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6/30/99

AGREEMENT
BETWEEN
THE NOVI COMMUNITY SCHOOL DISTRICT
AND THE
NOVI EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
NESPA
1996-1999

Novi Community School District

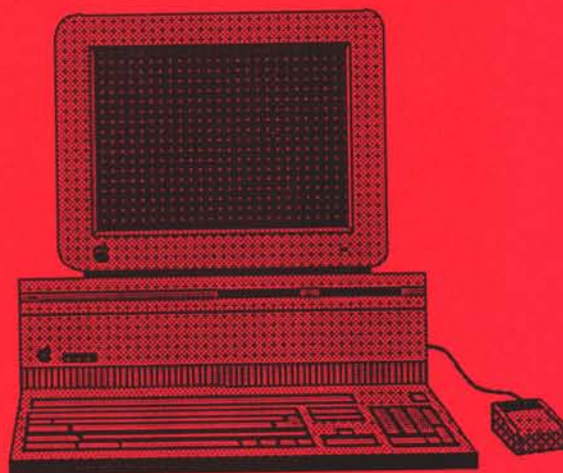


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PREFACE

This Agreement entered into this twentieth (20) day of June, 1996, by and between the Novi Community School District, hereinafter referred to as the *District*, the *Board*, or the *Employer*, and the Novi Educational Support Personnel Association, affiliated with the Michigan and National Education Associations, hereinafter referred to as the *Association*.

The signatories shall be the only parties to this Agreement.

The parties acknowledge that each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at are set forth in this Agreement. Therefore, the parties for the life of this Agreement, agree that neither shall be obligated to bargain any subject or matter not specifically addressed in this Agreement. However, the parties may mutually agree to discuss any matter during the life of this Agreement.

This Agreement shall constitute the full and complete commitments between the parties. It may be altered or modified through written mutual consent of the parties.

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

WITNESSETH

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Novi is their mutual aim; and

Whereas, the Board has a statutory obligation, pursuant to the *Public Employment Relations Act (PERA)*, Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with the representatives of its secretarial/clerical/paraprofessional/technical personnel with respect to hours, wages, terms and conditions of employment; and

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement,

Therefore, in consideration of the following mutual covenants, it is agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all secretarial, paraprofessional, clerical, and technical staff who are employed by the District and/or on a Board approved leave of absence. Such representation shall exclude the secretaries to the Superintendent and the Executive Director (*Negotiations*), as well as, temporary and/or substitute secretarial/clerical/paraprofessional/technical employees.
- B. The Board agrees not to negotiate with any support personnel organization other than the Association for the duration of this Agreement.
- C. The term *Employee*, when used hereinafter in this Agreement, shall refer to all individuals represented by the Association in the bargaining unit as defined above.

ARTICLE II

RIGHTS OF THE BOARD

- A. Except as modified by the specific terms of this Agreement, the Board retains and reserves without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States including, but without limiting the right to:
1. The executive management and administrative control of the school system, its properties and facilities, and the activities of its employees on the job;
 2. Hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, their dismissal or demotion, promotion, or transfer all employees;
 3. Establish levels and courses of instruction, including special programs, as well as to provide for athletic, recreational and social events for students, all as deemed necessary or advisable;
 4. Approve the means and methods of instruction;
 5. Determine the duties, responsibilities and assignments of Employees provided this does not conflict with any part of this Agreement.
- B. The exercise of the noted powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices and the use of judgment and discretion in connection with them, shall be limited only by the specific and expressed terms of this Agreement and/or in conformance with the Constitutions and laws of the State of Michigan and the United States.
- C. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other national, state, county, District or local laws or regulation as they pertain to education.

- D. The Board has the right to change, add to or expand its policies, if such changes do not conflict with the terms of this Agreement.

ARTICLE III

ASSOCIATION RIGHTS

- A. The Association shall receive, in writing, a new Employee's name, date of employment in the bargaining unit, Classification level (*Appendix A*), job title, work location, and hourly wage rate
- B. Pursuant to the Michigan Public Employment Relations Act (*PERA*), the Board hereby agrees that every Employee shall have the right to organize, to join and to support the Association for the purpose of collective bargaining.

The District agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the Acts, Constitutions, or the laws of the State of Michigan and/or of the United States; that it will not discriminate against Employees with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; or collective bargaining with the District; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- C. The Association shall have the right to use District buildings for meetings when a request is made to the building administrator. The building administrator will specify the room to be used.

A room shall be made available on work days from 3:30 p.m. - 10:00 p.m., upon request, provided it does not interfere with other scheduled activities.

- D. The Association shall have the right to use Employee mailboxes for communications to Employees and to post notices of its activities on Employee bulletin boards provided the communications are official business of the Association, clearly stated and identified, and that they are placed on bulletin boards which are located in the Employees' lounges to avoid student involvement in Association affairs.
- E. Duly authorized representatives of the Association shall have the right to use District facilities and equipment including computers, duplication equipment,

other office machines, telephones, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

The Association shall be responsible for the proper operation of the machines/equipment.

- F. As soon as possible, but within thirty (30) work days following receipt of a written request, the Board shall make available to the Association, to the extent the material is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement.
- G. The Association shall have the right to receive a copy of the agenda before each regularly scheduled meeting of the Board of Education and to receive a copy of the minutes of each meeting.
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on District property *at all reasonable times*, provided that this shall not interfere with or interrupt the normal building operations.
- I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.
- J. The District shall provide the equivalent of sixteen (16) hours per year for the collective use of bargaining unit members for Association business outside of the District. It is understood that there shall be no cost to the Association for the use of such time.

Applications for the use of the time shall be processed through the regular conference attendance procedure and shall be signed by the Association President signifying the Association's approval of the request. There shall be no deduction from the individual's leave allowance bank accumulation for approved use of Association business time outside of the District.

ARTICLE IV

AGENCY SHOP

- A. Membership in the Association shall not be compulsory. However, Employees have the right to join, not join, maintain or terminate their membership in the Association, or pay a service fee.
- B. The authorized deduction of dues or service fees shall be made from the regular biweekly paycheck from September through June. All authorized sums deducted by the District shall be promptly remitted to the Association and accompanied by an alphabetical list of Employees for whom the deductions have been made.

Annually, the Association agrees to promptly advise the District of all members of the Association in good standing. The Association agrees to furnish any other information needed by the District to fulfill the provisions of this Article and otherwise unavailable to it.

- C. By the sixtieth (60) day following the beginning of the work year or the beginning of their employment, whichever is later, Employees, as a condition of employment, shall become members of the Association or pay a service fee.

Employees hired during the work year shall be required to pay, through direct payment or authorized deduction, a *pro-rata* amount of the dues or service fees. Such *pro-ratum* shall be based on a maximum of a ten (10) month work year. Within a month, it is the majority of days left that shall determine the amount of *pro-ratum*.

In the event that an Employee shall not pay the service fees or dues to the Association or authorize payment through Payroll deduction, the District shall terminate the employment of the Employee.

- D. In the event an Employee shall not pay the required amount as scheduled:
1. The Association shall notify the Employee of non-compliance. The notice shall detail the non-compliance, provide ten (10) days for compliance and advise the Employee that a request for termination may be filed with the District in the event that compliance is not effected.

2. If the Employee fails to comply, the Association may file charges, in writing, with the District and may request termination of the Employee's employment. A copy of the notice of non-compliance and proof of its delivery (*Certified Mail, Return Receipt Requested*) shall be attached to the charges.
3. Upon receipt of the charges and request for termination, the District shall conduct a hearing.

In the event the Employee complies with the provisions of this Article at any time before the termination of his/her employment, the charges will be withdrawn. The Association, in the processing of charges, agrees not to discriminate against any Employee who has refused to pay the service fees.

4. Any Employee whose employment will be terminated because of his/her non-compliance with this Article, shall be continued in his/her current position until the end of the current work year.

In case of an appeal by the Employee, termination shall not occur until the appeal has resulted in a final decision by an agency or court of competent jurisdiction.

- E. In the event that any claim is made, or any action is brought, against the Board in a Court of Law and/or before any administrative agency or tribunal because of the District's agreement to, or compliance with, this Article, the Association shall defend the claim or action, at its own expense and through its own legal counsel, provided that the District shall:

1. promptly notify the Association of the claim or action, and
2. fully cooperate with the Association and its counsel in securing and presenting evidence, obtaining witnesses and making relevant information available at the hearing or trial as well as at the appellate level.

Upon compliance with *sub-sections 1 and 2 (above)*, the Association further agrees that it will indemnify and hold harmless the District, including each individual member of the Board of Education, from any and all liability for damages, expenses or costs imposed by, or resulting from, any determination, award or judgment of a Court of Law and/or an administrative agency or tribunal, as a consequence of the District's agreeing to, or complying with, this Article.

- F. The Association will indemnify and save harmless the District for all sums improperly authorized and remitted to the Association.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definitions:

1. A *Grievance* is a complaint by an Employee or by the Association in its behalf, concerning any alleged violation, misinterpretation or misapplication of this Agreement or any disciplinary action administered to an Employee.
2. The term *days* shall mean calendar days, unless otherwise noted.

B. Purpose:

1. The primary purpose of this Procedure is to secure, at the lowest level possible, resolutions of a complaint.
2. These proceedings will be kept confidential.

