each Employee's responsibility to complete said authorization forms and submit same to the payroll department prior to the end of the thirtieth (30) day of their employment. Subsequent enrollment will be made available during the open enrollment period provided by the carrier.

#### **G Long-Term Disability Insurance**

Long-Term Disability Insurance shall be provided each full-time member actively employed after 180 day wait, and will continue for the balance of his/her life, or regular retirement under the Michigan Public School Employees Retirement Act, to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). This coverage will be sixty percent (60%) full integrated basis of monthly salary with a ceiling of \$1,000.00 benefit level per month. This plan shall include standard offset provisions. This policy will also contain a social security freeze, alcohol/drug abuse and mental/nervous condition waivers.

#### **H Mileage Allowance**

Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance equal to the maximum allowable by IRS.

#### **I. Uniforms**

The Employer shall select and supply three (3) sets of uniforms (pants and shirt) upon hire and two (2) sets at the beginning of each school year thereafter for those Employees required to wear them. Employees shall use normal means of keeping uniforms provided them clean and in good repair. The Employer may decide to replace an employee's uniform if deemed necessary by the Employer. Employees shall wear said uniforms during work hours only.

**J. Work Gloves**

The Board shall furnish, at Board expense, work gloves for all of the maintenance men and custodians when requested. Work gloves will be replaced on a trade-in basis.

**ARTICLE XXXII - JURISDICTION**

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency and/or school vacation, summer work or work necessitated because of Employee vacation when regular Employees are not readily available. This clause shall not apply to special projects where Employees perform work on a voluntary basis.

**ARTICLE XXXIII - CONTRACTUAL WORK**

The right of contracting or subcontracting is vested in the Employer. The right to contract or subcontract shall not be used for the purpose of undermining the Union nor to discriminate against any of its members, nor shall it result in the reduction of the present work force as is now in effect.

**ARTICLE XXXIV - BENEFITS**

A. It is agreed between the parties that any Employee who works less than the established hours in his/her classification shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement, based on the hours the Employee works for the Employer.

B. A seniority Employee who is absent due to an illness or injury which is compensable under the Michigan Worker's Compensation Law shall continue to receive benefits for not longer than one (1) year.

**ARTICLE XXXV - DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES**

A. Notice of discharge or suspension - The Employer agrees promptly upon the discharge or suspension of a non-probationary Employee to notify the Union and Steward in writing. Discipline and discharge shall be only for good and sufficient reason.

B. The discharged or suspended non-probationary Employee will be allowed to discuss his/her discharge or suspension with the Steward and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, whenever possible, the Employer or his/her designated representative will discuss the discharge or suspension with the Employee and the President or his/her designated Union Representative. If not resolved at this meeting, it can then be appealed in writing to the Superintendent, or his/her designee. The Superintendent, or his/her designee, will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be processed through the grievance procedure beginning with STEP 3.

## **ARTICLE XXXVI - GRIEVANCE PROCEDURE**

A. A grievance is a complaint by a bargaining unit Employee, or by the Union on its own behalf, concerning (1) any alleged violation of this Agreement; or (2) any disciplinary action involving a non-probationary employee.

B. All grievances shall be handled by the following procedures: Any Employee who feels his/her rights and privileges have been violated shall have the right of Union representation in presenting his/her grievance in the following order:

### **STEP 1**

To the building principal where the Employee will receive an answer in writing within three (3) working days.

### **STEP 2**

Within ten (10) working days after delivery of building principal's decision to the Superintendent, or his/her designee, the answer shall be given in writing within ten (10) working days. At this step, the Superintendent, or his/her designee, shall give an opportunity to be heard to the aggrieved Employee and/or the Union.

### **STEP 3**

The Employee may appeal the decision of the Superintendent, or his/her designee, as provided in STEP 2 above to the Board of Education within ten (10) working days. Within twenty (20) working days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved

Employee and/or the Union. The Board shall deliver its decision in writing within ten (10) working days after the hearing, to the person or person who presented the grievance at STEP 3 and to the Union if the grievance was presented at STEP 3 by the Employee alone.

