

6/30/96

**AGREEMENT
BETWEEN
THE
NOVI COMMUNITY SCHOOL DISTRICT
AND
THE
NOVI FOOD SERVICE EMPLOYEES
ASSOCIATION**

1993 - 1996

DRAFT COPY

Novi Community School District

Novi Community Schools

25345 Taft Road
Novi, Michigan 48374-2423
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John A. Swallow

Assistant Superintendent - Office for Human Resources

TO: Annie M. Cooper, Librarian, Michigan State University
FROM: John Swallow
DATE: April 18, 1994
SUBJECT: Your request letter dated April 7, 1994

I am pleased to provide you with the requested copies of contracts we currently have in effect for the (5) bargaining units in our district. There are no contracts with other groups within our district. You will notice three of the contracts are marked "Draft Copy" as they are currently under going language rewrites. They do, however, contain newly negotiated language items and wage scales in effect for the period of 1993-1996. I hope this clarifies any questions you might have had regarding this. We anticipate the final editions of the three contracts hopefully by the end of this August.

If you have any other questions or require additional materials, please do not hesitate to contact me.

JAS:clf

c: memos file
misc.corr.

Michigan State University
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RELATIONS LIBRARY

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AGREEMENT

This Agreement made and entered into this first day of July, 1993, between the Novi Community School District, of the City of Novi, Oakland County, Michigan, hereinafter referred to as either the "Board", the "District", or the "Employer", and the Michigan Educational Support Personnel Association, hereinafter referred to as "MESPA", through its local affiliate, the Novi Food Service Employees Association, hereinafter referred to as the "Association".

ARTICLE I - RECOGNITION

- A. The Board recognizes the Michigan Educational Support Personnel Association through its local affiliate, the Food Service Employees' Association hereinafter referred to as the Association, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the entire term of this Agreement for all food service employees in the Novi Community School District, excluding the Director of Food Service, temporary and/or substitute employees, and student help.
- B. Food service Employees are those individuals regularly and continuously performing any one of the various job classifications listed in Appendix A.
- C. The term "Employee" refers to all such individuals represented by the Association.

ARTICLE II - EMPLOYEE RIGHTS

- A. The Association and its members shall have the right to use the school building facilities, according to District policy, for Association business and;
 - 1. The Association will have the right to use school building facilities for Association meetings provided that:
 - a. Such meetings occur during regular shift hours of the custodians for the building in question.
 - b. A request is made on the School District forms to the principal not less than three (3) days in advance.
 - c. There is no conflict with other school activities.
 - 2. The principal shall advise the Association 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 shall be made available to the Association and the Association shall be responsible for proper operation of all such equipment.
- B. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, all regularly available

information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Employees.

- C. The Association shall receive, if requested thirty (30) days in advance, by November 1, a report of all Employees covered under this Agreement stating; name, classification and step, building assignment(s), date of hire, and the number of hours worked each day. A revised report, if requested thirty (30) days in advance, shall be delivered to the Association by January 31 of each year. The Association shall receive, all Board of Education meeting agenda and minutes of their meetings.
- D. The Board shall provide each Employee, by the fourth (4th) 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. Each member of the bargaining unit shall have the right to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials, and to have a representative of the Association accompany him/her in such a review. He/She shall have the right to file a written reply to any evaluative or disciplinary report placed in his/her 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 source. The Employee shall be provided the opportunity to sign said material to indicate awareness and not necessarily agreement.
- G. 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.
- H. 1. Any case of assault and/or battery upon an Employee on School 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.
2. Should the Employee suffer any loss, damage or destruction of clothing or personal property as the result of an assault and/or battery while on duty on School District property, the School District will reimburse the Employee.
3. In the 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.

4. Time lost by an Employee in connection with student discipline shall not be charged against the Employee.
- I. 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.

ARTICLE III - MANAGEMENT RIGHTS

Except as modified by the specific terms of this Agreement, the Board retains all rights and powers to manage the Novi Community School District and to direct its Employees.

ARTICLE IV - FAIR EMPLOYMENT PRACTICES

- A. The Board agrees that neither it, nor any of its administrative agents, shall discriminate against any Employee on the basis of race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Association or any other employee organizations. The Association agrees that it shall admit all Employees to its membership without discrimination by reason of race, creed, color, national origin, sex, marital status or prior membership or past participation in the activities of any employee organization. Membership in the Association shall not be required as a condition of employment of any Employee with the Board.
- B. It is expressly agreed, between the Board and the Association, that sexual harassment of students, food service Employees or administrators will not be condoned. The Board further agrees that its administrators or food service employees will not be allowed to engage in any such behavior or practice. All charges of alleged sexual harassment will be reported to the Superintendent, or his/her designee, for investigation and action. In the event a student, food service Employee or administrator is found to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension or termination of employment.

ARTICLE V - EMPLOYEE HEALTH CERTIFICATION

In order to provide continuing health protection for students and other school personnel, it is agreed, that upon initial employment, each Employee shall provide, by certification of his/her private physician, evidence of:

- A. Such state of physical and mental health that he/she is able to attend to his/her assigned duties without undue absence during the ensuing year.
- B. Employees are required to file proof of freedom from active tuberculosis, as required by State law, in the form of a certificate showing negative result from either a chest x-ray or a tuberculin skin test. The certificate must be filed within fourteen (14) days after the first day of regular school sessions in the Fall, and the chest x-ray or skin test must have been performed

within nine (9) months preceding the first day of regular school sessions in the Fall. The Board agrees to continue to make arrangements for Employees who prefer the tuberculin skin test to procure same.

- C. If, for any reason, the Board requests an Employee to have an additional physical psychological examination by his/her own physician or one recommended by the Board, such an examination shall be at the expense of the Board.

ARTICLE VI - VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as any position either newly created or a present position that is not filled and the Board has decided to fill.
- B. 1. All vacancies shall be posted in a conspicuous place in each building of the district for a period of six (6) working days. Said posting shall contain the following information:
- a. location of work;
 - b. hours to be worked;
 - c. classification;
 - d. minimum requirements.
2. Interested Employees may apply in writing to the Superintendent, or his/her designee, within the six (6) day posting period. The Board shall notify Employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to the Association and including a notice in the paycheck envelope of each Employee who is, at or about that time, entitled to receive a paycheck.
- C. 1. In the event of a vacancy, the Board will give consideration to applications for transfer on the basis of qualifications and seniority, as defined in Article XII, C, 1. An applicant with less service in the School District will not be awarded such transfer, unless his/her qualifications shall be determined to be substantially superior.
2. In the case of a transfer or promotion, an Employee whose new work experience of forty-five (45) days is unsatisfactory to either the Employee or the Board, the Employee will be returned to his/her former classification but not necessarily to the former position.
- D. 1. An involuntary transfer is defined as the transfer of an Employee from one school building to another school building without the approval and/or the express objection of the Employee.
2. The Association and the Board agree that transfers of Employees from one position to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer an Employee to another position in order to continue to serve the educational needs of the children of the Novi Community School District. In all such transfers, this will be

discussed by the Assistant Superintendent and the Employee. In such transfers each Employee shall be given at least ten (10) work days notice. The School District shall notify the President of the Association of all such transfers.