C. Procedure:

1. Level One –

Within twenty-one (21) days of the occurrence of an alleged grievance, as defined above, or twenty-one (21) days of the date when the Grievant or Association had reasonable opportunity to be aware of the alleged grievance, the Grievant may discuss the grievance with the immediate administrative supervisor. The Grievant may request Association representation.

2. Level Two –

- a. Within fourteen (14) days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, on the form provided and presented to the immediate administrative supervisor.

The form shall be presented to the immediate administrative supervisor by the Grievant.

The Grievant may request Association representation.

- b. Within fourteen (14) days after receiving the written grievance, the immediate administrative supervisor shall respond in writing.

3. Level Three --

- a. Within fourteen (14) days after the delivery of the immediate administrative supervisor's decision, the grievance may be appealed in writing to the Superintendent, or his/her designee.
- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.
- c. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

4. Level Four --

- a. Within fourteen (14) days after receipt of the decision of the Superintendent or his/her designee, the grievance may be appealed, in writing, to the Board of Education.
- b. Within twenty-eight (28) days after delivery of the appeal, the Board of Education shall hear the grievance.
- c. Within twenty-one (21) days after the hearing, the Board of Education shall communicate its decision in writing.

5. Level Five --

- a. Within fourteen (14) days of receipt of the Board of Education's decision, the Association may submit the grievance to binding arbitration by providing the District with written notice of its intent to seek arbitration.

Within seven (7) days following receipt of notification to seek arbitration, the parties shall meet and attempt to mutually select an arbitrator. However, if the parties are unable to mutually select an arbitrator, he/she shall be selected in accordance with the rules of the American Arbitration Association (AAA).

Neither the District nor the Association shall be permitted to rely on any evidence in the arbitration proceeding if a request to see such evidence has been made by the other party and denied by the District or the Association.

b. Powers of the Arbitrator:

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

(1) He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

(2) He/She shall have no power to establish wage scales.

(3) He/She shall have no power to rule on any of the following:

(a) The termination of the services of or failure to re-employ any probationary Employee.

(b) Any matter involving Employee evaluation other than the procedure (*see Article XIII*).

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

D. Time Limits:

Failure to proceed at any level of the grievance process, within the specified time limits, shall bar the grievance.

Failure at any level of the Grievance Procedure to respond to a grievance within the specified time limits, shall permit the filing of an appeal at the next level.

Failure to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance and shall bar any further appeal.

Time limits may be extended by written mutual agreement.

E. Rights to Representation:

Only the parties to this Agreement and/or officially designated agents, as well as individual Grievant(s) may participate in meetings and/or hearings provided under this Article.

F. Miscellaneous:

1. If a grievance affects a group of Employees, the Association may process it or withdraw it without prejudice or precedent at the appropriate level.
2. A grievance may be withdrawn at any level without prejudice or precedent.
3. All matters pertaining to a grievance shall be filed in a separate file..
4. Forms for filing and processing grievances shall be as designated in *Appendix C*.
5. The parties to this Agreement, and/or their agents, shall be provided with all necessary information to process a grievance.
6. Any Employee who has been unjustly discharged shall be reinstated with all lost monetary benefits and all other benefits provided by this Agreement.
7. The Association shall be notified of all grievances filed.

G. A grievance may be processed through the Procedure until resolution.

ARTICLE VI

EMPLOYEE RIGHTS

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

- B. The parties agree that they, nor any of their agents, shall not discriminate against any Employee on the basis of race, creed, color, national origin, gender, marital status, handicap, political activities, or membership or participation in the activities of the Association or any other employee organizations.

- C. Membership in the Association shall not be required as a condition of employment of any Employee with the District.

- D. Pursuant to the Michigan Public Employment Relations Act (*PERA*), the District hereby agrees that every Employee shall have the right to organize, to join and to support the Association for the purpose of collective bargaining.

The District agrees that it will not directly or indirectly discourage, coerce, or deprive Employees of any rights conferred by the Acts, Constitutions, or the laws of the State of Michigan and/or the United States; that it will not discriminate against Employees with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; or collective bargaining with the District; or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

- E. It is agreed that sexual harassment will not be condoned.

All charges of alleged sexual harassment will be immediately reported to the Superintendent, or his/her designee, for investigation and action, according to District policy and/or applicable legislation.

In the event an Employee is determined to have engaged in sexual harassment, such behavior will be considered just cause for discipline, suspension or termination of employment.

- F. An Employee shall promptly notify the District, or its designated representative(s), of any alleged assault and/or battery incident which occurred during the performance of the Employee's employment responsibilities. If, in the reasonable opinion of the District, or its designated representative(s), it becomes necessary to provide legal counsel to advise the Employee of his/her rights and obligations regarding the handling of the alleged incident by law enforcement and/or judicial authorities, it will do so.

When there is a charge of an alleged act of assault and/or battery upon an Employee by a student, the Employee and the administrator will follow the procedure outlined in the *Novi Student Code of Conduct* in handling the situation.

- G. If an Employee is on duty on the District premises and a loss of, damage to, or destruction of clothing or personal property occurs as the result of an assault and/or battery incident, the District will reimburse him/her up to a maximum of \$200 per incident.

An Employee shall not suffer loss of compensation or a reduction in his/her accumulated sick leave allowance days as a result of an injury received while in the course of his/her employment.

- H. If a complaint is filed or a suit is brought against an Employee, as a result of any reasonable action taken by him/her while in the course of his/her employment, the District will provide all of the necessary assistance to the Employee in presenting his/her defense.

- I. The District's administration and the Employees will comply with the Board's student medication policy regarding the administering of medication to students (*see page 97*).

No Employee shall prescribe or recommend medication for students.

- J. An Employee who severs his/her employment shall be compensated for accumulated sick leave allowance (*see Article IX*), compensatory time (*see Article XXI*) and vacation time/allowance (*see Article XXIII*) benefits. All other rights and privileges provided in this Agreement will become null and void.

- K. Deposit of District funds by Employees shall be during the regular work day. The Employee and the immediate administrative supervisor shall mutually agree to the amount of time necessary to make the deposit.

An Employee who handles District funds shall not be held liable for any losses unless there is evidence of negligence by the Employee.

- L. Upon approval, Employees shall be reimbursed at the mileage rate allowed by the Internal Revenue Service.

- M. When an Employee submits a written authorization, the District will make Payroll deductions for voluntary contributions. The voluntary contribution entities will be mutually determined by the District and the Association.

- N. Employees shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being.

- O. The District shall make every effort, consistent with the available facilities and resources, to maintain the work sites at a comfortable temperature and in a clean condition.

ARTICLE VII

EMPLOYEE'S PERSONNEL FILE

- A. An Employee shall have the right, upon request, to review the contents of his/her personnel file, excluding letters of recommendation and employment credentials.

The Employee shall, upon request, be allowed to have copies made of materials from his/her files.

- B. A representative of the Association may, at the Employee's request, accompany the Employee in the review of his/her personnel file.
- C. Material of a non-professional nature (*i.e., letters from colleagues, teachers, students, parents, community members; newspaper clippings; records of phone calls, etc.*) or materials relating to an Employee's conduct, service, character, or personality shall not be placed in an Employee's file without providing the Employee with the opportunity to sign the material to indicate his/her awareness but not necessarily agreement.
- D. All materials placed in the Employee's personnel file must bear the date and the signature of the writer and the proper identification as to source. The Employee shall be provided the opportunity to sign the material to indicate his/her awareness but not necessarily agreement.
- E. The Employee shall have the right to place explanatory notes or letters in his/her personnel file pertinent to any written or printed material and the notes/letters shall be attached to the file copy of the material.
- F. An Employee shall have the right to file a written reply to any evaluative or disciplinary report placed in his/her personnel file.
- G. No personnel file material may be removed or destroyed without the written consent of the Employee.

- H. The Employees' personnel files shall be evaluated from time to time by the Administration.

When evidence of fraudulent information or material is discovered, or, evidence of an Employee working contrary to the law, the Superintendent, or his/her designee, shall have the right to discipline the Employee, up to and including discharge (*see Article XIX*).

ARTICLE VIII

EMPLOYEE HEALTH CERTIFICATION

In order to provide health protection, the District may request an Employee to have a physical or psychological examination by his/her own physician.

However, the District may request an examination by a physician of its choice at its expense.

ARTICLE IX

ABSENCE POLICIES

A. Sick Leave Allowance:

1. At the beginning of each work year, the Employee shall be credited with a fifteen (15) day sick leave allowance to be used for absences caused by the following:
 - a. personal illness;
 - b. temporary physical disability of the Employee;
 - c. death in the immediate family; or,
 - d. temporary physical disability of immediate family member.

Annual sick leave allowance shall be *pro-rated* for Employees working less than full-time. Full-time shall be defined as:

Eight (8) hours per day for secretarial/clerical/paraprofessional/technical Employees;

Seven (7) hours per day for paraprofessional Employees; and

Five (5) hours per day for C.A.R.E. Leaders.

The maximum accumulation of sick leave allowance shall be 147 days. However, once the maximum of 147 days is reached, the current year's absences will be deducted first from that year's credit of fifteen (15) days.

2. At the beginning of the work year, the Employee will be provided a statement of available sick leave allowance. The statement shall include any previously accumulated sick leave allowance and the advance sick leave allowance credited for the current year.

(In the case of the resignation of an Employee, the excess use of sick leave allowance and personal business days will be pro-rated and the remainder of the wage amount reduced by this pro-ration).

