

MASTER AGREEMENT

between

THE NORTHVILLE PUBLIC SCHOOLS

and

**THE INTERNATIONAL UNION
OF OPERATING ENGINEERS**

LOCAL NO. 547

July 1, 1995 - June 30, 1998

Northville Public Schools

81

W. H. Miller

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AGREEMENT

PREAMBLE

This Agreement is entered into by and between the NORTHVILLE PUBLIC SCHOOLS, county of Wayne, Oakland and Washtenaw, State of Michigan, hereinafter referred to as the "District", and the INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL NO. 547, hereinafter referred to as the "Union."

WHEREAS, The Board of Education, the Superintendent, and the Administrative Staff, and the Union can best attain their common objectives and discharge their common responsibilities when it is clearly understood that the Board is required to bargain only with reference to "wages, hours, and other terms and conditions of employment", and

WHEREAS, the parties hereto recognize that they have a common responsibility beyond their collective bargaining relationship and that the Board of Education has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically, and prudently, and to maintain adequate and uninterrupted service to the public and children therein.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION & UNION SECURITY

SECTION A The District hereby recognizes the Union as the exclusive bargaining representative, as defined in Section XI of Article 336, Public Acts of 1947, as amended, for all custodial-maintenance employees, cafeteria employees, bus employees and mechanics, hall monitors, parking lot attendants, custodian leaders, maintenance foreman, cafeteria coordinators; excluding custodial-maintenance-supervisors, office-clerical employees, supervising engineer, supervisor of buildings and grounds and assistants, teachers, teacher assistants, and all other supervisors as defined by the Act.

SECTION B For the purpose of this Agreement, the term "employee" shall mean, all custodial-maintenance employees, cafeteria employees, bus employees and mechanics as set forth in Appendix A and in Section A of this Article.

SECTION C It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law. All present employees covered by this Agreement who, on the effective date thereof, were

not members of the Union shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of this Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law. All new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law.

SECTION D The representation fee referred to in Section C shall not exceed the regular monthly dues of the Union, nor shall it include any assessments and initiation fees. In the event any employee shall fail to either join the Union, or pay a lawful representation fee as provided above, and in the event regular monthly Union dues or lawful representation fees remain unpaid for a period of sixty (60) days following the date the same is due, the Union shall notify the District and the employee in writing of said delinquency; and unless the amount is paid within fourteen (14) days from the date of receipt of notification, the District shall terminate said employee. Employees who so fail to comply with the conditions of this section shall be discharged by the Employer within thirty (30) calendar days after written notice of such default is delivered to the Employer and the employee by the Union.

SECTION E Dues Check-Off

1. For convenience of the Union and its members, the District shall deduct the regular monthly dues and initiation fees of the Union from the pay of those employees covered by this Agreement who elect to join the Union and authorize such deduction in writing. The District shall deduct the representation fee referred to in Sections C and D from the pay of those employees covered by this Agreement who elect not to join the Union and authorize such deduction in writing. The Dues Check Off forms of making written authorization for the deduction of monthly Union dues, or representation fees, shall be provided by the Union. The written authorization shall remain in full force and effect during the period of this Agreement unless revoked by written notice given to both the Union and the District.
2. The Union shall notify the District, in writing, of any changes in monthly Union dues and representation fees, certified by the Union as the uniform monthly dues required of the Union members or, in the case of representation fees, a legally-permitted fee. The District will act in accordance with such written certification.
3. Deductions shall be made only in accordance with the provisions of said

Authorization for Dues Check-Off together with the provisions of this Agreement. The District shall have no responsibility for the collection of membership dues, special assessments, or any other deductions not in accordance with this provision.

4. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the District by the Union before any payroll deductions are made. Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the local Union.
5. Service fees or membership dues under all properly executed authorization forms shall become effective at the time the application is tendered and the amount shall be deducted in equal amounts from each pay during the terms of this Agreement until revoked by the employee in writing.
6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.
7. The Union is responsible for determining that the dues or service fee Check-Off authorization form presently on file in the Board Office, or hereinafter tendered to the District by employees, hired after the effective date of this Agreement, authorizes a deduction in the proper dollar amount in accordance with Section C. Once the District makes a deduction in accordance with the authorization form on file, said amount may not be changed more than twice in any fiscal year during the term of this Agreement, or without the written consent of the District the Union, and the employee or employees involved.

SECTION F

The Union shall indemnify, defend and save the District and the Board of Education harmless against any and all claims, demands, suits, or other forms of liability, including court and administrative hearing costs, court reporter and transcript fees, and unemployment compensation costs, if any, that may arise out of or by reason of action taken or not taken by the Employer under this Article. The District will make every effort to promptly notify the Union of any claims related to this Article.

NON-DISCRIMINATION

The Union and the Board reaffirm by this Agreement their commitment not to discriminate against any person or persons because of sex, age, race, creed, color, religion, national origin, or handicap; provided, however, a grievance arising under this Section may be processed through steps of the grievance procedure, but is not subject to arbitration.

ARTICLE II - DISTRICT RIGHTS

SECTION A The management of the District and the direction of the working forces, including but not limited to the establishment and enforcement of District rules, the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established or continued and the number of employees in such classifications as per this Agreement, and all other management rights are solely and exclusively the function of the District, except as otherwise herein specifically limited or modified.

SECTION B Persons not covered by the terms of this Agreement may perform bargaining unit work only for the purposes of experimentation, training of bargaining unit personnel, emergency, substitution or temporary summer help, in accordance with past practices.

SECTION C The right of contracting or sub-contracting is vested exclusively in the Board. However, it is understood by the parties that this right shall not be used for the purpose of undermining the Union.

SECTION D The listing of specific management rights in this Agreement is not intended to be, nor shall be, restrictive of or a waiver of the rights of the District not listed and specifically surrendered herein whether or not such rights have been exercised in the past.

ARTICLE III - REPRESENTATION

SECTION A The Union may elect two (2) regular employees of the District as its Chief Stewards who shall be seniority employees of the District. The Union shall have the right to have two alternate representatives to serve in the place of the Chief Stewards when the Chief Stewards are absent. The Union shall notify the District in writing of the names of such persons.

ARTICLE IV - GRIEVANCE PROCEDURE

SECTION A A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or

suspensions of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.

An individual employee shall have the right at any time to present his/her own personal grievance to the District and to have the grievance fully adjusted without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement.

SECTION B Steps of Grievance Procedure: It is important that grievances be processed as rapidly as possible. The number of days indicated at each step should be considered as maximum. However, when mutually agreed upon in writing, the time limits as set forth in the following steps may be extended:

- Step 1 - Within five (5) working days of the time of the grievance, the employee shall discuss the grievance with his/her supervisor. Within five (5) working days, the Supervisor shall give his/her answer orally to the employee.

- Step 2 - If the grievance is not resolved in Step 1, the employee or Union may, within five (5) working days after the Supervisor's oral decision, submit to the Supervisor a signed written "Statement of Grievance" (Appendix C). Said statement shall name the employee(s) involved, the facts giving rise to the grievance, and shall identify all provisions of this Agreement alleged to be violated by appropriate reference. Further, the "Statement of Grievance" shall state the contention of the employee or the Union with respect to these provisions, and indicate the relief requested, said statement must be signed by the employee(s) involved, the Chief Union Steward or his/her alternate. The Supervisor shall advise the Director of Personnel or his designee, in writing, of his disposition of the "Statement of Grievance" within five (5) working days after receipt of said statement with copies for the employee and Union Steward.

- Step 3 - Within five (5) working days after receiving the written decision of the Supervisor the Union Representative or Chief Steward may appeal to the Director of Personnel or his designee. The appeal shall be in writing and shall state the reason for disagreeing with the answer of the Supervisor and shall be signed by the Union Representative or Chief Steward.

The Director of Personnel, or his designee, shall arrange a meeting between the employee, the Union Representative, the Chief Steward, and other representatives of the District he may select, at a mutually agreeable time and place, but no later than five (5) working days from the receipt of the appeal for the purpose of discussing said grievance.