- E. A salary change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the new position. The hourly rate change shall be one of the following:
1. to the minimum salary (step 1) for the new position;
 2. to the hourly rate step on the appropriate schedule which is at least one (1) increment higher than the hourly rate currently being paid the Employee concerned, whichever is higher; or
 3. shall be the payment of any supplemental salary allowances approved for the position.

ARTICLE VII - HOLIDAY PAY

- A. In order to qualify for holiday pay, the Employee must have worked the first scheduled work day before and the first scheduled work day after the holiday. The Employee shall be paid for the holiday at her/his regular average daily rate.

An Employee who uses a sick leave allowance day on the scheduled work day before or the scheduled work day after a holiday may be required to provide proof of the illness. The final determination, in cases of illness, for qualification for holiday pay, will rest with the superintendent, or his/her designee.

A personal business day may not be used the scheduled work day before or the scheduled work day after a paid holiday.

- B. Authorized holidays are:

1. Christmas Day
2. New Year's Day
3. Memorial Day
4. Good Friday
5. Labor Day
6. Thanksgiving Day
7. Day after Thanksgiving
8. Independence Day (for Employees that are required to work the day immediately preceding (July 3) Independence Day or the day immediately following (July 5).

- C. If the holiday falls on Sunday, Monday shall be the paid holiday. If the holiday falls on Saturday, Friday shall be the paid holiday.

- D. An exception to the above shall be made if school were in session on the aforementioned days. In such case, this shall not imply a double-pay situation.

ARTICLE VIII - WORKING DAY, WEEK AND YEAR

A. The number of hours worked by each food service Employee each day shall be determined by the Director of Food Service and may vary depending upon the total participation, school building situation or building principal.

1. The working hours of the Employees shall be completed Monday through Friday within the normal school day, except that certain classifications, as determined by the Board, may be required to report prior to the opening of the school day as needed. Any Employees hired after March 1, 1978, may also be required, as needed, to report after the close of the school day.

2. Based on specific building requirements and/or total student participation in the program, the working hours of the Employees within classifications may vary.

a. At the beginning of each semester, each Employee will be notified in writing of the (1) time to report, and (2) the number of hours to be worked per day.

b. The variation in working hours is as follows:

Manager (Central Kitchens)	5 - 7 hours
Head Cook	5 - 7 hours
Cook	4 - 6 hours
Helper/Serving Assistant	2 - 5 hours

c. In the event that individuals are assigned additional hours above, existing variations on a temporary basis to meet unexpected developments or emergencies, they shall be paid as follows:

(1) Temporary assignments, for the purpose of filling positions of absent Employees in higher classifications who are absent for three (3) days or less, (1) may be granted to the senior Employee in the next lower classification in the building who is qualified for the job and has indicated in writing at the beginning of the school year a desire for such assignment, unless the assignment can be made from within the classification; and/or (2) be granted to the senior Employee in the next lower classification in another building who is qualified for the job and has indicated in writing at the beginning of the school year a desire for such assignment as well as a willingness to travel to another work location, unless the assignment can be made from within the classification.

If there is not a sufficient number of Employees who have indicated, in writing, a desire to assume assignments at a higher classification, the Board may require other Employees, starting with the most senior Employee in the next lowest classification to assume positions in a higher classification.

In the event the Employee receiving the temporary assignment for a minimum of three (3) work days or

longer, he/she shall be paid the same hourly rate he/she would receive if he/she were permanently assigned to that classification, retroactive to the first day of that assignment.

In the event an Employee receives an assignment temporarily vacated by an Employee assigned to jury duty for four (4) work 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.

The Board may fill emergency vacancies of less than three days with a substitute.

- (2) Shall be paid time-and-a-half (1 1/2) for all hours worked in excess of eight (8) hours in any work day
- d.
- (1) Lunch and rest periods shall be designated by the Board according to the following: food service Employees working four (4) hours but less than five (5) hours shall be entitled to a twenty (20) minute lunch period. Those working five (5) or more hours shall be entitled to a ten (10) minute rest period and a fifteen (15) minute lunch period. Those working less than four (4) hours are entitled to eat lunch, but must do so on their own time. Those working less than four (4) hours and do not desire to eat their lunch but are required to take a lunch period will be paid for that period.
 - (2) The lunch and rest period shall not be consecutive with one another, nor with the starting or quitting times, unless approved by the Board.
 - (3) Lunch and rest periods shall be taken at a time and manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an Employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.
- e. The Board shall make every effort to maintain existing working hours, as listed above in Section A,2,b, however, should changing working conditions during the life of this contract warrant alterations in the current working hours as listed in Section A,2,b, then the Board, or its designee, shall notify the Association and individual at least two (2) weeks prior to the beginning of the change.
- f. The duties of any Employee shall not be transferred to other persons not covered by this Agreement, if such a transfer of duties results in the loss of hours for any Employee, without prior negotiation.
3. The working year shall consist of:

- a. When any school building is not scheduled to serve student meals, those Employees normally assigned to work in that building will be used as substitutes in any other building, if necessary. Their hourly pay shall be as determined by the pay of the Employee for whom they are substituting.
 - b. No less than one (1) nor more than three (3) days prior to and after the closing of school during the School Calendar year.
4. Activities requiring the use of school cafeteria equipment, outside the general working hours of the Employees, shall be handled as follows:
- a. The job will be posted in all kitchens for three (3) work days. All Employees may apply, and the most senior Employee shall be given the assignment. If no one applies, then Employees will be assigned starting with the junior Employee with the necessary skills and abilities, on up, until there are enough people, and these assigned Employees shall be required to work. The Association will be sent copies of all postings and will be notified of the Employee(s) working the assignment.
 - b. When Employees either voluntarily accept or are assigned to the above activities, they shall be paid as follows:
 - (1) If the activity is sponsored and funded by the Board, pay will be at straight time, or as provided in Article VIII, A, 2, c, (2). However, if the activity is scheduled on a Sunday or holiday, pay will be at double time.
 - (2) If the activity is not sponsored and funded by the Board, pay will be at time-and-one half. However, if the activity is scheduled on a Sunday or holiday, pay will be at double time.
 - (3) If an activity falls on Mothers' Day, volunteers will be solicited and chosen according to Article VIII, A, 4, a. If no Employees volunteer, the Board will have the right to employ someone outside the bargaining unit to work in a kitchen on Mothers' Day.
- B. The building lunch periods shall be determined by the building principal.
- C. Cafeteria workers shall be paid for the actual hours worked, plus authorized overtime.
- D. It is the policy of the Board to keep overtime at a minimum. Pay for emergency overtime, authorized by Director of Food Services and approved by the Assistant Superintendent shall be at time-and-a-half for all hours in excess of 8 hours in any work day.
- E. 1. In the event that the Board cannot provide pupil instruction because of conditions not within the control of the Board as provided in applicable State law and/or regulations, those days