3. There shall be a limitation of five (5) days for illness in the immediate family for any occurrence with no limitation as to the number of occurrences.

In extenuating circumstances, additional days may be granted.

4. There shall be a limitation of four (4) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

5. The term *immediate family* of the Employee shall be interpreted as spouse, parents, child(ren), siblings, and grandparents of both the Employee and his/her spouse, as well as others approved by the Superintendent, or his/her designee.

B. Personal Business:

1. Personal business absences shall be granted for personal or private business, including the observance of religious holidays and the marriage of an Employee and/or his/her child(ren), provided the absence is necessary; is for a reason beyond the control of the individual requesting it; and is sought for a legitimate activity that can be accomplished only during work hours.

Employees planning to use a personal leave day(s), shall notify their immediate administrative supervisor at least one (1) day in advance, except in cases of emergency.

Denial of the use of a personal leave day must include a written reason for the action.

The Employee shall have the right to file a written appeal of the denial with the Superintendent, or his/her designee.

2. Each work year the Employee may use up to three (3) days of his/her sick leave allowance for the Employee's personal business.
3. Personal business absences will not be granted ordinarily in the first or last week of the school year or one (1) day before or after a paid holiday, a break/recess period and/or the use of accumulated vacation time/allowance.

C. Attendance Incentive:

1. Two hundred fifty (250) work day, formerly fifty-two (52) week, Employees shall, on a quarterly basis, receive an attendance incentive bonus based on the following criteria:
 - a. An Employee with perfect attendance, during the quarter, shall receive an attendance incentive bonus of seventy-five dollars, (\$75) for the quarter.
 - b. An Employee with one (1) absence, during the quarter, shall receive an attendance incentive bonus of fifty-dollars (\$50) for the quarter.
 - c. An Employee with two (2) absences, during the quarter, shall receive an attendance incentive bonus of twenty-five dollars (\$25) for the quarter.
 - d. A quarter shall be defined as a three (3) month period--July through September, October through December, January through March, April through June.

2. Two hundred fifteen (215) day (formerly forty-six [46] week), two hundred five (205) day (formerly forty-four [44] week), one hundred ninety-five (195) day (formerly forty-two [42] week), and one hundred eighty-five plus (185+) day (formerly forty [40] week) Employees shall receive an attendance incentive bonus based on a schedule providing for the work year to be divided into thirds and on the following criteria:
 - a. An Employee with perfect attendance, during the specified period (*one-third*) of the work year, shall receive an attendance incentive bonus of seventy-five dollars (\$75) for the period.
 - b. An Employee with one (1) absence, during the specified period (*one-third*) of the work year, shall receive an attendance incentive bonus of fifty-dollars (\$50) for the period.
 - c. An Employee with two (2) absences, during the specified period (*one-third*) of the work year, shall receive an attendance incentive bonus of twenty-five dollars (\$25) for the period.
 - d. The work year schedule (*thirds*) shall be as follows: mid-August through mid-November; mid-November through mid-March; and mid-March through end of June.

3. An Employee with three (3) or more absences, during the periods indicated in *sub-sections 1 and 2 (above)*, shall receive no attendance incentive bonus for the period.
4. For the purpose of calculating the attendance incentive bonus, absences for the observance of religious holidays, death in the immediate family; and/or jury duty will be excluded. Additionally, all partial absences shall be cumulative for each period noted in *sub-sections 1 and 2 (above)*.

Also, unrecorded compensatory time; extending the normal work day; reduction of the lunch period; or cancellation of break period(s) may not be utilized to *make-up* time in order to qualify for the attendance incentive bonus.

5. Payment of the attendance incentive bonus shall be made in the paycheck issued following the close of the stipulated periods in *sub-sections 1 and 2 (above)*.

D. Worker's Compensation:

Absence due to injury, illness, or disease incurred in the course of the Employee's employment shall not be charged against the Employee's accumulated sick leave allowance, provided the District shall pay to the Employee the difference between the Employee's normal daily wage and the benefits received under the Michigan Worker's Compensation Act for the duration of the accumulated sick leave allowance.

E. Legal Proceedings:

1. **Jury Duty –**

An Employee who is called for jury duty during the normal work day shall be compensated for the difference between his/her normal daily wage and the pay received for the performance of this civic obligation.

The day(s) of absence shall not be deducted from the Employee's sick leave allowance.

2. **Employment Related –**

An Employee, who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact finding proceeding(s) during the normal work day, shall be compensated for the difference

during the normal work day, shall be compensated for the difference between his/her normal daily wage and payment received for the performance of the obligation.

The day(s) of absence shall not be deducted from the Employee's sick leave allowance.

- F. Notification of an absence shall be made in a manner determined by the Administration.
- G. When an Employee returns to work following an absence, the Employee shall complete and sign an *Employee Absence* form.
- H. An Employee absent ten (10) or more consecutive work days because of illness, injury or physical disability shall, on his/her return but before resuming his/her duties, provide the Superintendent, or his/her designee, with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Employee to resume his/her normal duties.

If, for any reason, the District requests an Employee to have an additional examination by a physician of its choice, such examination shall be at the expense of the District.

- I. The District may require proof of illness by the statement of a doctor if an illness exceeds two (2) consecutive work days.

However, in the event thirty-five percent (35%) or more of a work site's staff shall call in *sick* on any day, the District may require medical proof of illness and certification of fitness for the Employee to resume his/her normal duties before the Employee receives pay for the day(s).

- J. Any Employee, who had previously arranged an absence for a personal business day, or sick leave allowance day, shall not be charged for the day, when the Superintendent, or his/her designee, declares that the entire District is closed (*see Article XI, Section E*).

If a substitute is called in and is paid for a half day, the Employee will be charged a half day.

- K. For purposes of the use of the Employee's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability

- L. An unexcused absence immediately before or after a paid holiday, break/recess or vacation period shall result in a loss of pay.

ARTICLE X

SICK LEAVE BANK

An Employee who has been absent because of an extended personal illness and has exhausted his/her accumulated sick leave allowance days may request the Superintendent, or his/her designee, to initiate the established process to allow any bargaining unit member the opportunity to donate up to five (5) days which will be deducted from his/ her accumulated sick leave allowance.

The donated days will be credited to the Employee who has been absent because of an extended personal illness and has exhausted his/her accumulated sick leave allowance.

ARTICLE XI

INCLEMENT WEATHER

- A. In the event that the District cannot provide pupil instruction because of conditions not within its control, as provided in applicable State law and/or regulations, those days shall be added to the school calendar. Less than two hundred fifty (250) day Employees will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation.
- B. Building Closure:
- When a building is closed to students by an *Act of God* or any other reason, Employees may be required to report to work.
- C. At the beginning of each work year, the Superintendent, or his/her designee, will arrange for a method of notifying Employees when a decision is made to a work site(s) and/or a close school(s) to students because of severe inclement weather or other *Acts of God*.
- D. In the event severe and/or inclement weather or other *Acts of God* occur during the work day and the District has decided to close a building or the entire District, Employees will be released as soon as possible, but no later than sixty (60) minutes after the release of the students.
- E. When the Superintendent, or his/her designee, declares that the entire District is closed, any Employee, who had previously arranged an absence for a personal business day, or sick leave allowance day, shall not be charged for the day.

ARTICLE XII

EMPLOYMENT STATUS

A. Probationary Status:

- a. A new Employee must serve a probationary period of ninety (90) work days per the Employee's work schedule.
- b. The District shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association.
- c. The District will evaluate, in writing, the performance of all probationary Employees after sixty (60) work days and at the end of the ninety (90) day probationary period.
- d. There shall be no seniority among probationary Employees.

B. Permanent Status:

Employees successfully completing their probationary period shall be considered permanent Employees and shall be entered on the seniority list and shall rank for seniority purposes from the first day of employment in a position covered by this Agreement.

C. Full-Time Status:

Full-time, for all purposes, excluding the *pro-ration* of insurance premiums, shall be defined as:

Eight (8) hours per day for secretarial/clerical/paraprofessional/technical Employees;

Seven (7) hours per day for paraprofessional Employees; and

Five (5) hours per day for C.A.R.E. Leaders.

ARTICLE XIII

EMPLOYEE EVALUATION

- A. *Permanent Employees* shall be evaluated not less than once every two (2) years by their immediate administrative supervisors (*where appropriate, input may be requested from members of the of the Novi Education Association*).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Personnel. The Employee should be given a copy of the form at the beginning of the work year in which he/she is to be evaluated.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The District has the right to require more frequent evaluations when an Employee's job performance has been designated as *Less Than Satisfactory*.
The Association will be notified of any Employee who is being evaluated due to a *Less Than Satisfactory* job performance designation.
- E. Should an Employee receive a *Less Than Satisfactory* designation, the evaluator shall provide, in writing, specific recommendation(s) for his/her improvement, stating the length of time the Employee has to provide evidence of the desired remediation.