The Director of Personnel or his designee shall give the Union Representative involved an answer, in writing, no later than five (5) working days after the meeting. If further investigation is needed, additional time may be allowed by mutual agreement between the District and the Union.

- Step 4 - If the grievance is not resolved in Step 3, the employee and the Union, within five (5) working days after receipt of the answer in Step 3, may appeal to the Superintendent. The appeal shall be in writing and shall state the reason for disagreeing with the answer of the Director of Personnel or his designee and shall be signed by the Union Representative.

The Superintendent or his designee shall arrange a meeting between the employee, the Union Representative, himself and other representatives of the District he may select at a mutually agreeable time and place, but no later than ten (10) working days from the receipt of the appeal for the purpose of discussing said grievance.

The Superintendent shall give the Union Representative involved an answer, in writing, no later than ten (10) working days after the meeting. If further investigation is needed, additional time may be allowed by mutual agreement between the District and the Union.

- Step 5 If the grievance is not satisfactorily resolved at Step 4, the Union or the Board may submit the grievance to arbitration by filing a Demand for Arbitration in the Detroit offices of the American Arbitration Association within five (5) days after the decision in Step 4 is received by the Union's home office (presently Detroit). The Demand for Arbitration, the selection of an Arbitrator, and all arbitration proceedings shall be in accordance with the rules of the American Arbitration Association governing labor arbitration.

- a. The Arbitrator, the Union or the District may call any employee as a witness in any arbitration hearing.
- b. Each party shall be responsible for the expenses of the witness that they may call.
- c. The cost for the services of the Arbitrator, including per diem expenses, shall be borne by the non-prevailing party.
- d. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his discretion for that of any of the parties hereto.

- e. The decision of the arbitrator shall be final and conclusive and binding upon all employees, the employer and the Union.

SECTION C In the event a grievance affects a group of employees in the bargaining unit, the Union may submit to the Director of Personnel or his designee at Step 3 of the grievance procedure, within five (5) working days of the time the grievance arises, a written "Statement of Grievance" signed by the Union Steward or Union Representative. Said statement shall identify all provisions of this Agreement alleged to be violated by appropriate reference and shall state the contention of the Union with respect to their provisions and indicate the relief requested.

After filing at Step 3, the remaining steps in the grievance procedure shall apply.

SECTION D Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

SECTION E Working days for purposes of this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday excluding observed holidays.

SECTION F The Board shall not be required to pay back pay for any period prior to three (3) days before the filing of a grievance, except for payroll error. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from his/her employment with the District, less any wages earned during the time he/she is off work as replacement for his/her lost work. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.

SECTION G Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

ARTICLE V - DISCIPLINE AND DISCHARGE

SECTION A The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all employees for stated and just cause. After twenty-four (24) months, letters of reprimand will be placed in a sealed envelope in the employee's personnel file. These letters will not be used by the district

unless there is a similar grievance, legal proceeding or reoccurrence of the same or a related disciplinary situation.

After forty-eight (48) months, letters of discipline will be removed from the employee's personnel file provided that no similar grievance, legal proceeding or reoccurrence of the same or a related discipline situation has occurred. Further, all progressive discipline steps related to the letter of discipline have been resolved.

SECTION B In the event an employee is suspended or discharged, the District shall promptly notify the Chief Steward in writing of the action. If the employee or the Union feels the suspension or discharge is improper, a grievance shall be filed in writing within five (5) working days of the receipt of the notice of suspension or discharge at Step 3 of the grievance procedure.

ARTICLE VI - SENIORITY

SECTION A An employee shall be subject to a probationary period of one hundred twenty (120) consecutive calendar days during which the employee has accumulated eighty (80) actual days of work. In the period of probation, the Board shall have the right to discharge, demote or layoff employees without regard to the provisions of this Agreement. At the end of the probationary period, employees shall be placed on the seniority list as of their date of hire. In the event that two or more employees have the same seniority date, Social Security numbers will be used to determine seniority standing, with the highest number (last four digits) being most senior.

SECTION B Employees shall be laid off or recalled according to their seniority in classification.

SECTION C Employees promoted to supervisory positions outside the bargaining unit shall be promoted with a ninety (90) working day probationary period. During the probationary period, the District may, at its discretion, or upon request of the employee, return the employee to his/her former position and seniority within the bargaining unit. After the ninety (90) working day probationary period the employee's accumulated seniority acquired in the bargaining unit shall be frozen as of the date of promotion. In the event he/she returns to the bargaining unit after the expiration of the probationary period, he/she may exercise his/her accumulated frozen seniority to bump the least senior employee in the classification held by the employee prior to his/her promotion. In the event his/her seniority date does not entitle him/her to that position the provisions of Article VII, Section B will be implemented.

SECTION D An employee's employment shall be terminated and his/her seniority shall cease upon:

1. Voluntary quit.
2. Discharge.

3. Unexcused absence from work without notifying the District and without having a reasonable and valid cause for such absence.
4. Failure to return to work upon recall within three (3) working days after having been notified to report to work unless the employee gives a reason satisfactory to the District. Such notification shall be by telegram or registered mail, addressed to such employee at his/her last address as filed with the District with a copy to the Union. It shall be the responsibility of each employee to have his correct address on file with the District.
5. Being gainfully employed while on leave of absence, unless the leave of absence is granted for this purpose.
6. Possession of firearm or other weapon while on duty.
7. Possession or use of illegal drugs or alcohol and the unlawful use of legal drugs while on duty or on the property of the Northville Public Schools.

SECTION E Any employee being selected to a permanent Union office shall be granted such leave of absence upon proper request from the Union and shall, at the end of the term, be given re-employment with seniority accumulative during such leave of absence, if there is sufficient work for which he/she is in line at the then current rate of pay and provided he/she is fully qualified to do such work. In no event shall such leave exceed the employee's length of seniority at the time the leave is granted.

SECTION F The District shall Provide the Union with an up-to-date seniority list semiannually and shall notify the Union of new hires within 30 days of hire.

SECTION G A laid off employee shall retain recall rights for the length of their employment with the Northville Public Schools or one (1) year whichever is greater.

The employee on layoff, when mailed a notice of recall by certified mail, return receipt requested, to his/her last known address on file in the District Personnel Office notifying them of recall will notify the Board in writing, by certified mail, return receipt requested, within ten (10) days of their acceptance, then the employee shall have no further rights of reinstatement.

It is further agreed and understood that it is the employee's responsibility to keep the District informed in writing of their current address. Failure to do so constitutes a waiver of his/her reinstatement rights.

ARTICLE VII - FILLING VACANCIES

SECTION A When a new job is created or a vacancy occurs, the Chief Union Steward will be notified by the District within five (5) working days and a notice of the job or vacancy will be posted for all employees to see. The position will remain posted for five (5) working days. The posting will set forth a description of the job, the qualifications required for the job, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such jobs during the five (5) working days in which the notice is posted. No bid made after the expiration of these five (5) working days will be considered in filling the job or vacancy. The position will be filled as soon as possible after the bidding period ends.

When a new job is created or vacancies occur, the Chief Steward will be notified by the District within five (5) working days and a notice of said job or vacancy posted on the employee's bulletin board for five (5) working days, which notice shall set forth a description of the job, the qualifications required for the job, the shift during which the work is to be performed and the rate of compensation. Employees may bid on such jobs during the five (5) working days during which the said notice is posted on the employee's bulletin board and no bid made after the expiration of these five (5) days will be considered in filling the job or vacancy. The position will be filled as soon as possible after the bidding period ends.

In addition, from June 1 to September 1 the procedure in this section will be modified to include the following:

1. Positions will be posted for five (5) working days.
2. Employees on vacation will be sent a copy of the posting at the last address on file with the District. It shall be the responsibility of each employee to have his/her correct address on file with the District.