shall be added to the school calendar as provided in Appendix A of the Novi Education Association's MEA/NEA Professional Agreement for the school years 1993-94, 1994-95 and 1995-96. Employees of the bargaining unit will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.

2. When a building is closed to students by an Act of God, or any other reason, Employees may be required to report to work.
- F. The Board shall provide full-time employees with one hundred dollars (\$100.00) per year to purchase uniforms (dresses, slacks and smocks) and/or stockings and shoes, payable in two (2) equal installments during September and January. The installments received during September and January shall be expended prior to December and April, respectively.

The Employee shall submit to the Director of Food Services an itemized receipt during the month of December, before receiving the January installment.

The Employee shall submit to the Director of Food Services an itemized receipt, on or before April 30, or the January installment will be deducted from the Employee's paycheck.

Full-time Employees are defined as those who customarily work at least (4) four hours per day, five (5) days per week. Employees working less than four (4) hours shall receive a pro-rata allowance.

Full-time Employees are defined as those who customarily work at least (4) four hours per day, five (5) days per week. Employees working less than four (4) hours shall receive a pro-rata allowance.

- G. Employees shall receive a mileage allowance or reimbursement, at the maximum rate allowed per mile by IRS, for authorized travel on school business. It is expressly understood that this allowance or reimbursement does not apply to travel related to banking.
- H. Attendance at conferences and/or conventions pertaining to food service will be reimbursed by the Board for registration fees, lodging, meals, mileage and lost wages, if any. Requests for attendance at such functions may be initiated by either party and requires mutual consent in order to become operative.
- I. When banking duties are performed by the Managers, they shall receive thirty (30) minutes credit per week in compensation at the regular hourly rate to handle their banking duties. It is expressly understood that the Board's mileage allowance does not apply to any driving incurred with banking duties.
- J. Any individual who is called into work when the building is closed shall be paid the greater of (1) the hours worked or (2) the lesser amount of four (4) hours or his/her regular scheduled hours.
- K. In the event a District kitchen and cafeteria are used by any organization for the purpose of preparing and serving a meal, the

Board will require and assign at least one (1) food service person to work during the time the facility is being used. The individual assigned will be selected and paid as per section A, 4, a, b, above.

ARTICLE IX - DISCHARGE AND DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. The Board agrees promptly upon the discharge, discipline or reprimand of a non-probationary Employee to notify in writing the Association.
- B. The Board agrees to discharge, or discipline, non-probationary Employees only for just cause.
- C. A representative of the Association shall, at all times, be present when an Employee is being reprimanded or disciplined. There shall be no less than one Building Representative per building preparation kitchen.
- D. The discharged or suspended non-probationary Employee will be allowed to discuss his/her discharge or suspension with the Association President, or his/her designee and the Board will make available an area where he/she may do so before he/she is required to leave the property of the District. If requested, the Board or its designated representative will discuss the discharge or suspension with the Employee and the President of the Association or his/her designee. If not resolved at this meeting, it can then be appealed in writing to the Superintendent. 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 Association, the matter may be processed through the grievance procedure beginning with Level 4.

ARTICLE X - LEAVE PLAN

- A. Personal Leave With Pay:
 - 1. Personal leave time with pay will be granted to the Employee at the rate of 15 days per year at the beginning of each school year.
 - 2. Unused personal leave time shall be accumulated to a total of 147 days to be known as the paid leave bank.
 - 3. Each Employee will be provided a statement of available leave time by August 15th of each year, which shall include any previously accumulated leave time and the advance leave time credited for the current year.
 - 4. Leave time with pay will be granted and deducted from the leave bank for personal illness, temporary disability, injury, illness or death in immediate family, and personal business. In addition to accumulated bank limitations, the following time limits shall prevail:

- a. Personal illness, temporary disability and/or injury--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, temporary disability or injury to a maximum of the full amount available in the Employee's accumulated leave bank at the time the illness, temporary disability or injury occurs.
 - b. Illness or death in the immediate family, and/or personal business--A total aggregate of a maximum of nine (9) days for all purposes listed in this section (b) in any one (1) year. Individual adjustments may be made by the Superintendent to cover specific and unusual circumstances. Specific annual limitations on use of personal leave days shall be as follows:
 - (1) Up to five (5) days may be used for critical illness of a member in the immediate family.
 - (2) Up to four (4) days may be used for death in the immediate family.
 - (3) Marriage of Employee, son or daughter, one (1) day may be used if within 200 miles: over 200 miles up to three (3) days may be used depending on distance.
 - (4) Religious Holidays - three (3) days may be used.
 - (5) Other personal business - up to three (3) days may be used.
5. Criteria for fulfilling requirements of participating in personal leave with pay:
- a. Personal illness and injury - Employees who are absent due to illness or injury shall follow the notification procedures, as developed by the Board, or its designee.
 - (1) The Board, at its own expense, may require an examination, performed by a Board designated physician, of a person whose injury or sickness is the basis of a claim for personal leave or the claim for leave benefits. If upon such examination, it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave benefits shall have all such benefits terminated forthwith.
 - (2) An Employee absent ten (10) or more consecutive work days because of illness or injury shall, upon his/her return and before resuming his/her duties, furnish the administrator in charge of personnel with a statement, signed by a physician; indicating the nature of the illness or injury and a certification of fitness for the Employee to resume his/her normal duties.

- (3) An Employee will not be permitted to return to his/her assignment without permission of the Superintendent or his/her designee, if it is necessary for the Employee to use crutches 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, 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 paid leave bank in proportion to the daily amount paid by the Board.
- (5) When an Employee resumes duties following an absence, the Employee shall complete and sign an Employee Absence Report form the first full day of employment following an absence. Failure to do so shall cause the Employee to lose his/her "leave" rights with pay. The Employee Absence Report form shall be obtained from, and returned to, the unit administrator.