#### **STEP 4**

If the Union is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the Union shall have twenty (20) working days to notify the Board in writing that arbitration will be pursued. The parties shall have ten (10) working days from the notification date that arbitration will be pursued to attempt to agree upon an arbitrator. If the parties cannot agree upon an arbitrator during that ten (10) working day period, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Union must file its demand for arbitration with the American Arbitration Association within ten (10) working days from the date of notification that arbitration would be pursued. The Board and the Union shall not be permitted to assert in an arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.

C. The officers of the Union shall have the right to appeal directly to the Superintendent, or his/her designee, in the case of a Union grievance.

D. The officers of the Union of which the Employee is a member, or committee designated by them, may have access to all papers concerned, provided written permission of the individual is obtained in advance.

E Powers of the Arbitrator - It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement.

1. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/She shall have no power to establish wage rates.
3. He/She shall have no power to rule on the termination of services of, or failure to reemploy, any probationary Employee.



4. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator in matters which pertain to violations, misinterpretation, or misapplication of any of the provisions of this Agreement and agree that judgment thereon may be entered in any court of competent jurisdiction.

The fees and expenses of the arbitrator shall be shared equally by the parties.

F. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within fifteen (15) working days following the act or condition which is the basis of the grievance shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.

G The Union and the Employer, as parties to a grievance have the right to representation by legal counsel at STEP 4 above. A representative from the International Union of Operating Engineers, Local #547, 547A, 547B, 547C, 547E and 547H, AFL-CIO may participate at any point above except where the Employee is proceeding individually.

## **ARTICLE XXXVII - NO STRIKE**

The Union fully recognizes that the statutes of the State of Michigan confer upon public Employees and their organizations not only certain rights and privileges but also certain duties and responsibilities, the latter including particularly the duty to maintain and continue the functions of government, in this case the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Union agrees, on behalf of itself and all those whom it represents, that the no-strike provisions of the Public Employment Relations Act (Act 336 of 1947, as amended) will be faithfully observed at all times.

## **ARTICLE XXXVIII - WAIVER CLAUSE**

The parties acknowledge that during 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 Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

## **ARTICLE XXXIX - BINDING EFFECTIVE AGREEMENT**

This agreement shall be binding upon the parties hereto, their successors and assigns.

## **ARTICLE XL - SCOPE, WAIVER AND ALTERATION OF AGREEMENT**

### Section 1

No Agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions contained herein shall be made by any Employee or group of Employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.

### Section 2

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.

### Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this

Agreement and the Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE XLI - TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 1999.
- B. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. The effective date of this Agreement is July 1, 1996.

## **ARTICLE XLII - MISCELLANEOUS**

### **A. Staff Development Training Programs**

The Employer and the Union agree to provide, when and where appropriate, training programs; e.g., code classes, manufacturer programs, classes on health and safety, etc.

B. The Employer shall provide the Employee with the necessary, as determined by the Employer, tools to complete the assigned task.

1. The Employee shall not be required, but may do so at their discretion, to use their own personal tools to complete their assigned task.

2. If the Employee breaks a personal tool, after having been given authority to use that tool on that particular assigned task, then the Employee shall be paid a replacement price for the tool.

3. The Employer shall provide rain gear to Employees required to work outside in the rain.

C. The Employer shall provide lockers w/locks for all bargaining unit Employees according to the following limitations:

1. the Employer shall determine the number, size and location of all lockers;

2. the Employer shall have the right of assignment of all lockers;

3. the lockers shall be used only to store a change of clothing and outside clothing for work;

4. the Employer shall have the right to inspect such lockers at any time with notice to the Union and the right to be present.

5. It is clearly understood that the ownership, control and use of the lockers be as determined by the Employer and that there shall be no expectation of privacy on the part of the Employee other than provided in C, 4, above.