Employees bidding for such job vacancy must have the qualifications required for that particular job. The employee awarded the position shall be allowed a reasonable length of time to demonstrate that he/she is capable of performing the work but not to exceed sixty (60) working days. Notification of filling such posted vacancies shall be sent to the Chief Steward for posting on the employee's bulletin board.

The Board shall strive to award the position to the most senior bidder who most fully meets the qualifications. The Board reserves the right to determine qualifications and in the event it awards the position to other than the senior bidding employee, it will so notify the senior bidding employee of the reason therefore. Arbitration of this procedure shall be under the rules and guidelines of the American Arbitration Association, but the arbitration shall be advisory in nature.

SECTION B In the event an employee is laid off from his/her own classification, he/she may exercise the seniority accumulated in the bargaining unit to take a job held by an employee with the least seniority (in the event there is more than one shift, the least senior in the same shift) in a lower classification within his/her group of employees (Cafeteria, Driver-Bus Assistant-Hall Monitor, Central Maintenance-HVAC-Custodian Leader-Custodian I, Mechanic) with the compensation schedule determining the classification ranking in accordance with the terms of Article VI, Section B, provided however, the District reserves the right to assign an employee, who would otherwise be laid off under this Section, to a position outside his/her classification and/or group of employees.

SECTION C In the event a position within the cafeteria department is eliminated that person may exercise his/her seniority in the following manner:

1. The employee must bump within a program group (SEP, K-12) a less senior employee within classification, if he/she is unable to bump within classification then he/she may exercise the seniority accumulated in the bargaining unit to take a job held by an employee of less seniority in a lower classification.
2. Once a cafeteria employee has exhausted all bumping rights within a program group, he/she may bump within the other program group a less senior employee within classification, if he/she is unable to bump within classification, then he/she may exercise the seniority accumulated in the bargaining unit to take a job held by an employee of less seniority in a lower classification.
3. The compensation schedule determines the classification ranking in accordance with the terms of Article VI, Section B provided, however, the District reserves the right to assign an employee, who would otherwise be laid off under this Section, to a position outside his/her classification and/or group of employees.

SECTION D When a new job is created, which cannot be properly placed in the existing classification and rate structure, or new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the management will, after written notice to the Chief Steward, with a copy to the Union Business Representative, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Chief Steward. During this period, the Union may request, in writing, that the Director of Personnel, or his designee, meet with the Union and negotiate the proposed rate of pay.

SECTION E Assignment of Regularly Scheduled Bus Runs

1. When bus runs are established by the School District, they shall be selected by the employees in line with classification seniority. The runs that the District

establishes shall be posted prior to the selection process. The posting shall include the route of the run and the approximate time of the run.

2. Once a driver has been assigned a run, it may not be changed by a driver request even though it may later be altered, changed, added to, or other runs become vacant.
3. If during the year a run is eliminated the driver shall be assigned a vacant run by the Administrative Assistant for Operations provided, however, if there are no vacant runs, the employee may exercise his/her seniority to bump the driver with the least seniority.
4. The right of selection and assignment of a bus run based upon seniority shall be subject to the following condition:
 - a. A driver may not select a run that travels in the area of the community in which driver lives or has relatives eligible to ride.
5. When a bus run becomes vacant during the school year, the run will be filled according to seniority as soon as is practical.

SECTION F Assignment to Bus Assistants of Regularly Scheduled SEP Bus Runs

1. When bus runs are established by the School District, they shall be selected by the employees in line with classification seniority. The runs that the District establishes shall be posted prior to the selection process. The posting shall include the route of the run and the approximate time of the run.
2. Once an assistant has been assigned a run, it may not be changed by an assistant request even though it may later be altered, changed, added to, or other runs become vacant.

SECTION G Assignment of SEP Hall Monitors

1. Once bus assistants have been assigned a run to a particular school building, hall monitors, if needed in that building as determined by the School District, shall be assigned to the bus assistant(s) with the highest seniority making the run to that building.
2. If all the bus assistants making the run to a particular school building refuse to act as hall monitors, the District may assign the lowest seniority bus assistant(s) as a hall monitor.

SECTION H

1. An employee may be temporarily transferred to another assignment for a period not to exceed thirty (30) working days and said transfer or assignment shall not be the basis of a grievance or subject to the grievance procedure.
2. An employee who is temporarily transferred from their own classification to another classification will receive their own rate of pay or the rate of pay of the classification into which they are transferred, whichever is higher.

ARTICLE VIII - UNION ACTIVITY

SECTION A After presentation of proper credentials, officers or accredited representatives of the Union shall, with the approval of the Administrative Assistant for Operations, have access to the premises for the purposes of handling Union business.

SECTION B With the prior approval of the Director of Personnel, up to eight (8) hours of duty time per year, in total, will be granted to the Union Stewards to conduct Union business.

ARTICLE IX - NO STRIKE CLAUSE

SECTION A The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow down, or work interference or curtailment of any kind for any reason. The Union agrees it will not cause or direct any member of the Union to take part in any picketing of any of the District's schools or buildings.

The Union further agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow downs, picketing, or work interference or curtailments of any kind by notifying the employees and the public that it disavows these acts.

The Union agrees that the District shall have the right to discipline (including discharge) any or all employees who violate this Article, and such action shall not be subject to the grievance procedure of this Agreement.

SECTION B The Board of Education, in the event of violation of this Article, shall have the right, in addition to the foregoing and any other remedies available at law, to obtain injunctive relief and damages for breach hereof against the Union and/or to cancel this Agreement by serving upon the Union a written notice of cancellation effective forty-eight (48) hours thereafter, provided, however, that if the Union promptly disclaims, in writing, to the Board and publicly, responsibility for any activity prohibited thereby, it will not be liable in any way therefor. Such notice shall be deemed to be given when delivered to the home office of the Union (presently Detroit).

ARTICLE X - LEAVES OF ABSENCE

SECTION A

1. All regular, seniority employees shall be entitled to sick leave accumulated at the rate of one (1) day per month of work. Unused sick leave may accumulate from year to year, up to a total of one hundred eighty(180) days. Probationary employees shall accumulate sick leave at the rate of one (1) day per month of work; however, it shall not be considered earned and credited to the probationary employee's sick bank until the probationary employee obtains seniority status. All requests for such sick leave must be submitted to and approved by the Director of Personnel or his designee; proof of illness or disability may be required at any time.
2. Not more than three (3) sick leave days per year may be used to care for an ill member of the immediate family when such care is necessary, provided that appropriate verification and information is given on a "Family Illness" form provided by the District. Immediate family for the purpose of "family illness" is defined as children, spouse, parents, grandparent or grandchildren. During the year an employee may incur extenuating circumstances which require additional family illness days. The employee may request up to two (2) additional days for the purpose of family illness. This request must be in writing to the Director of Personnel. Written proof of illness may be required from an attending physician. Approval or denial shall be at the sole discretion of the District.
3. Full time employees will be entitled to two (2) business days per year to attend to business transactions which cannot be scheduled during non-working hours, provided that twenty four hour notification is given which states the nature of the business. Business days will not be granted before or after a holiday or vacation. Business days not used during a given year will be accrued in the employees sick leave bank at the end of the year. During the course of a year, extenuating circumstances may require an additional business day. An additional day may be granted by the Director of Personnel. The employee shall submit the request in writing and set forth the reason(s) for the request. The granting or denial of an additional day shall be at the sole discretion of the District. If an additional day(s) is(are) granted, it shall be deducted from the employee's accumulated sick days.
4. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Personnel Office of this fact, and shall provide the Personnel Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the

absence. In the case of disability due to pregnancy, it is expected that an employee will comply with this section at least six (6) months before the expected date of birth.