ARTICLE XIV

SENIORITY

- A. *Seniority* shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.
- B. Seniority shall be *pro-rated* for Employees working less than full-time. Full-time shall be defined as:
- Eight (8) hours per day for secretarial/clerical/paraprofessional/technical Employees;
 - Seven (7) hours per day for paraprofessional Employees; and
 - Five (5) hours per day for C.A.R.E. Leaders.
- C. Employees in the Classifications of C.A.R.E. Leader B and C.A.R.E. Leader C shall accumulate seniority in their own Classification only and shall not use their seniority for any other purpose.
- D. In the event that two (2) or more Employees have the same length of service in the District, the tie will be broken by a lottery.
- The Employee with the lowest number of the last four (4) digits (*e.g.*, 4395, 3893, 2936) of his/her social security number shall be retained.
- E. The Board will keep a District employee data list, as well as a Classification seniority list up to date at all times and will make them available to the Association on or before September 30 and June 1 of each contractual year. Any changes in the lists will be mailed to the Association within one (1) week of the change.
- F. The employee data list shall contain the following information:
- Employee's name,
 - Employee's Classification,

Employee's date of employment in the bargaining unit,
Employee's seniority date,
Employee's vacation allowance/longevity, as appropriate, eligibility date,
Employee's hourly wage rate and step,
Employee's length of work year in days, and
Employee's assignment.

The seniority list shall contain the following information:

Employee's name,
Employee's seniority Classification, and
Employee's seniority date.

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

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

ARTICLE XV

LAYOFF AND RECALL

A. Layoff:

1. Whenever necessary, as determined by the Board, upon recommendation of the Superintendent, the District may layoff the requisite number of personnel.

A probationary Employee in the designated Classification(s) shall be laid-off first. If there is no probationary Employee in the designated Classification(s) a permanent status Employee in the designated Classification(s) will be laid-off in inverse order of his/her seniority.

2. Notice of layoff and bumping shall be as follows:

- a. The District will notify the Association in writing twenty-five (25) work days in advance of any layoff.

The District's representative(s) will meet with the Association representative(s) to provide the reason(s) for the layoff and to discuss alternatives.

- b. The least-senior Employee within the affected Classification (*see Appendix A*) shall be laid-off first unless that Employee is the only person within the Classification qualified to fill a position.
- c. An Employee who is to be laid-off for an indefinite period of time by the District will be given at least twenty (20) work days written notice of layoff.
- d. If a laid-off Employee desires to bump the least-senior Employee in the affected Classification (*see Appendix A*) or a lower Classification (*see Appendix A*) who holds a position for which the laid-off Employee is qualified, he/she must notify the Superintendent, or his/her designee, in writing, within two (2) work days after receipt of notice of the layoff.
- e. The bumped Employee shall be given two (2) work days written notice of his/her layoff by reason of bumping.

- f. An Employee bumping the least-senior Employee in the affected Classification (*see Appendix A*) or a lower Classification (*see Appendix A*) must be qualified for the position.

To be deemed *qualified* to assume a position, the Employee designated to be laid-off must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an examination(s) administered by a representative of the District.

The examination(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy posting for the position; however, deviations in the necessary qualifications shall be permitted to address any advanced technological skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) work days by the person currently holding the position.

After demonstrating that he/she has the necessary skills, he/she shall have thirty (30) work days to establish that he/she is qualified to perform the duties and responsibilities of the bumped Employee.

- g. When the identity of the Employee(s) to be laid-off or bumped has been determined, the Association shall be promptly notified.
3. In the event a reduction becomes necessary in the C.A.R.E. program, seniority shall determine the order of layoff/recall in that program only. There shall be no bumping into other bargaining unit Classifications.

B. Seniority:

Seniority shall be determined by the length of the continuous service by an Employee in his/her Classification (*Appendix A*) at the time of layoff.

Seniority shall be *pro-rated* for Employees working less than full-time. Full-time shall be defined as:

Eight (8) hours per day for secretarial/clerical/paraprofessional/technical Employees;

Seven (7) hours per day for paraprofessional Employees; and

Five (5) hours per day for C.A.R.E. Leaders.

C. Recall:

1. Recall shall be based upon seniority, in reverse order of layoff, provided that the recalled Employee is qualified for the position to which he/she is recalled.

To be deemed *qualified* to assume a position, the Employee designated to be recalled must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, and examination(s) administered by a representative of the District.

The examination(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy posting for the position; however, deviations in the necessary qualifications shall be permitted to address any advanced technological skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) work days by the person currently holding the position.

After demonstrating that he/she has the necessary skills, he/she shall have thirty (30) work days to establish that he/she is qualified to perform the duties and responsibilities of the position.

2. Each Employee, being recalled, may be notified by phone.

If the Employee cannot be contacted by phone, certified mail, return receipt requested, shall be used to the last known address.

Non-delivery of the certified letter shall be considered as a failure to respond within the time limit and shall result in termination of all employment rights, except as provided in *Article VI, Section J*.

3. The Employee being recalled shall have ten (10) work days from the date of delivery of the recall notice to notify the District of his/her intention to return. Failure to respond to the recall notice within the time limit shall result in termination of his/her employment.

4. The District shall notify the Association of all recalls.
5. For the duration of this Agreement, the District shall not enter into any performance contract and/or sub-contract services which will result in a reduction of current positions.

ARTICLE XVI

LEAVES OF ABSENCE

A. An Employee may, on written request, be granted a leave of absence by the Board of Education.

B. Leaves of Absence Without Pay:

1. Leaves without employment restrictions --

An Employee shall, on written request, be allowed a leave of absence without pay, for good and sufficient reason.

a. *Illness/Health/Medical Leave:*

A Health Leave, without pay or fringe benefits, when recommended by a physician, shall be granted for a period of one (1) year.

At the end of such leave, the Employee must either return or request an extension as set forth in *Section C (below)*.

Notice of intention to return to duty after a Health Leave shall be accompanied by a written statement from a physician in the same area of specialty as the one who recommended the leave, addressing the illness which was the basis for the leave and certifying the fitness of the Employee to return to his/her duties.

The District reserves the right to have the Employee examined by a physician of its choice and at its expense, in the same area of specialty as the physician who recommended the Employee be placed on the Health Leave.

b. *Child Care Leave:*

- (1) A Child Care Leave, without pay or fringe benefits, will be granted to an Employee for a period of up to one (1) year.

The Employee requesting the leave shall notify the Personnel Office, in writing, of his/her intent at least thirty (30) days before the beginning date of the leave.

- (a) An Employee beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next work year.
 - (b) An Employee beginning a Child Care Leave on or after January 1, but before July 1, shall receive the balance of that work year in addition to the following work year.
- (2) Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by April 1, of the year the leave expires, of their intention to return.

The notice of intention to return is the responsibility of the individual. In the event such notice is not received, the District will interpret this as a resignation.

If an Employee wishes to return to work before the expiration of the leave, he/she shall notify the Superintendent, or his/her designee, by April 1.

- (3) The Child Care Leave may be extended for one (1) additional work year, upon application and approval by the Board of Education.

The request must be made by April 1 of the year the leave expires.

- (4) Upon request to return to work, the Employee will be reinstated in the same, or equivalent, position for which he/she is qualified.
- (5) Upon return from a Child Care Leave without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.

- (6) An Employee who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medial certification, if necessary, by his/her attending and/or the District physician.

c. ***Family Medical Leave:***

A leave of absence of up to twelve (12) weeks, during any twelve (12) month period, shall be granted to any eligible Employee, in accordance with the conditions and requirements of the *Family and Medical Leave Act (FMLA) of 1993*.

d. ***Military Leave:***

Any Employee, who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application, in writing, for a Military Leave.

All aspects of a Military Leave and return will be governed by applicable provisions of State and Federal laws in effect at the time in question.

2. **Leaves with employment restrictions –**

Upon a written request no later than April 1, an Employee, who has been employed for at least two (2) consecutive years in the District, may be granted a leave without pay for up to one (1) year provided the request is approved by the Board of Education and is for one (1) of the following purposes:

a. ***Personal Leave:***

As covered under the Family Medical Leave Act (*see above*) or the Voluntary Layoff Leave provision (*see below*).

b. ***Employee/Peace Corps Leave:***

Joining the Peace Corps or Employee Corps as a full-time participant in these programs.

c. ***Public Office Leave:***

As provided by applicable State or Federal legislation and/or regulation, up to four (4) years to any Employee for the purpose

of holding public office. The leave shall commence upon request of the Employee.

d. ***Voluntary Layoff Leave:***

- (1) A Voluntary Layoff Leave without pay, seniority or fringe benefits may be granted, with the recommendation of the Superintendent, or his/her designee, by the Board of Education to eligible Employees for a period of up to one (1) year.

An *eligible Employee* is an Employee not currently on layoff and whose position may be filled by someone on the layoff list who is qualified (*Article XV, Section A, 2, e*) to fill that position.

He/She shall notify the Superintendent, or his/her designee, in writing, of his/her desire to go on a Voluntary Layoff Leave before the beginning of the next work year.

- (a) A Voluntary Layoff Leave, if granted, may commence at the beginning of the work year and must terminate at the end of that work year.

In the event circumstances requiring the layoff change and it is necessary to recall the Employee on a Voluntary Layoff Leave, he/she shall either return to his/her former position, or may request to be placed on a leave of absence without pay.

The Employee's return shall be determined by the provisions of that leave (*see Section D, below*).

- (b) If an Employee on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a leave of absence without pay, the District shall interpret this as a resignation.
- (c) A Voluntary Layoff Leave will be granted for only one (1) work year.

The Employee that replaces the Employee on a Voluntary Layoff Leave shall remain in that Employee's assignment for the duration of that leave.