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

- (1) The definition of immediate family, for purposes of "death in immediate family," shall include spouse, children, father, mother, brother, sister, father and mother-in-law, grandparents and grandchildren.
- (2) The definition of immediate family, for purposes of "critical illness in the immediate family," shall include spouse, children, father, mother, brother, sister, or other relatives currently living in the same household.
- (3) Other personal business leave shall be granted for personal or private business, provided such leave 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 school hours. Personal business leave will not ordinarily be granted in the first or last weeks of the school year or within one (1) day prior to or following a paid holiday and/or a vacation period.
- (4) All requests for personal leave shall be on the Board form, shall be initiated with the unit administrator and the reason for such leave shall be personally communicated with the unit administrator. Except in cases where extreme circumstances prevent, approval of the Employee request for personal business leave must be obtained in advance from (1) unit administrator (who will forward the request to the Superintendent) and, (2) the Superintendent or his/her designee. A denial at the unit administrator level 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 or disapproval.

- (5) In unusual cases involving particularly private or confidential circumstances, the unit administrator may act on the basis of a verbal, rather than a written statement of reason. However, the request for personal business leave shall be in writing. In extreme circumstances, the Employee may file the request directly to the Superintendent, or his/her designee.
- (6) Except in cases of extreme 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.
- (7) Any disability deriving from pregnancy, including childbearing, recovering from childbearing, miscarriage, or abortion, will be treated the same as any other temporary disability for purposes of use of paid leave.

6. Voluntary sick leave donation.

In the event an Employee who has been absent because of an extended, critical personal illness and has consumed all of his/her personal leave bank days, he/she may request the Superintendent, or his/her designee, to develop a procedure which will allow any member of the bargaining unit the opportunity to donate a number of hours equivalent to a number of his/her work days, but not to exceed five (5) days, all of which will be deducted from their individual paid leave banks. The total number of hours donated shall be divided by the assigned number of work hours the ill Employee normally works. The number of days determined by this method will be credited to the ill Employee's personal paid leave bank.

B. Personal, Military, Health, and other Leaves of Absence Without Pay.

1. Any person who has been employed by the Board for a minimum period of two (2) consecutive years may, on written request, be allowed a personal leave without pay, for good and sufficient reason. Such leave may be for up to a maximum of (1) full year. Applications for personal leave of absence must be submitted by April 1 for leaves beginning the first half of a work year and by November 1 for leaves beginning the second half of the work year. Provided, any person who has exhausted his/her personal paid leave bank and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a year within 20 days (school) after the depletion of the leave bank. Failure to file such a request shall be considered as intent of the Employee not to seek further employment in the school system.

- a. Personal leave of absence to take other employment will not be granted, except as specifically stated in other parts of this contract.
 - b. If, at the expiration of the personal leave, a person wishes to resume employment with the Board, 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 specified will indicate a lack of intent to resume employment with the Board.
 - c. Personal leaves of absence may be extended for a maximum of one (1) additional year beyond the original request.
 - d. Persons returning from a personal leave of absence shall be re-employed when a position is open requiring a person with his/her qualifications.
 - e. Upon return from a personal leave without pay, the Employee shall be placed on the salary schedule for which he/she was eligible when he/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 a military leave and return therefrom will be governed by applicable provisions of State and Federal laws in effect at the time in question.
 3. Health Leave - An Employee shall be granted a health leave when his/her health or the health of a member of the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence, warrants it, after one (1) year of service and up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the Employee must either return or resign unless a special extension is recommended by the Superintendent. When the health of the Employee, or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall notify the Superintendent in writing; and submit a statement from a physician certifying his/her fitness to return, if leave was granted for his/her personal illness.
 4. Other Personal Leave - A leave of absence for personal reasons other than those listed above, may be granted upon written request to the Employee's immediate supervisor and the approval of the Board, or its designee.
 5. Child Care Leave:
 - a. A Child Care Leave without pay or fringe benefits will be granted to an Employee for a period of up to one (1) year. The Employee requesting such leave shall notify the

Personnel Office, in writing, of his/her intent at least thirty (30) days prior to the beginning date of such leave.

- b. A Child Care Leave must terminate at the beginning of a school year.
- c. Employees must give written notice to the Superintendent by April 1, of the year the leave expires, of their intention to return. The notice of intention to return or request an extension of their leave is the responsibility of the individual. In the event such notice is not received, the Board will interpret this as a resignation.
- d. Any Employee beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next school year; however, any Employee beginning a Child Care Leave on or after January 1, but prior to July 1, shall receive the balance of that school year in addition to the following school year. If an Employee wishes to return to work prior to the expiration of the planned leave, he/she shall notify the Superintendent by April 1.
- e. Persons returning from a Child Care Leave shall be re-employed when a position is open requiring a person with his/her qualifications.
- f. Upon return from a Child Care Leave without pay, the Employee shall be placed on the salary schedule for which he/she was eligible when he/she left for said leave.
- g. An Employee who suffers a miscarriage, a still-birth or the death of any child for whom he/she received a Child Care Leave may be returned to service after appropriate medical certification, if necessary, by his/her attending physician and/or the Board physician.
- h. An Employee adopting an infant child shall be granted, upon written request to the immediate supervisor a leave to commence at any time during the first year of receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirement for adoption.

6. Voluntary Layoff Leave

- a. A voluntary layoff leave of absence, without pay, seniority or fringe benefits, may be granted with the recommendation of the Superintendent, by the Board of Education, to eligible Employees for a period of up to one (1) year. An eligible Employee is any Employee not currently on layoff and whose position may be filled by someone on the layoff list who is qualified and has the skills necessary to fill that position. He/She shall notify the Superintendent, in writing, of his/her desire to go on a voluntary layoff leave of absence prior to the beginning of the next school year.