5. In all cases where the employee has been absent for more than fifteen (15) working days, the employee shall provide the Personnel Office, before returning to work, a physician's statement certifying that the employee has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
6. In order to protect the children of the District, upon the recommendation of the Director of Personnel, the Superintendent may, at the District's expense, have an employee take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.
7. The Director of Personnel, or his designee, may, at any time, require an employee, at the District's expense, to be examined by a District appointed physician to determine if the employee is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee shall sign such documents and medical release forms which are necessary in order for the District's physician or Personnel Office to secure from the employee's physician copies of all his/her pertinent medical records.
8. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid an employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
9. The decision of the District appointed physician under this Article is binding except that if an employee is not satisfied with the decision of the District appointed physician, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

The District shall provide a list of three (3) appropriate specialists. The employee shall consult any one of those designated at his/her own expense. The determination of the specialist shall be final and binding as to whether the employee is able or unable to work and shall not be subject to the grievance procedure of this Collective Bargaining Agreement.

If the employee fails to contact one of the specialists for purposes of examination within ten (10) working days after receipt of names of specialists from the District, the District appointed physician's decision shall be deemed to

have been sustained by the specialist. In such instance, the determination of the District appointed physician shall be final and binding as to whether the employee is able or unable to work and shall not be subject to the grievance procedure of this Collective Bargaining Agreement.

10. As used herein, the term physician shall refer to a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the employee was treated by a licensed physician or osteopath.

SECTION B When death occurs in a seniority employee's immediate family, i.e., father, mother, spouse, sister, brother, father-in-law, mother-in-law, or child upon written request to the Director of Personnel or his designee, the employee will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays and Sundays) immediately following the death, provided that they attend the funeral. If the funeral is two hundred (200) miles or more from the employee's home, the employee will be granted one (1) additional day. This additional day shall be deducted from the employee's sick bank. The employee shall submit written documentation of attendance if requested to do so by the District.

When death occurs to the following seniority employee's relatives, i.e., aunt, uncle, brother-in-law, sister-in-law, grandparent, niece or nephew, the employee will be excused for one day, the day of the funeral, provided he/she attends the funeral.

An employee excused from work under Section A and B above shall, after making written application, receive the amount of wages he/she would have normally earned by working during straight time hours on such scheduled days of work for which he/she is excused, exclusive of premium pay.

SECTION C A full time seniority employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, shall be given a leave of absence without pay or benefits for the duration of such disability; but not to exceed the length of his/her seniority or two (2) years, whichever is the least.

SECTION D Leaves of absence without pay or benefits shall be granted full time seniority employees for reasonable periods not to exceed one (1) year of time for physical or mental illness, prolonged serious illness in the immediate family which includes husband, wife, children or parents living in the same house, provided the employee properly notifies the Board of the necessity and provided further that he/she supplies the Board with a certificate as often as requested from the medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when requested by the Board. Upon submission to the District of appropriate physician's statement, the employee shall be entitled following recovery, to be assigned by the Director of Personnel, or his/her designee.

1. to a position within his/her classification if the medical leave is six months or

less for which the Director of Personnel, or his/her designee, determines he/she is qualified.

2. to a vacant position within his/her classification if the medical leave is more than six months for which the Director of Personnel, or his/her designee, determines he/she is qualified. If no vacancy exists for the employee returning from leave, the employee may bump the least senior employee in his/her classification on September 1 following the expiration of the granted leave of absence. In transportation, positions are considered vacant at the time of the annual selection of runs following the expiration of the granted leave of absence.

SECTION E Leaves of absence without pay or benefits shall be granted full time seniority employees for reasonable periods not to exceed one (1) year of time for training related to the employee's regular duties in an approved educational institution.

SECTION F The reinstatement rights of an employee who enters the military services of the United States by reason of an Act or Law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

SECTION G Personal leaves of absence may be granted, upon the discretionary approval of the Director of Personnel, or his designee, upon such terms and conditions as may be agreed upon by the Director of Personnel, or his designee, and the employee. Personal leaves of absence shall be without pay or fringe benefits. Personal leaves of absence exceeding ten (10) working days shall be without seniority accrual, beginning with the eleventh (11th) day.

Upon expiration of the granted leave, and timely and proper notice to the Director of Personnel, or his/her designee, the employee shall be entitled to,

1. a position within his/her classification for which the Director of Personnel, or his/her designee, determines he/she is qualified, if the leave is two months or less,
2. a vacant position within his/her classification for which the Director of Personnel, or his/her designee, determines he/she is qualified, if the leave exceeds two months. If no vacancy exists for the employee returning from leave, the employee may bump the least senior employee in his/her classification on September 1, following the expiration of the granted leave of absence. In transportation, positions are considered vacant at the time of the annual selection of runs following the expiration of the granted leave of absence.

SECTION H All requests for leaves of absence shall be in writing, stating the reason for request, giving the approximate length of leave requested, and a copy shall be sent to

the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

SECTION I When an employee is unable to be at work on a given day he/she shall contact the person designated by the District as the Substitute Caller for his/her classification as early as possible but no later than sixty (60) minutes prior to the employees starting time. In the event the employee knows that he/she will be unable to return to work the next day, he/she shall report this fact to his/her supervisor or a person designated by the supervisor before the end of the shift of his/her absence.

SECTION J Employees who have accrued a minimum of thirty (30) sick days in their sick leave bank shall be entitled to an incentive program recognizing good attendance. Such employee who uses not more than one (1) sick day per year shall receive an additional three (3) vacation days for the following year. An employee who uses not more than two (2) sick days per year shall receive an additional two (2) vacation days for the following year. An employee who use not more than four (4) sick days per year shall receive one (1) additional vacation day for the following year.

SECTION K Employees who have ten (10) or more years of active service with the District and suffer a serious injury or illness which results in their sick bank being drawn down below thirty (30) days, but not less than twenty (20) days, shall still be eligible for the incentive program recognizing good attendance.

For only those employees addressed in Section K, unpaid leave days shall be counted the same as sick days for purposes of figuring eligibility for the incentive program.

Written proof of the injury or illness shall be provided if requested by the District.

SECTION L Family and Medical Leave Act

The District shall grant, per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
- Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
 - A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- D. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District, at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

The District, at its sole option, may require the employee to use accrued paid vacation leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued vacation bank below a total of ten (10) days.

ARTICLE XI - HOURS OF WORK

SECTION A The District shall retain the right to schedule the hours of work of the employees according to the needs of the school system. In the event the Board finds it necessary to alter normal work hours of employees in any department(s), it will so notify the Chief Steward no less than two (2) weeks prior to such change except in the event of an emergency or school recess.

SECTION B The normal work week shall be Monday through Sunday and day as used herein shall be the twenty-four (24) hour period beginning at 12:01 A.M.

SECTION C All work authorized by the District and performed by employees in excess of forty (40) hours in any one (1) work week or eight (8) hours in any one (1) day will be paid at the rate of one and one-half ($1\frac{1}{2}x$) times their regular rate. Regular full time employees will be paid time and one half ($1\frac{1}{2}x$) for all hours worked on Saturday and double time ($2x$) for all hours worked on Sunday, provided that the Saturday or Sunday work is not a part of their regular 40 hour schedule and provided that no unpaid days were taken by the employee during that work week.

In the event that unpaid time is taken by the employee during the work week, he/she shall be paid at their regular hourly rate of pay for all hours worked on Saturday or Sunday. However, any hours worked on Saturday or Sunday will be charged against the employee for purposes of determining rotation in the scheduling of future overtime.

For purposes of this article, transportation employees whose regular work week is less than forty (40) hours shall be paid at the above stated overtime rates for Saturday and Sunday work. In the event that they have taken unpaid time during the work week, they shall be paid at their regular hourly rate of pay for all hours worked on Saturday or Sunday.

1. Extra runs will be equalized to the fullest extent possible among bus drivers. Regular employees who desire overtime work shall be given first opportunity to do so before substitute drivers.
2. Extra runs shall be set up on a point system. A point shall represent one dollar

(\$1.00) of payment made for such run or in the event an extra run is refused, and 24 hours notice of the run was given, the same point value would apply as would have been earned by that run. Assignment of these runs may be made to any driver whose total number of points fall within ten (10) points of the driver having the lowest total points. In the event five (5) drivers refuse to accept an extra run, the School District shall have the right to assign any one of the five (5) drivers and that driver must take the run. The official record of these points will be made available to all drivers (bulletin board). When two or more trips come up on the same day, the Administrative Assistant for Operations will assign the highest point trip to the lowest point driver if that driver is capable of doing the work.