- (d) At the expiration of the one (1) work year Voluntary Layoff Leave, the Employee on leave shall return, or request some other leave status no later than April 1.

An Employee returning from a Voluntary Layoff Leave shall be reinstated in the same position, placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.

- (e) If, upon returning from a Voluntary Layoff Leave, and if the circumstances which necessitated the layoff are still prevalent and the Employee is still eligible for a Voluntary Layoff Leave, the Employee may request another Voluntary Layoff Leave as provided in this Article.

h. *Other Leaves:*

Other than those enumerated in *Section B (above)*.

C. Extension Of Leave Of Absence Without Pay:

A leave of absence without pay may be extended for a maximum of one (1) additional year beyond the original request.

D. Return from Leave Of Absence Without Pay:

An Employee on leave who wishes to resume employment with the District at the beginning of the work year, or at the beginning of the second half of the work year, shall, notify the Superintendent, or his/her designee, no later than April 1 for the start of the work year or October 1 for the second half of the work year of the date he/she plans to return to work.

1. Upon return from a leave of absence without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
 2. An Employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified (*see Article XX, Section A, 6*), providing a position is available.
- E. While on an unpaid leave of absence, an Employee shall not enter similar employment.

ARTICLE XVII

TERMINATION OF EMPLOYMENT OR RESIGNATION

An Employee, who resigns or is terminated, shall forfeit all accrued rights and privileges except as provided in *Article VI, Section J*.

ARTICLE XVIII

NEW AND/OR REVISED POSITIONS

- A. The District shall notify the Association, in writing, when a *new* position is to be established or revised duties and/or responsibilities are required for an existing position.
- B. The District may designate the Classification (*Appendix A*) and hourly wage rate for the newly established and/or *revised* position and notify the Association in writing of its decision.
- C. In the event the parties cannot mutually agree to a Classification and/or Hourly Wage Rate Schedule (*Appendix B*) placement, into an existing Classification level (*Appendix A*), the District shall designate it as temporary and notify the Association in writing of this action.
- D. The *new* position(s) shall be considered temporary for a period of thirty (30) calendar days following the date of the written notification to the Association. During this thirty (30) calendar day period, the Association may request in writing that the District negotiate the Classification level and hourly wage rate.

The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary position, unless otherwise mutually agreed.

- E. If the parties are unable to agree on the level and/or hourly wage rate, the issue may be submitted to arbitration under the conditions listed in *Article V, Section 5, a and c*.

The arbitrator shall render his/her decision based solely upon the final position of either of the parties.

- F. When the *new* position(s) has been assigned a permanent Classification Level and hourly wage rate, it shall be added to *Appendices A and B*.

ARTICLE XIX

DISCIPLINE AND DISCHARGE OF PERMANENT EMPLOYEES

- A. The District agrees to discharge or discipline permanent Employees only for just cause.
- B. The District recognizes the concept of progressive discipline.
- C. A representative of the Association shall be present at the Employee's request, when an Employee is being reprimanded or disciplined.

The discharged or suspended permanent Employee will be allowed to discuss his/her discharge or suspension with the Association President, and/or his/her designee.

- D. No Employee shall be subjected to an administrative reprimand and/or disciplinary action while in the presence of colleagues, teachers, students, and/or non-supervisory District personnel.

An administrator will not indiscriminately discuss any alleged deficiency in conduct.

- E. Upon the discharge, discipline, and/or reprimand of a permanent Employee, the District will promptly notify the Association in writing of the action taken.
- F. The Superintendent, or his/her designee, will discuss the discharge or suspension with the Employee and the President of the Association, and/or his/her designee.
- G. Within five (5) work days of the discharge or suspension, the Employee and/or the Association may appeal the action in writing to the Superintendent. The Superintendent will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled work days after receiving the appeal.

If the response is not satisfactory to the Association, the matter may be processed through the Grievance Procedure (*Article V*), Level Four.

ARTICLE XX

VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancy:

1. A *vacancy* shall be defined as an existing position that is unfilled, a newly-established position or a position which is filled but which the District has declared will be vacant in the near future.
2. The District shall provide all Employees, utilizing the latest technology, with a *Notice of Vacancy*. A vacancy shall be open for six (6) work days before the position is filled. The posting (*Notice of Vacancy*) shall contain, at a minimum, the following information:

location of work,
hours to be worked,
Classification, and
minimum requirements.

The Association will be notified in writing of all vacancies.

3. The District shall notify the Employees and the Association of vacancies occurring during the summer months (*June, July, August*). Employees may receive the information regarding vacancies by contacting the District's Employment *Hotline*.

The Association shall be notified by US mail.

4. Interested Employees may apply for a posted vacancy, in writing, to the Superintendent, or designee, within the six (6) day posting period.
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District.

An Employee with less service in the District, as defined in *Article XIV, Section A*, shall not be awarded the position unless that Employee's qualifications are substantially superior to the qualifications of the competing Employees(s) with greater service.

6. To be deemed *qualified* to assume a position, the Employee must have satisfactorily held the same and/or a similar position in the bargaining

unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an examination(s) administered by a representative of the District.

The examination(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy position for the position; however, deviations in the necessary qualifications shall be permitted to address any advanced technological skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) work days by the person currently holding the position.

B. Promotion:

1. A *promotion* shall be defined as permanent change in the Classification (*Appendix A*) level and the hourly wage rate (*Appendix B*).
2. An Employee, whose promotional experience and/or performance of forty-five (45) days or less is unsatisfactory to either the District and/or the Employee, will be returned to his/her former Classification (*Appendix A*) level but not necessarily to the Employee's former assignment.
3. A hourly wage rate (*Appendix B*) change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the duties of the new position.

The hourly wage rate (*Appendix B*) change shall be one (1) of the following:

- a. to the minimum hourly wage rate for the new position; or
- b. to the hourly wage rate step on the appropriate Schedule (*Appendix B*) which is at least one (1) Hourly Wage Rate Schedule (*Appendix B*) increment higher than the hourly wage rate currently being paid the Employee concerned, whichever is higher.

C. Transfer:

1. Voluntary --

Because the frequent transfer of Employees from one (1) assignment to another interferes with optimum Employee performance, the parties agree that *voluntary transfers* of Employees are to be minimized.

2. **Involuntary –**

- a. An *involuntary transfer* is defined as the transfer of an Employee from one (1) assignment to another without the approval and over the expressed objection of the Employee.
- b. The Association and District agree that transfers of Employees from one (1) assignment to another may be distributing to the individual involved; however, it is sometimes necessary to transfer an Employee to another assignment in order to continue to serve the educational needs of the children of the District.
- c. All involuntary transfers will be discussed by the Superintendent, or his/her designee, and the Employee.
- d. An involuntarily transferred Employee shall be given at least ten (10) work days written notice.
- e. The District shall notify the Association of all involuntary transfers.

3. **Other –**

In the best interest of the Employee, the Superintendent, or his/her designee, may approach the Association to request the transfer of the Employee to an existing vacancy. However, before the transfer is made, consent must be given by the President of the Association and the Employee involved.

It is understood that the transfer may not, in any way, be construed as a disciplinary action.

ARTICLE XXI

WORK SCHEDULE

A. Work Day:

A secretarial, clerical, paraprofessional and/or technical Employee's work day shall consist of the following:

1. **Buildings With Students –**

- a. Eight (8) hours for secretarial, clerical and High School paraprofessional positions and/or any others as determined by the District in consultation with the Association.
- b. In the event the District closes a work site during the Winter Recess, two hundred fifty (250) work day, *formerly fifty-two (52) week*, Employees assigned to that work site shall receive the time off with pay with no loss of accumulated vacation time.
- c. All two hundred fifty (250) work day, *formerly fifty-two (52) week*, Employees may accumulate compensatory time; utilize vacation days; and/or use unpaid leave time sufficient to assure them of not having to report to work during the Winter Recess. However, in the event of a District emergency, it is understood that the Employees may be required to report to work.
- d. The work day schedule shall be as determined by the Superintendent, or his/her designee.

2. **Buildings Without Students –**

- a. The work day shall consist of eight (8) hours of work; a thirty (30) minute non-paid, duty-free lunch period; and two (2) fifteen (15) minute breaks. However, the work day may by mutual consent be increased by up to thirty (30) non-paid minutes, before or after the regular scheduled hours, if the Employee wishes to extend his-her lunch period by that amount of time.
- b. In the event the District closes a work site during the Winter Recess, two hundred fifty (250) work day, *formerly fifty-two (52)*

week, Employees assigned to that work site shall receive the time off with pay with no loss of accumulated vacation time.

- c. All two hundred fifty (250) work day, *formerly fifty-two (52) week*, Employees may accumulate compensatory time; utilize vacation days; and/or use unpaid leave time sufficient to assure them of not having to report to work during the Winter Recess. However, in the event of a District emergency, it is understood that the Employees may be required to report to work.

B. Work Year:

All Employees will be employed either:

two hundred fifty (250) work days, *formerly 52 calendar weeks*, including vacation time (*see Article XXIII*), excluding paid holidays (*see Article XXII*);

two hundred fifteen (215) work days, *formerly 46 calendar weeks*, excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*);

two hundred five (205) work days, *formerly 44 calendar weeks*, excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*);

one hundred ninety-five work days (195), *formerly 42 calendar weeks*, excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*); or

one hundred eighty-seven (187) to one hundred eighty-nine (189) work days, based on the teacher work year, *formerly 40 calendar weeks*, excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*).