- b. (1) A voluntary layoff leave of absence, if granted, may commence at the beginning of the school year and must terminate at the end of that school year. In the event the circumstances requiring the layoff change and it is necessary to "recall" the person on a voluntary layoff leave of absence, the Employee on a voluntary layoff leave of absence shall either: (1) return to his/her former position, or (2) request to be placed on "Personal Leave of Absence Without Pay" (Article X, B). His/Her return shall be determined by the provisions of that leave (Article X, B, 1, b).
- (2) If the Employee on a voluntary layoff leave of absence does not: (1) return to his/her former position or (2) request to be placed on "Personal Leave of Absence Without Pay" as provided in section B, 1, above, the Board shall interpret this as a resignation.
- c. A voluntary layoff leave of absence will be granted for only one (1) school year. The Employee that replaces the Employee on a voluntary layoff leave of absence shall remain in that Employee's assignment for the duration of that leave.
- d. At the expiration of the one (1) school year voluntary layoff leave of absence the Employee on leave shall return, resign or request some other leave status by April 1. Employees returning from a voluntary layoff leave of absence shall be reinstated in the same position, placed on the salary step and returned to the seniority status for which he/she was eligible when he/she left for such leave.
- e. If, upon returning from a voluntary layoff leave of absence, and if the circumstances which necessitated the layoff are still prevalent and if the Employee is still eligible, he/she may request another voluntary layoff leave of absence as provided in this Article.

C. Attendance Incentive Bonus -

- 1. For the purpose of determining the time frame for the payment of the attendance incentive bonus, the work year shall be divided into thirds. The work-year schedule (thirds) shall be as follows: August 29 through November 25; November 26 through March 10; and March 11 through June 17.
 - a. An Employee with perfect attendance, during the specified period (third) of the work year, shall receive an attendance incentive bonus of sixty dollars (\$60) for said period.
 - b. An Employee with one (1) absence, during the specified period (third) of the work year, shall receive an attendance incentive bonus of forty dollars (\$40) for said period.
 - c. An Employee with two (2) absences, during the specified period (third) of the work year, shall receive an

attendance incentive bonus of twenty dollars (\$20) for said period.

d. An Employee with three (3) or more absences, during the specified period (third) of the work year, shall receive no attendance incentive bonus for said period.

2. For the purpose of calculating the attendance incentive bonus, only absences due to personal illness; family illness; personal business, excluding the observance of religious holidays; and absence without pay time will be used. Additionally, all partial absences shall be cumulative for each period (third) as stipulated in Item 1 (above).

3. Payment of the attendance incentive bonus shall be made in the paycheck issued following the close of the specified period (third) as stipulated in Item 1 (above).

D. Upon retirement from the District, Employees who have a minimum of fifteen (15) years of experience with the District and who have accumulated 118 days, or more, to a maximum of 147 days, in their (sick) paid leave allowance bank will be paid for said days, not to exceed thirty (30) days, at the rate of \$15 per day.

This Section may become null and void on July 1, 1996.

ARTICLE XI - GRIEVANCE PROCEDURE

A. Definition: A grievance is a complaint by a bargaining unit Employee, or by the Association in its own behalf, concerning: (1) any alleged violation of this Agreement, or (2) any disciplinary action meted out to the grievant.

B. Procedure: All grievances shall be handled according to the following procedure:

1. Level One

The Employee shall first discuss the grievance with the Director of Food Service either individually or accompanied by an Association Representative, in an attempt to resolve the grievance informally.

2. Level Two

a. If the grievance is not resolved at Level One, it shall be reduced to writing, clearly stating the claimed basis for the grievance, and shall be signed by the Employee or Association Representative and presented to the Director of Food Service within fifteen (15) work days following the act or condition which is the basis of the grievance. The written grievance may be presented to and discussed with the Director of Food Service either (a) by the Employee alone, or (b) by the Employee accompanied by an Association Representative, or (c) by an Association Representative in the name of the Association or individual Employee, if so requested.

- b. Within ten (10) work days after receiving the written grievance, the Director of Food Service shall communicate his/her decision in writing to the person or persons who presented the grievance, and to the Association if the grievance was presented by the Employee alone.

3. Level Three

- a. Within ten (10) work days after the delivery of the Director's decision, the grievance may be appealed to the Superintendent, or his/her designee, by the Employees who presented the grievance at Level Two, or by the Association if the grievance was presented by the Employee alone and the Employee did not appeal. The appeal shall be in writing and shall set forth, specifically, the act or condition and the grounds on which the grievance is based, and shall be accompanied by a copy of the decision at Level Two.
- b. Within ten (10) work days after the delivery of the appeal, the Superintendent, or his/her designee, shall investigate the grievance and shall communicate his/her decision in writing, together with the supporting reasons, to the employee or employees who presented the grievance at Level Three, and to the Association if the grievance was presented at Level Three by the Employee alone. As part of his/her investigation, the Superintendent, or his/her designee, shall give an opportunity to be heard to the aggrieved Employee and also, except where the grievance is presented at Level Three by the Employee alone, to the President of the Association, or his/her designee.

4. Level Four

- a. Within ten (10) work days after the delivery of the decision of the Superintendent, or his/her designee, the grievance may be appealed to the Board of Education by the Employee or Employees who presented the grievance at Level Three, or by the Association if the grievance was presented at Level Three by the Employee alone and the Employee did not appeal. The appeal shall be in writing and shall set forth, specifically, the act, or condition, and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.
- b. Within twenty (20) work days after delivery of the appeal, the Board shall give an opportunity to the aggrieved Employee to be heard and also, except where the grievance is presented at Level Four by the Employee alone, to the Association. The Board shall deliver its decision in writing, together with supporting reasons, within twenty (20) work days after the hearing to the employee or employees who presented the grievance at Level Four and to the Association, if the grievance was presented at Level Four by the Employee alone.

5. Level Five

If the grievance is not settled at Level Four, only the Association may appeal the grievance to arbitration. The Association may appeal the matter to arbitration, provided written notification is given to the Board within ten (10) days from the date of receipt of the Board's decision. If the parties cannot agree as to the arbitrator within five (5) work days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association, in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party. 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 1) any alleged violation of this Agreement, or 2) any disciplinary action and agree that judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He/She shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Education.

C. Powers of the Arbitrator:

1. 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.
 - a. He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
 - b. He/She shall have no power to establish wage rates.
 - c. He/She shall have no power to rule on the termination of service of, or failure to re-employ any probationary Employee.
2. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. Rights to Representation:

Any party of interest may be represented at all meetings and hearings, at any Level of the grievance procedure, by another person, provided, however, that any Employee may in no event be represented by an officer, agent, or other representative of any organization other than the Association or its affiliates. When an Employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Time Limits:

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 Level of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within the time specified in Level Two, shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement, in writing.

F. Notification to Association:

Compliance with the provisions set forth above concerning notification to the Association on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section II of the Public Employment Relations Act (Act 336 of 1947, as amended) which provides that the bargaining representative shall be given "opportunity to be present" at adjustments of such individually processed grievances.

G. Grievances at Level above Director of Food Service:

If a grievance arises from the action of authority above the Director of Food Service, the grievant shall present such grievance at Level Three of the grievance procedure.