D. Either management or the Union may request a special meeting with the other party for the purpose of discussing matters of concern. When such a request is made, a time and place to hold said meeting shall be mutually agreed upon. The party requesting the meeting shall provide the agenda to the other party prior to the meeting.

E. Custodian(s) will be assigned to a building whenever an approved function occurs as provided per building use forms.

F. Custodians report primarily to a building principal.

G. Custodians will not be required to perform non-school related personal requests made by administrators.

H. When working alone in a building, Employees will follow proper safety precautions and will not participate in activities that place their safety at risk.

I. Custodian evaluations shall be done by the Building Principal or his/her designee and the Director of Maintenance or his/her designee.

**MEMBERS OF THE BOARD OF EDUCATION**

Julia Abrams  
John Balagna  
Raymond Byers

Carol Elfring  
George Kortland  
Ann Newton

John Streit

**Novi Community Schools  
Bargaining Team Members**

**I.U.O.E.  
Bargaining Team Members**

Robert Schram  
Jim Koster  
Jeff Sotzen

Dan O'Rourke  
Chris St. Henry  
Phil Light

In Witness whereof, the parties hereto have caused this Agreement to be executed.


**NOVI COMMUNITY SCHOOL DISTRICT**


**INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
#547 - A,B,C,E,H - AFL-CIO**


  
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John Streit, President

  
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Business Manager

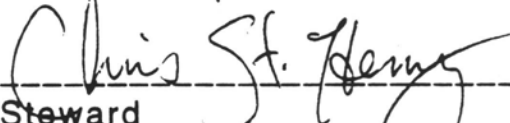
  
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Raymond Byers, Vice President

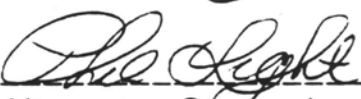
  
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President

  
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Julie Abrams, Secretary

  
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Secretary

  
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Business Representative

  
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Steward

  
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Alternate Steward

## **APPENDIX A SALARY CLASSIFICATIONS**

Classification 1	Building Custodian
Classification 2	Maintenance Helper
Classification 3	Elementary Building Engineer Truck Driver
Classification 4	Middle School Building Engineer Maintenance man Ass't High School Engineer
Classification 5	High School Engineer
Classification 6	Maintenance - Skilled

## **LONGEVITY**

The hourly rate of each employee hired prior to July 1, 1996 shall be increased by the percentage indicated below as of the anniversary date of hire based on continuous service:

- after 10 years - 3%
- after 15 years - 6%
- after 20 years - 9%

The hourly rate of each employee hired on or after July 1, 1996 shall be increased by the percentage indicated below as of the anniversary date of hire based on continuous service:

- after 10 years - 2%
- after 15 years - 4%
- after 20 years - 6%



## SALARY SCHEDULE

### Salary Schedule-96/97

<u>STEP</u>	<u>CLASS ONE</u>	<u>CLASS TWO</u>	<u>CLASS THREE</u>	<u>CLASS FOUR</u>	<u>CLASS FIVE</u>	<u>CLASS SIX</u>
18 mos.	\$14.82	\$15.38	\$16.51	\$16.86	\$17.10	\$19.96
12 mos	\$14.31	\$14.88	\$16.01	\$16.35	\$16.59	\$19.45
6 mos.	\$13.81	\$14.37	\$15.50	\$15.85	\$16.09	\$18.95
90 days	\$13.30	\$13.87	\$15.00	\$15.34	\$15.58	\$18.44
Start	\$12.80	\$13.36	\$14.49	\$14.84	\$15.08	\$17.94