3. Extra runs for bus assistants shall be assigned to one or more of the following groups of assistants: (a) that assistant(s) regularly assigned to the particular bus making the extra run; (b) that assistant(s) regularly working with the particular bus driver making the extra run; (c) that assistant(s) who regularly makes the daily run to the particular building in which the extra run will either depart or return.
4. Any employee called out to work outside his/her regularly scheduled working hours, and the run is cancelled, shall receive one (1) hours pay.
5. Bus drivers will be eligible for daytime field trips that interfere with a drivers normal driving assignment under the following conditions:
 - a. Daytime field trips are limited to two (2) trips per month per driver.
 - b. The trip does not put the driver into overtime (time to be paid at one and one half (1 1/2) times a driver's regular rate).
 - c. Provisions as to assignment as detailed under Article XI, Section C #1-4.
 - d. Provided a substitute driver can be provided for the regular run.
 - e. Provided the runs are updated.
6. An employee who reports to work late will be docked in five (5) minute intervals.

SECTION D Overtime shall be divided and rotated as equally as possible within each employee classification within a building. The allowance of an overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding of overtime payments.

SECTION E An employee, unless otherwise notified by the Board, who reports for work on his/her regularly assigned shift and is informed by the District that work is not available for such employee, shall receive two (2) hours pay, provided, however, that such employee shall be required to do any work assigned to him/her during said period. Notification by the Board not to work may be verbal. This provision shall not apply where the inability to supply work is due to labor disputes or other conditions beyond the control of the Board. Employees who are absent or unavailable at home so that proper notice cannot be given them, have as their own responsibility the checking of the necessity of reporting. Should they report for work, the Board shall not be obligated under this section.

SECTION F All other employees shall have a thirty (30) minute unpaid lunch period.

SECTION G The Board shall continue its policy of allowing a thirty (30) minute paid lunch period for those full time employees whose normal work assignment commences on or after 3:00 p.m.

SECTION H All full time employees shall be provided with a fifteen (15) minute rest period within the first four (4) hours of their shift and a fifteen (15) minute rest period within the last four (4) hours of their shift.

SECTION I If an employee is required to work when schools are closed due to severe weather conditions and cannot report to work due to the severe weather conditions, he/she may take a vacation day to be charged against his/her vacation bank. Employees who work a full eight (8) hours on such days shall earn one half (½) day compensation time off per occurrence, not to exceed a total of two (2) compensatory days off per year. Requests for the use of earned compensatory time must be submitted at least one (1) week before the requested time and are subject to the approval of the Administrative Assistant for Operations.

SECTION J The Board will not deduct a thirty (30) minute lunch period for any transportation employee on a field trip when the transportation employee is unable to leave the bus for lunch. Additionally, the Board will not deduct a thirty (30) minute lunch period for any custodial employee when the custodial employee is required to remain on call and in the building. If more than one custodial employee is assigned to the building, the thirty (30) minute lunch period will be staggered so that one employee remains in the building and on call. In this latter situation the thirty (30) minute lunch period will be unpaid.

SECTION K Should it be determined by the Supervisor of Food Services that cafeteria employees need to work on non-lunch days, then said employees will be given appropriate notice and obligated to work on these days.

ARTICLE XII - COMPENSATION

SECTION A Wages

For the 1995-98 school years, all bargaining unit employees shall receive wages as per attached Appendix A, which is made a part of this Agreement.

SECTION B Hospitalization Insurance

For the 1995-98 school years, the Board will provide the Rx Prescription Drug Program with a five dollar (\$5.00) co-pay.

Food Service employees who were employed effective July 1, 1995, will continue to pay the same contribution toward their insurance as they did prior to the newly negotiated contract. All new hires after July 1, 1995, will pay the contribution based upon their actual hours worked.

1. The District agrees to pay full coverage for all full time, seniority, employees, who are regularly scheduled to work five (5) days per week, forty (40) hours in a week, and their immediate families, under the Blue Cross-Blue Shield MVF (auto package) with Master Medical, Prescription-Drug Rider and First Aide Emergency Rider. Any claim settlement between the employee and the above carrier shall not be subject to the grievance procedure.
2. The District agrees to pay full coverage for all part time seniority employees, who are regularly scheduled to work four (4) or more hours a day, five (5) days per week, and who were employed on March 28, 1977, and their immediate families, under the Blue Cross-Blue Shield MVF II (auto package) with Master Medical, Prescription-Drug Rider and First Aide Emergency Rider. Any claim settlement between the employee and the above carrier shall not be subject to the grievance procedure.
3. The District agrees to pay a prorated portion of coverage for all part-time, seniority, employees, who are regularly scheduled to work (4) or more hours a day, five (5) days a week, but less than forty (40) hours per week, and who were employed after March 28, 1977 under the Blue Cross-Blue Shield MVF II (auto package) with Master Medical, Prescription-Drug Rider, and First Aide Emergency Rider. The employee must agree to pay the balance of the premium not paid by the District through payroll deduction. Any claim settlement between the employee and the above carrier shall not be subject to the grievance procedure.

The prorated portion of the premium paid by the District will be based on eight hour days, by the number of hours (rounded to the nearest quarter hour) regularly worked by the employee. The following serve as examples:

No. Hours Worked	4	4½	5	5½	6	6½	7	7½
Prorated Portion	50%	56%	63%	69%	75%	81%	88%	94%

After one year of employment, the District agrees to pay full coverage for all part time seniority employees who are regularly scheduled to work seven (7) or more hours a day, five (5) days per week.

SECTION C Dental Insurance

1. The District agrees to pay the premium to provide the following dental benefits to regular full time seniority employees who regularly work 35 or more hours per week:

CLASS I (Diagnostic Services, Preventive Services, Palliative Treatment)

CLASS II (Restorative Services, Endodontic Services, Periodontic Services, Oral Surgery, Repairs, Adjustments and Relining of Dentures and Bridges, Adjunctive General Services)

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy-five (75%) to full time, seniority, employees, who are regularly scheduled to work five (5) days per week, thirty five (35) hours in a week, and their eligible dependents after the employee has completed one (1) year of continuous employment in the School District. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September 1988 the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

2. The District agrees to pay a certain prorated portion of the above benefit coverage for all part-time, seniority, employees who are regularly scheduled to work four (4) or more hours a day, five (5) days a week, but less than thirty five (35) hours per week, and their eligible dependents after the employee has completed one year of continuous employment in the School District.

The prorated portion of the premium paid by the District will be based on eight-hour days, by the number of hours (rounded to the nearest quarter hour) regularly worked by the employee. The following serve as examples:

No. Hours Worked	4	4½	5	5½	6	6½
Prorated Portion	50%	56%	63%	69%	75%	81%

The employee must agree to pay the balance of the premium not paid by the District through payroll deduction.

3. The insurance carrier selected by the School District shall provide in the policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.
4. This provision shall be subject to the terms and conditions specified in the District's dental policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION D Employees scheduled to work less than four (4) hours per day may purchase health insurance and/or dental insurance through the District and the District's carrier totally at their own expense through payroll deduction, if permitted by the insurance carrier.

SECTION E Vision Care

1. The District will pay the full premium for all full time, seniority employees who are regularly scheduled to work five (5) days per week, forty (40) hours in a week, and their immediate families, under the District's Vision Care Program which provides approximately 80% of reasonable and customary costs.

This provision shall be subject to the terms and conditions specified in the District's vision care policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

2. The District will pay a prorated portion of the premium for all part time, seniority employees who are regularly scheduled to work four (4) or more hours per day, five (5) days a week, but less than forty (40) hours, and their eligible dependents, under the District's Vision Care Program which provides approximately 80% of reasonable and customary costs.