H. Withdrawal of Grievance:

A grievance may be withdrawn at any Level without prejudice or record. However, if the grievance affects a group of Employees, the Association committee may process the grievance at the appropriate Level.

I. Hearings and conferences called by the Board or arbitrator, and held under this procedure, shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are held during the work day, all Employees whose presence is required shall be excused for that purpose.

J. Grievances will be processed on forms developed and provided by the Association, following approval by the Superintendent.

ARTICLE XII - EMPLOYMENT STATUS

- A. 1. A new Employee must serve a probationary period of thirty (30) work days. The Board shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association. The Board will evaluate all probationary Employees.
2. An Employee who is awarded a position in a higher classification shall be considered as serving in the position on a trial basis for a period as determined by the

superintendent, or his/her designee, but not less than thirty (30) working days. While serving in the new position, on a trial basis, the Employee shall receive the hourly rate and benefits for said position. During this trial period, the vacancy created by the move of the Employee shall be considered temporary and will be filled by the Board utilizing the procedure listed in Article VIII, A, 2, c, (1). The Board may fill the vacancy resulting from the utilization of said procedure with a substitute.

3. The Employee who is awarded the position under the terms of this Section may elect to return to her/his former position; provided, however, the Employee shall make a written request to the superintendent, or his/her designee, outlining her/his reason(s) within twenty (20) work days of the assignment to the new position.
4. In cases where it is determined by the Board that the Employee is not qualified for the new position, the superintendent, or his/her designee, shall prepare a written statement giving the reason(s) that the Employee is deemed unqualified for the position. A copy shall be given to the Employee and, if requested by the Employee, a copy shall be sent to the Association.
5. In the event the Employee is determined not to be qualified, as outlined above, for the new position, she/he shall be returned to her/his former position.

B. Permanent Status:

Employees successfully completing their probation shall be considered as permanent Employees and shall be entered on the seniority list and shall rank for seniority from the first day employed. There shall be no seniority among probationary Employees.

C. Seniority:

1. Seniority shall be defined as length of continuous service with the Board, but deleting any unpaid leaves, and shall be computed from the latest date of hire.
2. Seniority, for purposes of layoff, shall be determined by the length of the continuous service by an Employee in his/her classification at the time of layoff. Seniority, for purposes of bumping, as provided in E, 2, b, shall be as determined in C, 1, above.
3. In the event that two or more Employees have the same length of service in the District, the tie will be broken by a lottery.
4. The Board will keep the seniority lists (district seniority and classification seniority) up to date at all times and will make them available to the Association on or before September 15 and May 30 of each school year. Any changes in the lists will be mailed to the Association office within one week of the change.

D. Loss of Seniority and Permanent Status:

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

1. The Employee quits;
2. The Employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
3. The Employee is absent for five (5) consecutive working days without notifying the Board unless such absence is caused by circumstances beyond his/her control; (Such results in an automatic discharge and the Board will send written notification to the Employee at his/her last known address that employment has been terminated and the Employee has lost seniority.)
4. The Employee does not return to work when recalled from layoff as set forth in the recall procedure;
5. Failure to return from leave of absence without notification to the Board will be treated the same as (3) above;
6. The Employee retires.

E. Layoff Defined:

1. Whenever necessary, because of insufficient funds or the abolition of the position, the Board, upon recommendation of the Superintendent, may lay off the requisite number of personnel beginning with any probationary Employee in that specific area, and then permanent-status Employees in that specific area, in inverse order of their seniority.
2. Notice of lay-off and bumping shall be as follows:
 - a. In the event the Board anticipates the necessity of laying off Employees for an indefinite period of time, the Board will attempt to notify the Association and the affected Employees thirty days in advance, but no later than, three weeks prior to the lay-off.
 - b. 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 junior Employee is to be bumped.
 - c. The bumped Employee shall be given two (2) working days written notice of his/her lay off by reason of bumping.
 - d. An Employee bumping a junior Employee shall have thirty (30) working days to establish that he/she is qualified to perform the job of the bumped Employee.
 - e. When the identity of Employees to be layed off or bumped has been determined, the Association shall be advised promptly.

F. Recall Procedure:

When the working force is increased after a lay-off, Employees will be recalled in a reverse order as that outlined in Section XII, E. Notice of recall shall be sent to the Employee and the Association at their last known address by certified mail, return receipt requested. If an Employee fails to report for work within ten (10) working days from the date of the mailing of the notice of recall, he/she shall be considered to have quit.

ARTICLE XIII - NEW CLASSIFICATION

- A. The Board shall notify the Association, 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 Board shall place the position into a new or current classification and rate of pay for the jobs in question and shall designate the classification and pay rate as temporary. The Board shall notify the Association in writing of any such temporary jobs which have been placed into effect, upon the institution of such jobs.
- 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 Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request, in writing, the Board 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. If the parties cannot agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association, in accord with its rules which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall render his/her decision based solely upon the final position of either of the parties. The arbitrator's decision shall be final and binding on both parties. When a new classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the new classification shall be added to and become a part of this Agreement.

ARTICLE XIV - PAYROLL DEDUCTIONS

- A. The Board agrees to deduct from the salaries of Employees when voluntarily authorized in writing by each Employee:
1. Tax deferred annuities
 2. Credit Union monies

3. Insurance
 4. Association dues and service fees
 5. Any other deductions mutually agreed upon.
- B. Individual authorization forms shall be furnished by the appropriate organization involved, and, when executed, and filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Board agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Assistant Superintendent.
- C. The Association will indemnify, and save harmless, the Board for all sums improperly checked-off and remitted to the Association.

ARTICLE XV - TERMINATION OF EMPLOYMENT OR RESIGNATIONS

An Employee who has resigned or whose employment is terminated for any reason, forfeits all accrued rights and privileges, including sick leave, personal leave, Worker's Compensation within the Michigan State Law, and any other rights and privileges which may have been granted by the Novi Board of Education to its Employees.

ARTICLE XVI - JURY DUTY

Any Employee called for jury duty or served with a subpoena to appear in court shall be compensated for the difference between his/her daily pay and the pay received for the performance of such obligation. Such days shall not be deducted from Employee's leave bank.