### Salary Schedule-97/98

<u>STEP</u>	<u>CLASS ONE</u>	<u>CLASS TWO</u>	<u>CLASS THREE</u>	<u>CLASS FOUR</u>	<u>CLASS FIVE</u>	<u>CLASS SIX</u>
18 mos.	\$14.97	\$15.53	\$16.68	\$17.03	\$17.27	\$20.16
12 mos	\$14.45	\$15.03	\$16.17	\$16.51	\$16.76	\$19.64
6 mos.	\$13.95	\$14.51	\$15.66	\$16.01	\$16.25	\$19.14
90 days	\$13.43	\$14.01	\$15.15	\$15.49	\$15.74	\$18.62
Start	\$12.93	\$13.49	\$14.63	\$14.99	\$15.23	\$18.12

### Salary Schedule-98/99

<u>STEP</u>	<u>CLASS ONE</u>	<u>CLASS TWO</u>	<u>CLASS THREE</u>	<u>CLASS FOUR</u>	<u>CLASS FIVE</u>	<u>CLASS SIX</u>
18 mos.	\$15.12	\$15.69	\$16.85	\$17.20	\$17.44	\$20.36
12 mos	\$14.59	\$15.18	\$16.33	\$16.68	\$16.93	\$19.84
6 mos.	\$14.09	\$14.66	\$15.82	\$16.17	\$16.41	\$19.33
90 days	\$13.56	\$14.15	\$15.30	\$15.64	\$15.90	\$18.81
Start	\$13.06	\$13.62	\$14.78	\$15.14	\$15.38	\$18.30

**APPENDIX B**  
**VISION PROGRAM**

- |      |                    |                                                                                        |
|------|--------------------|----------------------------------------------------------------------------------------|
| I.   | Examination:       | 80% of R&C one time every 12 months                                                    |
| II.  | Regular Lenses:    | 80% of R&C one time every 12 months                                                    |
| III. | Bifocal Lenses:    | 80% of R&C one time every 12 months                                                    |
| IV.  | Trifocal Lenses:   | 80% of R&C one time every 12 months                                                    |
| V.   | Lenticular Lenses: | 80% of R&C one time every 12 months                                                    |
| VI.  | Frames             | 80% of R&C one time every 12 months                                                    |
| VII. | Contact Lenses:    | 80% of R&C; Contact lenses are allowed under the program in either of these instances: |
|      | 1.                 | following cataract surgery; or,                                                        |
|      | 2.                 | when visual acuity cannot be corrected to 20/70 in the better eye except by their use. |

If you choose contact lenses in lieu of the glasses available under this program, an allowance of **\$64.00** will be made toward their cost.

Examination, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) will be provided once in a twelve (12) month policy year (July 1 to June 30 of the following year) for each eligible member of the family.

**R&C = Reasonable and Customary charges.**

## **APPENDIX C LETTERS OF UNDERSTANDING**

### **STAFFING LEVELS**

During the life of this Agreement the Union may request a special conference to discuss staffing levels and/or the creation of a midnight shift.

### **INCLEMENT WEATHER OVERTIME-MAINTENANCE DEP'T.**

If there is a need for overtime during the inclement weather season (snow/ice), the Maintenance Dept. employees will be offered overtime first.

In the event that maintenance employees do not wish to work overtime hours, or are unavailable, or unable to be contacted, or if additional help is needed, a secondary list of overtime volunteers will be utilized.