The prorated portion of the premium paid by the District will be based on eight hour days, by the number of hours (rounded to the nearest quarter hour) regularly worked by the employee. The following serve as examples:

No. Hours Worked	4	4½	5	5½	6	6½	7	7½
Prorated Portion	50%	56%	63%	69%	75%	81%	88%	94%

The employee must agree to pay the balance of the premium not paid by the District through payroll deduction.

After one year of employment, the District agrees to pay full coverage for all part time seniority employees who are regularly scheduled to work seven (7) or more hours a day, five (5) days per week.

3. This provision shall be subject to the terms and conditions specified in the District's vision care policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION F Life Insurance

The District agrees to continue to pay the premiums for term life insurance protection in the amount of \$25,000 for all regular, full time, seniority, employees. The Board shall select the carrier. This obligation is subject to the terms and conditions specified in the District's group insurance policy. Any claim settlement between the employee and the carrier shall not be subject to the grievance procedure.

SECTION G Retirement Pay

The District agrees to pay regular, full time employees with ten (10) or more years of active service, upon retirement from the School District, one-half of their regular daily rate for fifty percent (50%) of their unused sick leave. To be eligible for retirement benefits, an employee must notify the District ninety (90) days prior to his/her retirement date of his/her intention to retire. The employee must make application to the Michigan School Retirement Fund, and submit proof to the effect that he/she will actually receive retirement benefits for the period commencing on the first day of the month following the month of his/her termination.

SECTION H Long Term Disability

The District will pay the premium for all full time, seniority employees, who are regularly scheduled to work six (6) or more hours per day, five (5) days per week, to Washington National Insurance Company, being the premium on Policy Number 64984, to provide long term disability insurance, but the District shall have the right

to change the insurance carrier as long as the basic benefits and options set forth in Washington National Insurance Company's policy continue in effect in any new policy issued by the subsequent carrier.

This provision shall be subject to the terms and conditions specified in the District's Long Term Disability policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

SECTION I Health Maintenance Organization

In conformance with Public Law 93-222 as amended, the Board and the Union, agree to offer Health Maintenance Organization (HMO) coverage as a voluntary option for employees to the present health insurance plan offered by the District.

The District will contribute the monthly premium for employees electing the enrollment option, up to, but not to exceed the health insurance premium in force during the term of the contract.

Husbands and wives jointly employed by the District may elect to enroll in the HMO or the health insurance, but not both.

Employees electing the HMO option may withdraw from the plan and enroll in the health insurance plan only during the open enrollment period for the health insurance plan. Employees may only enroll in the HMO during established open enrollment periods.

SECTION J Longevity Pay

After the completion of five (5) years of total service to the Northville Public Schools:

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
1. The following will be paid each year until the completion of the tenth (10th) year	\$300	\$350	\$400
2. After the tenth (10th) year, the following will be paid each year until the completion of the fifteenth (15th) year:	\$600	\$650	\$700
3. After the fifteenth (15th) year, the following will be paid until severance from the system	\$800	\$850	\$900

Said sum will be paid with the first paycheck in December to persons who qualify for the longevity stipend by the thirty first of December.

SECTION K Tuition Reimbursement

Employees who have at least one year seniority shall be entitled to reimbursement to the extent of two hundred fifty (\$250) dollars per semester for a total of five hundred (\$500) dollars per year. Reimbursement shall be made only for actual tuition paid for courses taken that are directly related to the employees area of work. Prior approval of the Director of Personnel or his/her designee is required. The employee must earn a minimum of a "C" grade in order to be eligible for reimbursement. Additionally, entitlement to reimbursement will require that the employee has worked ninety-five (95%) percent of the scheduled and required number of work days in the same one (1) year period immediately preceding the corresponding reimbursement deadline. Scheduled work days shall include sick days, family illness days, business days and unpaid leave in calculating attendance for purposes of the article.

To qualify for tuition reimbursement the employee must:

1. Complete the course request form provided by the District.
2. Provide appropriate backup information, the nature of the course, the course content and the institution offering the course.
3. Receive the prior approval of the Superintendent or the Superintendent's designee to take the course (on the Course Request form).
4. Provide appropriate verification showing satisfactory completion of the course.
5. Provide a copy of an appropriate tuition receipt.

The dates for filing application for tuition reimbursement will be:

1. Courses which are concluded between May 1 and August 31: October 15 immediately following the academic term or semester.
2. Courses which are concluded between September 1 and December 31: February 15 immediately following the academic term or semester.
3. Courses which are concluded between January 1 and April 30: June 15 immediately following the academic term or semester.

Eligible tuition reimbursement for courses completed in accord with this Section shall be made to employees within thirty (30) days following the appropriate deadline (October 15, February 15 and June 15) for filing same.

If an employee does not make application within the specified deadline immediately following the completion of his/her course(s), he/she shall forfeit his/her right to tuition reimbursement for that course(s) only.

SECTION L The District will pay an additional stipend to Maintenance II personnel who have licensure deemed necessary and applicable by the District in a specific skilled trade that is directly related to their job assignment. Personnel who so qualify will be classified as Maintenance IIA personnel and paid the wage stipulated in Appendix A.

The determination of appropriate and applicable licensure, and the placement of a person to the Maintenance IIA classification will be at the sole discretion of the District and not subject to the grievance procedure.

SECTION M The District will appoint a custodian at each school who will assume the responsibilities of the building's Custodial Leader when the leader is absent. The substitute leader will be paid one-half (1/2) of the hourly leader pay differential on those days when he/she fills in for the leader for over four (4) hours. When the substitute Custodian Leader assumes the leader's responsibilities for more than five (5) consecutive days, they shall be paid the full hourly leader pay differential.

The substitute leader will only be appointed on those days when two (2) or more custodians are working. The District shall have the sole discretion of selecting the substitute leader.

SECTION N When used herein, the term "regular full time employee" shall be defined as any employee who regularly is scheduled to work four (4) or more hours a day, five (5) days a week.

ARTICLE XIII - VACATION

SECTION A Full time custodial-maintenance, mechanical, and foreman department employees who have completed at least one (1) year of service between the eligibility dates of July 1 - June 30 each year, but less than six (6) years of service, shall receive two (2) weeks vacation with pay. Said employees with at least six (6) years of service, but less than ten (10) years, shall receive three (3) weeks vacation with pay. Eligible employees with ten (10) or more years of service shall receive four (4) weeks of vacation with pay.

When an employee reaches their hiring anniversary date (after 6 and 10 years), they will be given a prorated portion of the additional five days of vacation for the balance of that fiscal year (to June 30th) with those days to be used by June 30th of said fiscal year.

To be eligible for a full vacation allowance, an employee must have worked eighty (80) percent of his/her regularly scheduled working hours, a lesser amount of work will be pro-rated.

An employee hired after July 1st, but prior to June 30th shall be entitled to a prorated portion of vacation days for the year. Said earned days may not be considered earned or usable prior to the first day of July following employment.

Thereafter, July 1st shall be observed as the employee anniversary date, except that to receive increased benefits, the employee must have completed the required full years of service on any given July 1st.

SECTION B The eligibility date for the vacation year shall begin on July 1st and end on June 30th of the next year. Vacation days earned during one year of school service (July 1 to June 30) are eligible for use after the 30th of June and the beginning of the subsequent year (July 1).

SECTION C Vacation Scheduling: Vacations will be granted at such times during the year as are suitable, considering the wishes of employees and the efficient operation of the District and shall be scheduled as follows:

The Board, each year on or before February 1st, will post the period or periods of the year that vacations will be scheduled and will designate how many employees in each classification in each building or assignment area shall be allowed off during said period or periods. Vacation requests shall be submitted during the last two (2) weeks of February. The annual granted vacation requests shall be posted prior to March 31.