The work year is defined as follows:

1. The work year of the two hundred fifty (250) work day, *formerly fifty-two (52) week*, Employees will be July 1 through June 30.
2. The work year of two hundred fifteen (215) work day, *formerly forty-six (46) week*, Employees will be as follows:

July 29, 1996 through June 27, 1997
July 28, 1997 through June 26, 1998
August 3, 1998 through June 30, 1999

3. The work year of two hundred five (205) work day, *formerly forty-four (44) week*, Employees will be as follows:

August 12, 1996 through June 27, 1997
August 11, 1997 through June 26, 1998
August 10, 1998 through June 23, 1999

4. The work year of one hundred ninety-five (195) work day, *formerly forty-two (42) week*, Employees will be as follows:

August 19, 1996 through June 20, 1997
August 18, 1997 through June 19, 1998
August 17, 1998 through June 16, 1999

5. The work year of one hundred eighty-seven (187) to one hundred eighty-nine (189) work day, based on the teacher work year, *formerly forty (40) week*, Employees will be as follows:

August 22, 1996 through June 13, 1997
August 21, 1997 through June 15, 1998
August 20, 1998 through June 11, 1999

6. Work schedules are subject to assignment by the Superintendent, or his/her designee.
7. An Employee required to work beyond his/her regular work calendar, will be notified, in writing, of his/her annual work schedule at least sixty (60) days prior to the end of the Employee's work year.

C. Overtime And/Or Compensatory Time:

1. **Overtime -**

Overtime, which was authorized, in writing, by the immediate administrative supervisor and approved by the Superintendent, or his/her designee, shall be paid at time and a half (1.5) for all hours worked in excess of forty (40) hours in any work week.

2. **Compensatory Time -**

- a. Compensatory time shall be earned on the same basis as overtime.

- b. At the time it is earned, compensatory time shall be reported on the appropriate Payroll form.
 - c. Compensatory time shall be used within sixty (60) calendar days at a time determined by mutual consent of the Employee and the immediate administrative supervisor and noted on the Payroll form in accordance with c, *above*.
3. At the Employee's discretion, compensatory time, in compliance with applicable State and Federal laws and regulations, may be chosen in lieu of overtime pay.

ARTICLE XXII

HOLIDAYS

- A. All two hundred fifty (250) work day, *formerly fifty-two (52) week*, secretarial, clerical, paraprofessional and technical Employees shall be entitled to the following paid holidays:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Good Friday
Memorial Day

- B. All less than two hundred fifty (250) work day, *formerly fifty-two (52) week*, secretarial, clerical, paraprofessional and technical Employees shall be entitled to the following paid holidays if they fall within their normal work year:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
New Year's Day
Good Friday
Memorial Day

- C. A C.A.R.E. Leader who is assigned to work during the summer program shall be entitled to payment for Independence Day.

In order to qualify for the holiday pay (*Independence Day*), the Employee must have worked the scheduled work day before and the first scheduled work day after the holiday.

D. If a holiday falls on Sunday, Monday shall be the paid holiday.

If a holiday falls on Saturday, Friday shall be the paid holiday.

E. If students are required to be in attendance on any of the above paid holidays, an exception shall be made. No day, or partial day, of student attendance shall be considered a holiday.

ARTICLE XXIII

VACATION

A. Two Hundred Fifty (250) Work Day, formerly fifty-two (52) week, Employee:

1. All two hundred fifty (250) work day, formerly fifty-two (52) week, Employees shall be entitled to paid vacation time after the first full year of employment as follows (see Appendix D):

First year:	7 days
Second through Fifth year:	12 days per year
Sixth through Tenth year:	15 days per year
Eleventh, and all subsequent years:	20 days per year

2. Based on the Employee's anniversary date of employment, the above paid vacation time (see Appendix D) will be implemented as follows:
 - a. Upon completion of the first twelve (12) months of employment, the Payroll Department will credit the Employee with seven (7) days of vacation time to be used by July 1 of the following contract/fiscal year.
 - b. On July 1, during the Employee's second year of employment, the Payroll Department will credit him/her with seven (7) days of vacation time to be used by July 1 of the following contract/fiscal year.
 - c. Upon completion of the second year of employment (start of his/her third year of employment), the Payroll Department will credit the Employee with an additional five (5) days of vacation time to be used by July 1 of the following contract/fiscal year (i.e., twelve [12] vacation days for the Employee's second year of employment [twelve {12} days equals the seven {7} vacation days credited on July 1 plus an additional five {5} vacation days based on the anniversary date of employment]).
 - d. During the Employee's third, fourth and fifth years of employment, on July 1 the Payroll Department will credit him/her with twelve (12) days of vacation time to be used by July 1 of the following contract/fiscal year.

- e. Upon completion of the fifth year of employment (*start of his/her sixth year of employment*), the Payroll Department will credit the Employee with an additional three (3) days of vacation time to be used by July 1 of the following contract/fiscal year (*i.e., fifteen [15] vacation days for the Employee's sixth year of employment [fifteen {15} days equals the twelve {12} vacation days credited on July 1 plus an additional three {3} vacation days based on the anniversary date of employment]*).
 - f. During the Employee's seventh, eighth, ninth and tenth years of employment, on July 1 the Payroll Department will credit him/her with fifteen (15) days of vacation time to be used by July 1 of the following contract/fiscal year.
 - g. Upon completion of the Employee's tenth year of employment (*start of his/her eleventh [11] year of employment*), the Payroll Department will credit the Employee with an additional five (5) days of vacation time to be used by July 1 of the following contract/fiscal year.
 - h. During the Employee's twelfth and subsequent years of employment, on July 1 the Payroll Department will credit him/her with twenty (20) days of vacation time to be used by July 1 of the following contract/fiscal year.
3. Only during the first year of employment, the Employee may use his/her vacation time on a *pro-rata* basis.

B. Less Than Two Hundred Fifty (250) Work Day, formerly fifty-two (52) week, Employees:

1. All less than two hundred fifty (250) work day, *formerly fifty-two (52) week*, Employees shall be entitled to a paid vacation allowance after the first full year of employment as follows (*see Appendix D*):

First year:	5 days
Second through Eighth year:	10 days per year
Ninth, and all subsequent years:	15 days per year

2. Based on the Employee's anniversary date of employment, the above paid vacation allowance will be implemented as follows:

- a. An Employee employed prior to September 30 of the work year will be paid one hundred percent (100%) of his/her accrued vacation allowance the following June.
 - b. An Employee employed after September 30 of the work year will be paid for his/her accrued *pro-rata* vacation allowance the following June.
- C. Years of service to qualify for paid vacation time and/or paid vacation allowance shall be based on the Employee's anniversary date of employment.
- D. Paid vacation time/allowance shall be *pro-rated* for Employees working less than full-time. Full-time shall be defined as:

Eight (8) hours per day for secretarial/clerical/paraprofessional/technical Employees;

Seven (7) hours per day for paraprofessional Employees; and

Five (5) hours per day for C.A.R.E. Leaders.

ARTICLE XXIV

COMPENSATION

A. The classifications and wages of secretarial, clerical, paraprofessional and technical personnel covered by this Agreement are set forth in *Appendices A and B*. *Appendix B* shall remain in effect during the term of this Agreement.

1. For the 1996-1997 contract year, the 1995-1996 annual (*Appendix B*) shall be increased by one percent (1.0%).

Further, all Employees, who have not terminated their employment or are on a formal unpaid leave of absence (*see Article XVI*), will receive an additional one percent (1.0%) of their 1995-1996 annual regular income paid at the 1995-1996 step, as a one-time-only payment to be included in the first paycheck in March, 1997. This amount will not be incorporated into the 1996-1997, 1997-1998 or the 1998-1999 Hourly Wage Rate Schedules (*Appendix B*). However, should the District receive a reduction in its per pupil Foundation Grant, as the result of a Governor's Executive order and/or legislative action, the one percent (1.0%) off-Schedule wage amount may be reduced as provided in the attached *Letter of Understanding*.

2. For the 1997-1998 contract year, the 1996-1997 Hourly Wage Rate Schedule (*Appendix B*) shall be increased by one percent (1.0%).

Further, all Employees, who have not terminated their employment or are on a formal unpaid leave of absence (*see Article XVI*), will receive an additional one percent (1.0%) of their 1996-1997 annual regular income paid at the 1996-1997 step, as a one-time-only payment to be included in the first paycheck in March, 1998. This amount will not be incorporated into the 1997-1998 or the 1998-1999 Hourly Wage Rate Schedules (*Appendix B*). However, should the District receive a reduction in its anticipated per pupil Foundation Grant, as the result of a Governor's Executive order and/or legislative action, the one percent (1.0%) off-Schedule wage amount may be reduced as provided in the attached *Letter of Understanding*.

3. For the 1998-1999 contract year, the 1997-1998 Hourly Wage Rate Schedule (*Appendix B*) shall be increased by one percent (1.0%).

Further, all Employees, who have not terminated their employment or are on a formal unpaid leave of absence (*see Article XVI*), will receive an additional one percent (1.0%) of their 1997-1998 annual regular income paid at the 1997-1998 step, as a one-time-only payment to be included in the first paycheck in March, 1999. This amount will not be incorporated into the 1998-1999 Hourly Wage Rate Schedule (*Appendix B*). However, should the District receive a reduction in its anticipated per pupil Foundation Grant, as the result of a Governor's Executive order and/or legislative action, the one percent (1.0%) off-Schedule wage amount may be reduced as provided in the attached *Letter of Understanding*.