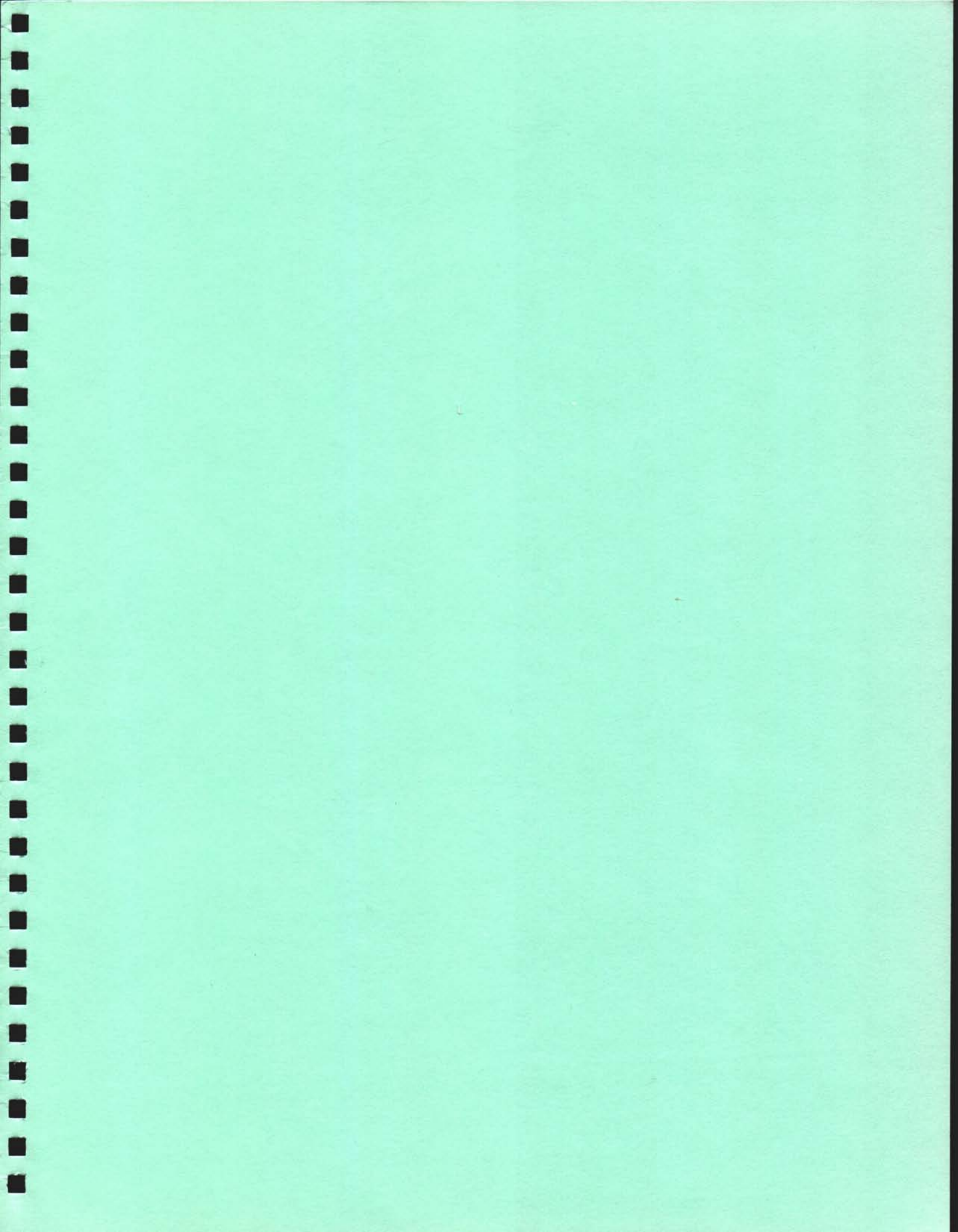
The secondary list will be made up of volunteers who will be trained on school owned equipment. The list will be in seniority order and rotated as equally as possible down the list. This overtime list will be kept separate from each school building list.

If enough staff are not secured through this process, staff will be assigned per the provisions of Article XXII, Section B.

### **ONE PERCENT (1.0%) OFF-SCHEDULE WAGES**

In addition to the Salary Schedule on Page 42, for each year of this Agreement, all employees will receive a one-time yearly payment of one percent (1%) of the previous years hourly wage times the yearly scheduled hours of work, to be included in the last paycheck in June each year. This amount will not be incorporated into any future salary schedules.

Should the District receive a reduction (less than \$140/student increase) in any given year of its per-pupil Foundation Grant as a result of a Governor's Executive Order and/or legislative action, the parties shall meet upon request of either one of them to mutually determine how the Agreement provisions with regards to off-schedule wages will be modified.



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LOCAL