Choice of vacation shall be honored on a basis of seniority within a classification in a building or assignment unless otherwise agreed to by the Union. Unposted vacation time may be taken provided the District approves and there is no conflict with previously granted vacation time. A granted vacation request of an employee temporarily transferred for purpose of relief shall be honored. The Board will make every effort to follow the above vacation procedure, but it reserves the right to assign all vacations, even though not in conformity with the above, and although said assignment shall be subject to the grievance procedure through Step 5, the decision of the Board shall be final.

SECTION D Regular employees working the 7 hour day 230 day Special Education schedule, after one year's employment with the District, shall be eligible for ten (10) paid vacation days to be taken after the last scheduled work day in August and before the first scheduled work day in September. After six years of service to The District, said employees shall be eligible for an additional five days vacation to be taken during the school year with the prior approval of the supervisor of Food Services and the Director of Personnel.

ARTICLE XIV - HOLIDAY PAY

SECTION A Regular, full-time, seniority employees shall receive their regular rate, exclusive of any premiums, for the following holidays, providing such holidays fall during the normal term of their employment:

New Year's Day, Memorial Day, July Independence Day, Labor Day, Thanksgiving and the day after, Christmas, Christmas Eve and Good Friday, also December 26, 28, and 29, in 1995; December 26 and 31, in 1996; and December 26 and 31 in 1997.

Regularly scheduled employees in the bargaining unit who work less than four (4) hours per day, five (5) days per week, shall receive their regular daily rate, exclusive of any premiums, for the holidays identified in Section A of Article XIV, providing that such holidays fall during the normal term of their annual employment.

Regular full time employees who work eight (8) hours per day, five (5) days per week, twelve (12) months a year shall receive, in addition to the above, Easter Monday as a paid Holiday.

SECTION B It is understood by the parties that the day after Thanksgiving and Good Friday as well as December 26, 28 and 29, 1995; December 26 and 31, 1996; and December 26 and 31, 1997, shall only become paid holidays in the event school is not in session on any of these days. In the event school is in session, said days shall not be considered as holidays for the purpose of computation of overtime or holiday premium pay. However, the District agrees to pay the employee for said holiday the normal pay in addition to his/her regular days pay for working on same.

SECTION C Employees required to work on any of the above named holidays shall receive time and one-half for hours worked on such holiday in addition to his/her holiday pay, subject to the exception noted above with respect to the day after Thanksgiving and Good Friday, December 26, 28, and 29, 1995; December 26 and 31, 1996; and December 26 and 31, 1997.

SECTION D When a holiday falls on Saturday or Sunday, the Board shall have the right to observe the holiday on the preceding Friday or the following Monday or pay the employee his/her normal holiday pay for same.

SECTION E In order to receive holiday pay, the employee must have worked the last scheduled work day prior to the holiday and the next scheduled work day after the holiday, except when the employee works on the holiday.

SECTION F An employee eligible under the above provisions shall receive his/her regular daily rate for such holiday.

ARTICLE XV- DRUG AND ALCOHOL TESTING

It is the policy of the Northville Public Schools to comply with the provisions of the **Omnibus Transportation Workers Testing Act of 1991** and the regulations promulgated under that Act.

Effective January 1, 1996, the District will implement pre-employment post accident, reasonable suspicion, random, return-to-duty and follow-up alcohol and controlled substance testing on those employees required to have a Commercial Drivers License (CDL). This includes all school bus drivers, full and part time, mechanics and other employees who operate vehicles large enough to be designated as "commercial vehicles".

All employees covered by the Omnibus Transportation Workers Testing Act of 1991 will be provided the requisite educational materials regarding the implementation and application of this policy. Additionally, all required training will be provided.

The terms and conditions as contained in the Northville Public Schools Procedures for Implementation of Omnibus Transportation Workers Testing Act of 1991 apply to all employees when they are working and/or on District premises. This includes, but is not limited to, all Northville Public School owned or controlled property, and convergence on any site where work is performed by employees on behalf of the District. Also included are any other locations or modes of transportation to and from those locations while in the course and scope of employment.

ARTICLE XVI GENERAL

SECTION A The District may, at its discretion, require that employees submit to physical and medical tests and examinations by a District appointed doctor when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee health and safety, student health and safety, etc., provided, however, that the District will pay the cost of such tests and examinations.

SECTION B The District shall strive to provide reasonably safe and sanitary working conditions for employees.

SECTION C The District shall pay for time spent at required driver training sessions.

SECTION D This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged District practices, between the District and its employees or the Union and constitutes the entire agreement between the parties. Any employee benefits not expressly provided for herein may be discontinued at any time at the sole discretion of the District. Any amendment or agreement supplemental herein shall not be

binding upon either party unless executed in writing by the parties hereto.

SECTION E If any article or section of this Agreement shall at any time be held to be contrary to law by a court or tribunal or competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect, and upon written request by either party, within ten (10) days of said action, the parties agree to confer in an attempt to reach a mutually satisfactory replacement, if necessary.

SECTION F The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that all such subjects have been discussed and negotiated upon, and the agreements contained in this contract were arrived at after the free exercise of such rights and opportunities. Therefore, the District and the Union, for the Life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SECTION G No grievance shall arise, nor shall the employee be entitled to return to the bargaining unit, if discharged for acts in connection with work performed for the District in a classification outside the scope of the bargaining unit.

SECTION H The employer shall provide uniforms to regular full time seniority employees required to wear a uniform. Replacement of uniforms due to normal wear and tear will be provided to employees on a regular basis. Food Service employees shall be reimbursed by the District for the purchase of uniforms provided that the uniforms are worn exclusively for work in the District. Full-Time Food Service employees shall be reimbursed for three (3) uniforms each year for a total not to exceed one hundred and twenty (\$120) dollars. Employees working less than full-time shall be reimbursed for two (2) uniforms not to exceed eighty (\$80) dollars total per year. In order to be eligible, the employee must submit appropriate receipts to the Supervisor of Food Service. Only standard white Food Service uniforms shall be approved for reimbursement.

SECTION I Employer practices will be applied uniformly among bargaining unit members.

SECTION J Use of Tobacco on District Property - Pursuant to Public Act 140 of 1993, the use of tobacco products in all school district buildings is prohibited. Additionally, the use of tobacco products shall be prohibited on all school district property except during weekends, on holidays and after 6:00 p.m. until 6:00 a.m. on school days.

SECTION K All seniority employees shall receive a written performance evaluation a minimum of every two (2) years.

ARTICLE XVII TERMINATION AND MODIFICATION

SECTION A This Agreement shall continue in full force and effect until June 30, 1998.

SECTION B If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party of ninety (90) days written notice prior to the current anniversary date of termination.

SECTION C If either party desires to modify or change this Agreement, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice. If notice of modification has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination. Any amendments that may be agreed upon shall become and be part of this Agreement.

SECTION D Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the International Union of Operating Engineers, Local 547, AFL-CIO, 24270 W. Seven Mile Road, Detroit, Michigan, 48219 and if to the Employer addressed to Northville Public Schools, 501 West Main Street, Northville, Michigan, 48167 or to any other such address the Union or the Employer may make available to each other.

SECTION E The effective date of this Agreement is June 26, 1995.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

President, Board of Education

For the International Union of Operating
Engineers, Local #547

Superintendent, Northville Public Schools

For the International Union of Operating
Engineers, Local #547

Chief Negotiator, Northville Public Schools

For the International Union of Operating
Engineers

Signature Date

Signature Date

APPENDIX A

The wage schedule for 1995-96, 1996-97, and 1997-98 is shown below. In addition to the hourly rate shown in Appendix A, employees will receive one quarter of one percent (.0025%) based upon their hourly rate of pay for each year of the Agreement. This payment will be distributed in the second check of December of each year.

All new hires will be paid based upon the new wage as shown in Appendix A¹. All new hires will be paid at a rate equal to twelve percent (12%) less than the rate paid to seniority employees. New hires will have the twelve percent (12%) differential made up during the first three (3) years of their employment with the District.