- B. The hourly rates shown on the Hourly Wage Rate Schedule (*Appendix B*) are based on full-time employment in the specified position(s).
- C. Appendix B Placement:
1. A new Employee without experience shall be placed on Step 1 of the Hourly Wage Rate Schedule (*Appendix B*).
 2. A new Employee will be placed on Step 2 or Step 3 of the Hourly Wage Rate Schedule (*Appendix B*) if his/her previous work experience is directly related to the job Classification (*Appendix A*). Placement on the Hourly Wage Rate Schedule (*Appendix B*) shall be determined by the Superintendent, or his/her designee.
 3. An Employee will advance a step on the Hourly Wage Rate Schedule (*Appendix B*) on the anniversary date of his/her employment in a bargaining unit position.
- D. When an Employee is directed to work in a higher Classification, the District will pay the Employee the higher hourly wage rate after he/she has filled such assignment for three (3) consecutive work days or more. After being in the higher Classification for the specified period, the higher hourly wage rate shall be retroactive to the first day in the assignment.
- E. Before the first pay day of the *new* work year all Employees whose work year is less than two hundred fifty (250) work day, *formerly fifty-two (52) week*, shall be given an opportunity to indicate whether they wish to be paid on a twenty-six (26) pay or twenty-one (21) pay schedule throughout the year. No changes may be made in the method of payment except in cases of emergency.

F. Longevity:

1. The hourly wage rate of all Employees who were employed on or before June 30, 1996, shall be increased as follows:
 - a. an additional three percent (3%) of the Employee's base hourly wage rate at the beginning of the tenth (10) year through the end of the fourteenth (14) year; or
 - b. an additional six percent (6%) of the Employee's base hourly wage rate at the beginning of the fifteenth (15) year through the end of the nineteenth (19) year; or
 - c. an additional nine percent (9%) of the Employee's base hourly wage rate at the beginning of the twentieth (20) year and continuing each employment year thereafter.
2. Individuals who are employed on or after July 1, 1996, shall not be eligible for longevity payments.

G. Unused Paid (Sick) Leave Allowance Days Compensation:

An Employee will be compensated for his/her accumulated unused paid (*sick*) leave allowance days based on the following criteria:

1. An Employee with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated paid (*sick*) leave allowance days.
2. To receive compensation, the Employee may not use more than six (6) days per year of his/her accumulated paid (*sick*) leave allowance days during five (5) of the ten (10) years preceding the severance of employment.
3. At the time of severance, an Employee with an accumulation of 133 through 147 paid (*sick*) leave allowance days will be compensated for thirty (30) of the days at a rate of \$40 per day; or

At the time of severance, an Employee with an accumulation of 118 through 132 paid (*sick*) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$30 per day; or

At the time of severance, an Employee with an accumulation of 102 through 117 paid (*sick*) leave allowance days will be compensated for twenty (20) of the days at a rate of \$20 per day.

H. Severance Incentive:

The District may offer a severance incentive during the life of this Agreement.

ARTICLE XXV

INSURANCE PROTECTION

A. Health Care Insurance:

The District agrees to provide, without cost to full-time, actively-employed Employees, health care insurance benefits as follows:

1. Employees may choose one (1) of the following three (3) plans:

- a. **PLAN I:** Full hospitalization and major medical protection for the Employee and his/her family under Blue Cross-Blue Shield Health Care MVF, MM, Options II.
- b. **PLAN II:** Full hospitalization and major medical protection for the Employee and his/her family under *MESSA* Super Care 1 Group Life, Accidental Death and Dismemberment and Health Care Plan.
- c. **PLAN III:** Based on the number of bargaining unit members selecting Plan III, the following monthly sum will be paid in cash or will be applied to any tax sheltered annuity plan, as designated by the Employee:

1-15 Employees:	\$100 each, per month
16-20 Employees:	\$200 each, per month
21, and above, Employees:	\$300 each, per month

If a total of sixty-five (65) bargaining unit members and members of the Novi Education Association select Plan III, the sum of \$300 per month will be provided, as indicated above, to each secretarial/clerical/paraprofessional/technical Employee.

2. The Employee and the District will share the cost of health care insurance premiums as follows:

30 - 40 hour Employees:	Provided without cost to the Employee.
-------------------------	--

20 - 29 hour Employees: The District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).

less than 20 hour Employees: The District will contribute thirty percent (30%); the Employee will contribute seventy percent (70%).

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

The Employee's contribution shall be through Payroll deduction.

4. The parties agree that dual coverage of health care insurance is prohibited. An Employee who is entitled to benefits under another health care insurance plan, which is at least comparable to that provided by the District (*Blue Cross-Blue Shield or MESSA*), shall not be eligible for the District provided health care insurance.

An Employee who is discovered to have provided false certification of coverage(s) shall immediately be removed from the District's health care insurance program and shall not be eligible for the benefits under Plan III for the remainder of the work year.

B. Dental Care Insurance:

The District shall make available a dental care insurance plan that will include the following benefits:

1. **Basic Dentistry --**

A benefit level of fifty percent (50%) minimum; ten percent (10%) annual utilization incentive to a maximum in five (5) years to one hundred (100%) with no deductible.

The requirements of the incentive plan shall be determined by the carrier.

2. **Major Dentistry --**

A benefit level of fifty percent (50%) with no deductible.

3. The District shall be responsible, as follows, for the payment of premiums for Employees in the following categories:

Single;
Self and Spouse;
Full Family; or
Self and Children.

4. The Employee and the District will share the cost of the dental care insurance premiums as follows:

30 - 40 hour Employees: provided without cost to the Employee.

20 - 29 hour Employees: the District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).

less than 20 hour Employees: the District will contribute thirty percent (30%); the Employee will contribute seventy percent (70%).

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

The Employee's contribution shall be through Payroll deduction.

C. Vision Care Insurance:

The District shall provide all Employees and their eligible dependents the following vision care plan:

Examination	80% of R and C; once every 12 months
Regular Lenses	80% of R and C; once every 12 months
Bifocal Lenses	80% of R and C; once every 12 months
Trifocal Lenses	80% of R and C; once every 12 months
Lenticular Lenses	80% of R and C; once every 12 months
Frames	80% of R and C; once every 12 months

Contact Lenses

80% of R and C; following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye except by their use.

If contact lenses are chosen in lieu of the glasses available under the plan, an allowance of sixty-four dollars (\$64) will be paid toward their cost.

An examination, frames, and one (1) set of corrective lenses (*regular glasses, prescription sunglasses, photogrey lenses or contact lenses*) will be provided once during the twelve (12) month policy year (*July 1 through June 30*). Eighty percent (80%) of the Reasonable and Customary (*R and C*) charges (*see above*) for the noted benefits will be paid.

D. Group Term Life Insurance:

The District shall provide group term life, accidental death and dismemberment, insurance in the amount of \$30,000 for all Employees.

The \$30,000 will be paid to the Employee's designated beneficiary.

E. The District will pay insurance premiums for twelve (12) months (*September 1 through August 31*).

If an Employee terminates his/her employment during the work year, the District will not be obligated to provide insurance coverage beyond the date of the Employee's termination of employment.

F. The District, by payment of the premium amounts required to provide the coverage(s) listed above, shall be relieved from all liability related to the benefits provided.

G. The failure of an insurance company to provide any of the benefits for which it has contracted, for any reason, shall not result in any liability to the District or the Association nor shall the failure be considered a breach by either of them of any obligation.

Disputes between an Employee, and/or his/her beneficiaries, and any insurance company shall not be subject to the Grievance Procedure (*Article V*).

- H. The District will provide all Employees with the necessary forms to apply for the insurance coverage(s) listed in this Article.

The forms to select insurance coverage(s) will be made available in a timely fashion.

- I. During the month of September, the District will make available, at each work location, the forms necessary to change and/or add insurance coverage(s).

- J. It shall be the Employee's responsibility to complete the insurance authorization forms.

The coverage(s) shall commence on the first of the month following completion of the form(s) and submission of the form(s) to the Superintendent, or his/her designee.

The District or the Association will not be held liable for any loss suffered due to the failure of the Employee to provide all the required information and completed forms.

- K. During this Agreement, should any of the listed health care insurance carriers change the noted coverage, the parties agree to discuss possible alternative coverage.

- L. An Employee may purchase, at his/her own expense and through Payroll deduction, other benefit(s) and/or option(s) provided by the Michigan Educational Special Services Association (*MESSA*).

ARTICLE XXVI

NEGOTIATION PROCEDURES

- A. On or before April 1, 1999, at the request of either party, collective bargaining will be undertaken for a successor Agreement.
- B. The parties bargaining representation will be selected and governed by the Public Employees Relations Act (*PERA*). No Agreement shall be executed as final without ratification by the Association and the Board of Education.
- C. If the parties fail to reach an agreement on a successor Agreement, the parties will seek the assistance of the Michigan Employment Relations Commission (*MERC*).
- D. There shall be three (3) signed original copies of the ratified Agreement ([1] for the Association; [1] for the Board; and [1] for the Superintendent, or his/her designee).
- E. Copies of this Agreement titled *Agreement between the Novi Community School District and the Novi Educational Support Personnel Association, MEA/NEA*, shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and presented to all current Employees, individuals hereafter employed, or individuals considered for employment, by the District.