ARTICLE XVII - AGENCY SHOP

- A. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association, or pay a fee as herein established.
- B. The authorized deduction of dues, or fees, shall be made from a regular paycheck each month, for ten (10) months, beginning in September and ending in June of each year. With respect to all sums deducted by the Board pursuant to the authorization of the Employee, for membership dues, the Board agrees promptly to remit to the Association that portion allocated to the Association 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 Association agrees to promptly advise the Board of all members of the Association 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 other wise available to the Board.
- C. 1. Employees shall, on or before the sixtieth (60th) day following: the beginning of the school year, 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:

- a. Become members of the Association, or
 - b. Pay to the Association an amount of money equal to the dues of the Association, including the local, state, and national dues.
2. Employees hired during the school year shall be required, as a condition of employment, to tender, through direct payment or deduction authorization, only a pro-rata amount of fees. Such pro raturum shall be based on a maximum of ten (10) months, school year, and/or the number of months remaining in the school year. Within a month, it is the majority of days left that shall govern.
 3. In the event that an Employee shall not pay such fees or dues to the Association or authorize payment through payroll deductions, the Board shall cause the termination of the employment of such Employee
- D. In the event an Employee shall not pay the required amount as scheduled:
1. The Association shall notify the Employee of the non-compliance therewith by certified mail, return receipt requested. 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 Association may file charges, in writing, with the Board and may request the termination of the Employee's employment. A copy of the notice of the non-compliance and proof of service shall be attached to said charges.
 3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing thereon. In the event of compliance at any time prior to discharge, the charges will be withdrawn. The Association in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
 4. Any Employee whose employment will be terminated because of his/her non-conformity to this Article shall be continued in normal function until the end of the school year. In case of an appeal by such Employee, termination shall not occur until such appeal has resulted in a final decision by an agency or court of competent jurisdiction.
- E. If any court of competent jurisdiction or administrative agency holds that this "Association Security" clause is invalid, illegal or unconstitutional, or that it violates any Federal or State law, or that it is in conflict with any Federal or State law and/or regulations, or if the Legislature enacts a law forbidding the "agency shop" clause, or any part thereof, which this Article does not conform to or with, this Article shall be null and void.

- F. 1. 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 Association agrees to and shall defend such claim or action, at its own expense and through its own legal counsel; provided that the Board shall:
- a. Give timely notice to the Association of such claim or action; and
 - b. Give full and complete cooperation to the Association 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.
2. The Association 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 Board, including each individual member of the Board of Education, 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.

ARTICLE XVIII - INSURANCE

- A. 1. Pursuant to the authority set forth in Section 617 of the School Code of 1955, as amended, the Board agrees to contribute for each Employee who applies, the payment of premiums in the manner hereinafter provided. Such protection shall be available under the following categories:
- a. Single
 - b. Self and Spouse.
 - c. Full Family, or
 - d. Self and Children
2. Employees, who were employed by the Board prior to July 1, 1993, may select one (1) of the following two (2) plans:

PLAN 1: The Board shall select the insurance carrier and shall make available, full hospitalization and major medical protection, to eligible Employees, requesting the protection, a comparable plan to Blue Cross-Blue Shield Health Care MVF-2, MM4, PDP, FAE, VST.

PLAN 2: Based on the number of bargaining unit members selecting Plan 2, the following monthly sum will be applied to any tax sheltered annuity plan:

1 - 5 Employees	\$65.00 each, per month
6 - 10 Employees	\$75.00 each, per month
11, and above, Employees	\$85.00 each, per month

3. Employees, who were employed by the Board on or after July 1, 1993, may select one (1) of the following two (2) Plans:

PLAN 1: The Board shall select the insurance carrier and shall make available, full hospitalization and major-medical protection, to eligible Employees, requesting the protection, a comparable Plan to the Blue Cross-Blue Shield preferred provider organization (PPO) Plan made available to other Employees in the District (i.e., custodial/maintenance/transportation Employees).

PLAN 2: Based on the number of Bargaining Unit members selecting Plan 2, the following monthly sum will be applied to any tax sheltered annuity plan:

1 - 5 Employees	\$65.00 each, per month
6 - 10 Employees	\$75.00 each, per month
11, and above, Employees	\$85.00 each, per month

- c. The Employee and the Board will share the cost of Section 2, a or b, above, according to the percentages listed below:

6 - 8 hour Employees: Provided without cost to the Employee;

4 - 5 hour Employees: The Board will contribute sixty percent (60%); the Employee will contribute forty percent (40%);

2 - 3 hour Employees: The Board will contribute thirty percent (30%); the Employee will contribute seventy percent (70%).

The Employee's contribution shall be through payroll deduction. If an Employee's work schedule places him/her between the above categories and the Employee's schedule is one-half (1/2) hour or more, he/she will fall into the next higher category.

- B. Commencement and duration of the benefits and the amount and nature of the benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. All Employees desiring the above outlined medical coverage, shall be responsible for applying for same and for completing the necessary forms. The Board's only responsibility shall be for the payment of premiums as set forth above:

- C. 1. 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 the following defined benefits and requirements:

- a. A benefit level of fifty percent (50%) Basic Dentistry; ten percent (10%) incentive each subsequent five (5) years, no deductible;

- b. A benefit level of fifty percent (50%) Major Dentistry, no deductible.
- c. The requirements of the incentive plan shall be as determined by the carrier.

All employees desiring the above outlined insurance coverage, shall be responsible for applying for same and for completing the necessary forms.

The Board shall be responsible, as set forth below, for the payment of premiums for Employees in the following categories:

- A. Single,
- B. Self and Spouse,
- C. Full Family, or
- D. Self and Children.

The Employee and the District will share the cost of Section a or b, above, according to the percentages below:

3.5 - 8.0 hour Employees: Provided without cost to the Employee.

0.0 - 3.49 hour Employees: The Board shall contribute fifty percent (50%); the Employee will contribute fifty percent (50%).

The Employee's contributions shall be through payroll deductions.

- D. The board shall provide at no cost to the Employee, Group Term Life Insurance protection in the amount of \$30,000., A.D. and D. for all Employee's of the bargaining unit.
- E. The Board, and where applicable, the Employee, shall pay such monthly premiums to provide coverage for the full 12 month period commencing September 1 or October 1 for new enrollees and ending August 31. Upon termination of employment during the school year, the Board shall not provide insurance protection past the termination date.
- F.
 - 1. The Board shall provide for all Employees of the bargaining unit and those eligible dependents, a vision plan comparable to those benefits provided by the Board during the 1983-84 school year (SEE APPENDIX B - VISION PROGRAM.)
 - 2. 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 and end June 30.
- G. The parties agree that dual coverage of hospital/medical insurance is prohibited. Employees who are covered by another employer's (i.e., spouse's employer) hospital/medical plan which is at least comparable to that provided by the Board (Blue Cross-Blue Shield) shall not be eligible for the Board provided hospital/medical coverage.

Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provisions for the remainder of the fiscal year.

- H. The Board, by payment of the premium amounts required to provide the coverage set forth, shall be relieved from all liability with respect to the benefits provided by the insurance coverages as described. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the Board or the Association nor shall such failure be considered a breach by either of them of any obligation.
- I. Differences between an Employee, or the beneficiaries of an Employee, and any insurance company shall not be subject to the grievance procedure established under Article XI of this Agreement. Nor shall the Board or the Association be held liable for any loss suffered due to failure of an Employee to provide all required information and notification.

ARTICLE XIX - SUMMER FOOD SERVICES

Since food service Employees do not ordinarily work during the summer months, it is expressly understood that summer food services are excluded from this Agreement and its provisions do not cover temporary summer employees. However, whenever summer food services are available, qualified cafeteria Employees, who indicate their availability, will be used. Assignment will be on the basis of ability, past performance and seniority. All else being equal, assignment will be on the basis of seniority. Summer Employees shall be paid at the rate provided for in this Agreement. Only disputes over the rate of pay being paid an Employee shall be subject to the grievance procedure.

ARTICLE XX - PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and presented to all present and future Employees. An additional twenty-five (25) copies shall be made available, at no cost, to the Association.

ARTICLE XXI - 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 Association 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 XXII - WORKER'S COMPENSATION

An Employee sustaining injury or occupational disease arising out of and in the course of employment by the Board, shall be continued on the payroll to the extent of his/her sick leave reserve; provided that where he/she receives income under the Michigan Worker's Compensation Act, such income shall be supplemented by the Board with an amount sufficient to maintain his/her regular salary for a period not to exceed his/he sick leave reserve, and such reserve shall be charged only for that portion in excess of the compensation payment.

ARTICLE XXIII - NO STRIKE

The Association 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 Association 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 XXIV - SPECIAL COMMITTEE

The Assistant Superintendent and the Director of Food Services shall meet with the total Food Service Employees' Association or a committee designated by its President for the purpose of discussing mutual problems three (3) times per year. The President of the Association shall be responsible for the arrangements of said meetings.

ARTICLE XXV - LONGEVITY

The hourly rate of all employees shall be increased as follows: an additional 3% of the Employee's base salary beginning the tenth (10th) through the fourteenth (14th) year, an additional 6% of the Employee's base salary beginning the fifteenth (15th) through the nineteenth (19) year, nine (9%) of the Employee's base salary beginning the twentieth (20th) year.

Longevity shall begin, as stated above, on the Employee's anniversary date of employment in the bargaining unit.

ARTICLE XXVI - JOB DESCRIPTION

Each new Employee will be notified of his/her classification and given a job description thereof. Each currently employed worker will be given a job description for his/her classification. A complete set of job descriptions will be provided each Food Service Manager.

ARTICLE XXVII - DURATION

- A. This Agreement shall become effective July 1, 1993, and shall continue in full force and effect until midnight June 30, 1996, and from year to year thereafter, unless, not less than ninety (90) days, but not more than one hundred twenty (120) days, before any June 30, either party shall notify the other in writing of its desire to terminate the Agreement, in which event, the Agreement shall terminate upon the expiration date of the year in which the notice is given.
- B. It is further agreed that, following receipt of notice of the desire to terminate, as provided in Section A, above, the parties hereto shall, on written request, meet for the purpose of discussing this Agreement with respect to its renewal, modification and/or change, upon termination.
- C. The Board or the Association shall have the right to reopen this Agreement for the purpose of negotiations on or before April, 1993, upon written notice served by either party on the other party.

In witness whereof, the parties have executed this Agreement, by their duly authorized representatives, on this twenty-fifth day of February, 1993.

**Board of Education of the
Novi Community School District**

**Novi Food Service Employees'
Association, MESPA**

By: _____
Raymond Byers, President

By: _____
Linda Gromacki, President

By: _____
John Streit, Secretary

By: _____
**M. Jean Rose,
Chief Spokesperson**

Dated this _____, 1993.

LETTER OF AGREEMENT

As the result of negotiations concerning the issue of smoking in District facilities, the parties have agreed that the Board may, at its discretion, institute a no smoking ban in all of its facilities to which members of the Bargaining Unit are assigned.

APPENDIX A-1

1993-94 WAGE SCALE AND CLASSIFICATION LISTING

The following wage scale and classification listing shall be in effect for all food service Employees:

	1	2	3	4
Manager (Central Kitchens)	\$10.38	\$11.11	\$11.51	\$11.84
Head Cook	\$ 9.50	\$10.07	\$10.36	\$10.67
Cook	\$ 8.94	\$ 9.55	\$ 9.83	\$10.07
Helper/Serving Assistant	\$ 8.35	\$ 8.87	\$ 9.09	\$ 9.37

APPENDIX A-2

1994-95 WAGE SCALE AND CLASSIFICATION LISTING

The following wage scale and classification listing shall be in effect for all food service Employees:

	1	2	3	4
Manager (Central Kitchens)	\$10.38	\$11.55	\$11.96	\$12.31
Head Cook	\$ 9.50	\$10.47	\$10.77	\$11.09
Cook	\$ 8.94	\$ 9.93	\$10.22	\$10.47
Helper/Serving Assistant	\$ 8.35	\$ 9.22	\$ 9.45	\$ 9.74

APPENDIX A-3

1995-96 WAGE SCALE AND CLASSIFICATION LISTING

The following wage scale and classification listing shall be in effect for all food service Employees:

	1	2	3	4
Manager (Central Kitchens)	\$10.38	\$12.01	\$12.43	\$12.80
Head Cook	\$ 9.50	\$10.88	\$11.20	\$11.53
Cook	\$ 8.94	\$10.32	\$10.62	\$10.88
Helper/Serving Assistant	\$ 8.35	\$ 9.58	\$ 9.82	\$ 10.12

APPENDIX B

VISION PROGRAM

BENEFITS

- I. Examinations: 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:
 - a. following cataract surgery;
 - b. when visual acuity cannot be corrected to 20/70 in the better eye except by their use.
 - c. If contact lenses are chosen in lieu of the glasses available under this program, an allowance of \$64.00 will be made toward their cost.

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

LETTERS OF UNDERSTANDING

Once the proposed extension has been ratified, representatives of the Association and the Board will meet to develop "formal" language on Letters of Understanding regarding:

- The timely transmittal of TSA funds to the TSA companies
- A retirement incentive plan
- Implementation of new and/or significantly changed food service related programs in the District.
- "Site-Based Decision Making"
- Study of standardization of uniforms and purchase of same

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