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
<u>CAFETERIA</u>			
CAFETERIA ASSISTANTS/CASHIERS			
Probationary	9.62	9.86	10.10
Seniority	9.87	10.12	10.37
COOKS AND BAKERS			
Probationary	10.06	10.31	10.57
Seniority	10.26	10.52	10.78
KITCHEN COORDINATOR			
Probationary	10.49	10.76	11.03
Seniority	10.68	10.95	11.23
SATELLITE COORDINATOR			
Seniority	10.40	10.66	10.93
FOOD TRUCK DRIVER*			
Probationary	12.60	12.91	13.24
Seniority	13.78	14.12	14.47
<u>TRANSPORTATION</u>			
BUS DRIVERS			
Probationary	11.80	12.10	12.40
Seniority	13.34	13.68	14.02

Appendix A (cont'd)

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
DRIVER/GARAGE ASSISTANT			
Probationary	11.80	12.10	12.40
Seniority	13.34	13.68	14.02
FOREMAN			
Probationary	19.94	20.44	20.95
Seniority	21.05	21.58	22.12
MECHANIC I			
Probationary	17.83	18.28	18.73
Seniority	18.77	19.24	19.72
MECHANIC II			
Probationary	14.73	15.10	15.47
Seniority	15.90	16.30	16.70
BUS ASSISTANT			
Probationary	10.16	10.41	10.67
Seniority	10.71	10.97	11.25
HALL MONITOR			
Probationary	9.24	9.47	9.71
Seniority	9.68	9.92	10.17
<u>CUSTODIAL</u>			
CUSTODIAN I			
Probationary	12.28	12.59	12.90
Seniority	13.51	13.85	14.20
CUSTODIAN LEADER			
Elementary			
Probationary	13.26	13.59	13.93
Seniority	14.48	14.85	15.22
Senior High Assistant	13.26	13.59	13.93
Seniority	14.48	14.85	15.22
Middle School			
Probationary	13.42	13.75	14.10
Seniority	14.66	15.03	15.41

APPENDIX A¹

**INTERNATIONAL UNION OF OPERATING ENGINEERS
#547 Wage Schedule**

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
<u>CAFETERIA</u>			
CAFETERIA ASSISTANTS/CASHIERS			
Probationary	8.46	8.68	8.89
Seniority	8.69	8.90	9.13
COOKS AND BAKERS			
Probationary	8.85	9.08	9.30
Seniority	9.03	9.26	9.49
KITCHEN COORDINATOR			
Probationary	9.23	9.47	9.70
Seniority	9.40	9.64	9.88
SATELLITE COORDINATOR			
Seniority	9.15	9.38	9.61
FOOD TRUCK DRIVER			
Probationary	11.09	11.36	11.65
Seniority	12.13	12.43	12.74
<u>TRANSPORTATION</u>			
BUS DRIVERS			
Probationary	10.39	10.65	10.91
Seniority	11.74	12.04	12.34
DRIVER/GARAGE ASSISTANT			
Probationary	10.39	10.65	10.91
Seniority	11.74	12.04	12.34
FOREMAN			
Probationary	17.55	17.99	18.44
Seniority	18.53	18.99	19.46

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
MECHANIC I			
Probationary	15.69	16.08	16.49
Seniority	16.52	16.93	17.35
MECHANIC II			
Probationary	12.96	13.28	13.62
Seniority	13.99	14.34	14.70
BUS ASSISTANT			
Probationary	8.94	9.16	9.39
Seniority	9.42	9.66	9.90
HALL MONITOR			
Probationary	8.13	8.33	8.54
Seniority	8.52	8.73	8.95
<u>CUSTODIAL</u>			
CUSTODIAN I			
Probationary	10.80	11.08	11.35
Seniority	11.89	12.19	12.49
CUSTODIAN LEADER			
Elementary			
Probationary	11.67	11.96	12.26
Seniority	12.75	13.07	13.39
Senior High Assistant			
Probationary	11.67	11.96	12.26
Seniority	12.75	13.07	13.39
Middle School			
Probationary	11.81	12.10	12.41
Seniority	12.90	13.23	13.56
Senior High			
Probationary	12.25	12.56	12.87
Seniority	13.33	13.67	14.01

Appendix A¹ (cont'd)

<u>MAINTENANCE</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
CENTRAL MAINTENANCE I EQUIPMENT TECHNICIAN			
Probationary	15.69	16.08	16.49
Seniority	16.52	16.93	17.35
CENTRAL MAINTENANCE 1A			
Probationary	12.96	13.28	13.62
Seniority	13.99	14.34	14.70
CENTRAL MAINTENANCE II			
Probationary	11.71	12.00	12.30
Seniority	12.45	12.76	13.08
CENTRAL MAINTENANCE IIA			
Probationary	11.76	12.06	12.36
Seniority	12.75	13.07	13.39
MAINTENANCE FOREMAN			
Probationary	17.64	18.08	18.54
Seniority	18.53	18.99	19.46
PARKING LOT ATTENDANT			
Probationary	8.19	8.40	8.61
Seniority	8.52	8.73	8.95

Seniority employees promoted to a higher classification will immediately receive the seniority rate, but this shall not affect the right of the District to disqualify an employee during the trial period.

*Food Truck Driver wage reflects normal increases of 2.5% each year, plus one-half (1/2) the difference between Central Maintenance II position and Food Truck Driver position.

Garage Assistant entitled to one week vacation after one year of employment with the School District (prorate for partial year).

NORTHVILLE PUBLIC SCHOOLS
Northville, Michigan

INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 547

STATEMENT OF GRIEVANCE

Grievance Number: _____

STEP I

- a) Name of Grievant _____
- b) Building Assignment _____
- c) Date Grievance Occurred _____
- d) Date of Oral Discussion with Supervisor _____

STEP II

- a) Date Written Grievance Filed with Supervisor _____
- b) Specific Article & Section Violated _____
- c) Statement of and detailed reason for Grievance _____

- d) Relief Sought _____

- e) Signature of Grievant _____
Signature of Union Steward _____
- f) Answer of Supervisor _____

- g) Signature of Supervisor _____ Date _____

STEP III

- a) Date Grievance Filed with Director of Personnel _____
- b) Signature of Grievant _____
Signature of Union Steward _____
- c) Answer of Director of Personnel _____

- d) Signature of Director of Personnel _____ Date _____

cc: White-Sup't/Green-Personnel Dir./Canary-Supervisor/Pink-Grievant/Gold-Union

NOTICE OF NON-DISCRIMINATION POLICY

It is the policy of the Board of Education and the School District not to unlawfully discriminate on the basis of age, sex, race, color, national origin, religion, height, weight, marital status, handicap or disability. The District reaffirms its long-standing policy of compliance with all applicable federal and state laws and regulations prohibiting discrimination including, but not limited to, Titles VI and VII of the Civil Rights Act of 1964, 42 USC SS2000d *et seq.* and 42 USC SS2000e *et seq.*; Title IX of the Education Amendments of 1972, 20 USC SS1681 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 USC S794; the Americans with Disabilities Act of 1990, 42 USC SS12101 *et seq.*; Michigan's Handicappers' Civil Rights Act, MCL SS37.1101 *et seq.*; and, the Elliott-Larsen Civil Rights Act, MCL SS37.2101 *et seq.*

Any questions concerning Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex, or Title VI of the Civil Rights Act of 1964 which prohibits discrimination on the basis of race, color or national origin, should be directed to:

Title VI

Dolly McMaster, Ph.D.
Asst. Supt. for Instructional Services
Northville Public Schools
501 W. Main Street
Northville, Michigan 48167
(810) 344-8442

Title IX

R. Roy Danley
Director of Personnel
Northville Public Schools
501 W. Main Street
Northville, Michigan 48167
(810) 344-8451

Inquiries related to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Robert O. Sornson
Executive Director of Special Education Services
Northville Public Schools
501 West Main Street
Northville, Michigan 48167
(810) 344-8443



January, 1994
Rev: Oct. 1994