Further the District shall furnish twenty (20) copies of this Agreement to the Association for its use.

ARTICLE XXVII

NO STRIKE

During the life of this Agreement, the Association, its members or its agents, will not participate in a strike and/or a slowdown that would interfere with the operation of the District.

ARTICLE XXVIII

MISCELLANEOUS PROVISIONS

- A. Representatives of the District and the Association will meet, as necessary, for the purpose of reviewing and attempting to resolve problems that may arise out of the administration of this Agreement. The meetings may be requested by either party.
- B. An individual contract between the District and an Employee shall not be inconsistent with the provisions of this Agreement.
- C. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- D. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
- E. Consistent with available finances and resources, the District agrees to keep the work locations reasonably equipped and maintained.
- F. The District shall reimburse an Employee, up to a maximum of \$200 per incident, for the loss, damage, or destruction of personal property which was previously approved by the Superintendent, or his/her designee, for the Employee to use in his/her work assignment.

ARTICLE XXIX

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1996 and shall continue in effect until the end of the day on June 30, 1999.

This Agreement shall not be extended orally. It is understood that this Agreement shall expire of the date indicated.

Dated this Twentieth day of June, 1996.

**NOVI EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

By: Andrea Timreck
Andrea Timreck, *President*

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

**NOVI COMMUNITY SCHOOLS
BOARD OF EDUCATION**

By: John Streit
John Streit, *President*

By: Julia Abrams
Julia Abrams, *Secretary*

MEMBERS OF THE BOARD OF EDUCATION

Julia Abrams
John Balagna
Raymond Byers

Carol Elfring
George Kortlandt
Ann Newton

John Streit

**NOVI EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
BARGAINING TEAM MEMBERS**

Mary Abraham
M. Jean Rose
Andrea Timreck

**NOVI COMMUNITY SCHOOLS
BARGAINING TEAM MEMBERS**

James Koster
Robert Schram
Donna Tinberg

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APPENDIX A
CLASSIFICATIONS
(For Compensation Purposes)

Level A-1

Executive Secretary *

Level A

Accounting Assistant
Accounting/Purchasing Agent
Communications/Publications Assistant
Community Education Assistant
Data Processing Technician
Instructional Technology Assistant
Secretary - High School Principal

Level B

Accounts Payable Clerk
C.A.R.E. Leader B **
Elementary Secretary/Paraprofessional
Paraprofessional B **
Media Clerk/Clerical B **
Secretary, High School Administrative Staff
Secretary, Middle School Administrative Staff
Secretary, Novi Meadows
Secretary, Elementary Principal
Secretary, Director of Athletics/Physical Education
Secretary, Director of Maintenance and Operations
Secretary, Directors of Special Education and Food Service
Secretary, Office of Personnel/Substitutes
Secretary, Supervisor of Special Programs

Level C

C.A.R.E. Leader C
I.T.C. Clerk/Clerical
Media Clerk/Clerical C
Paraprofessional C
Receptionist/Secretary (*Office Personnel and Community Services*)

Level D

Clerk/Clerical
Receptionist/Clerical

Level E

Clerk

- * Position formerly known as *Executive Secretary-Associate Superintendent* to be returned to the bargaining unit upon the retirement/resignation of the incumbent.
- ** Requires two (2) years of college and/or university credit or five (5) years of Novi experience in the Classification. (*Experience credit shall be based on the Employee's anniversary date of employment in the Classification.*)

APPENDIX A

CLASSIFICATIONS (For Layoff/Bumping Purposes)

[Positions are listed in alphabetical order within the Level, not by seniority of the individual(s) assigned to the position]

Level A-1 (250 Work Days, 8 hours per day)

Executive Secretary

Level A-2 (250 Work Days, 8 hours per day)

Accounting Assistant
Accounting/Purchasing Agent
Communications/Publications Assistant
Community Education Assistant
Data Processing Technician
Instructional Technology Assistant
Secretary - High School Principal

Level B-1 (250 Work Days, 8 hours per day)

Accounts Payable Clerk
Secretary, Director of Maintenance and Operations
Secretary, Office of Personnel/Substitutes

Level B-2 (215 Work Days, 8 hours per day)

Secretary, High School Administrative Staff, *Attendance*
Secretary, High School Administrative Staff, *Counseling*
Secretary, Middle School Administrative Staff, *Principal*

Level B-3 (205 Work Days, 8 hours per day)

Elementary Secretary/Paraprofessional
Paraprofessional B, Middle School
Paraprofessional B, Novi Meadows
Secretary, Director of Athletics/Physical Education
Secretary, Directors of Special Education and Food Service
Secretary, Elementary Principal
Secretary, High School Administrative Staff, *Bookkeeping*
Secretary, Middle School Administrative Staff
Secretary, Novi Meadows Administrative Staff
Secretary, Supervisor of Special Programs

Level B-4 (187 to 189 Work Days, 8 hours per day)

Media Clerk/Clerical B

Level B-5 (187 to 189 Work Days [teacher work schedule], 7 hours per day)

Paraprofessional B

Level C-1 (205 Work Days, 8 hours per day)

Receptionist/Secretary (Office Personnel and Community Services)

Level C-2 (205 Work Days, 8 hours per day)

I.T.C. Clerk/Clerical

Level C-3 (187 to 189 Work Days, 8 hours per day)

Media Clerk/Clerical C

Level C-4 (187 to 189 Work Days [teacher work schedule], 7 hours per day)

Paraprofessional C

Level D (195 Work Days, less than 8 hours per day)

Clerk/Clerical

Receptionist/Clerical

Level E (195 Work Days, less than 8 hours per day)

Clerk

C.A.R.E. PROGRAM

(BUMPING ONLY OCCURS WITHIN THE PROGRAM)

Level B

C.A.R.E. Leader B

Level C

C.A.R.E. Leader C

APPENDIX B

HOURLY WAGE RATE SCHEDULE

1996-1997

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$14.61	\$15.07	\$15.57	\$16.12	\$16.72	\$17.38
A	\$12.00	\$12.45	\$12.96	\$13.50	\$14.10	\$14.77
B	\$11.66	\$12.11	\$12.61	\$13.17	\$13.77	\$14.42
C	\$11.26	\$11.71	\$12.21	\$12.76	\$13.35	\$14.03
D	\$10.15	\$10.61	\$11.11	\$11.66	\$12.25	\$12.89
E	\$9.75	\$10.20	\$10.71	\$11.25	\$11.85	\$12.51

Employees who were employed prior to July 1, 1996, will be placed on the corresponding step starting with Step Three (3) of the above Hourly Wage Rate Schedule.

The above Hourly Wage Rate Schedule shall take effect July 1, 1996.

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APPENDIX C
GRIEVANCE FORM

Grievance # _____

Contract Year 19__-19__

Distribution of Forms:

- | | | |
|----------------|-----------------------------|-----------------|
| 1. Employee | 3. Administrator/Supervisor | 5. School Board |
| 2. Association | 4. Superintendent/Designee | 6. Arbitrator |

NAME OF GRIEVANT: _____

Classification: _____

Work Location: _____

LEVEL ONE:

Statement of Grievance: _____

Relevant Agreement (Contract) Provision(s): _____

Date Grievance Occurred: _____

Relief Sought: _____

Signature of Grievant: _____ Date: _____

Date of Level One Decision: _____

Disposition: _____

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APPENDIX D

VACATION TIME/ALLOWANCE CHART

<u>BARGAINING UNIT YEARS OF SERVICE COMPLETED</u>	<u>250-DAY EMPLOYEE TIME</u>	<u>LESS THAN 250- DAY EMPLOYEE ALLOWANCE</u>
Less than 1 Year	0.0 Days	0.0 Days
1 Year	7.0 Days	5.0 Days
2 Years	12.0 Days	10.0 Days
3 Years	12.0 Days	10.0 Days
4 Years	12.0 Days	10.0 Days
5 Years	12.0 Days	10.0 Days
6 Years	15.0 Days	10.0 Days
7 Years	15.0 Days	10.0 Days
8 Years	15.0 Days	10.0 Days
9 Years	15.0 Days	15.0 Days
10 Years	20.0 Days	15.0 Days
11 Years	20.0 Days	15.0 Days
12 Years	20.0 Days	15.0 Days
13 Years	20.0 Days	15.0 Days
14 Years	20.0 Days	15.0 Days
15 Years	20.0 Days	15.0 Days
16 Years	20.0 Days	15.0 Days
17 Years	20.0 Days	15.0 Days
18 Years	20.0 Days	15.0 Days
19 Years	20.0 Days	15.0 Days
20 Years	20.0 Days	15.0 Days
Beyond 20 Years	20.0 Days	15.0 Days

Vacation time/allowance is *pro-rated* for less than full-time Employees

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LETTER(S) OF UNDERSTANDING

Alternative Insurance Plans Committee

The parties agree that a committee, composed of representatives appointed by the respective party, shall be established to develop alternative insurance plans, including a *flexible benefits* cafeteria program and a MESSA-PAK program.

The Committee shall complete its work and make a recommendation to the parties (*current Bargaining Team Members*) no later than December 1, 1996.

It is anticipated that the alternative insurance plans will be available no later than February 1, 1997, and will be incorporated into this Agreement.

Implementation of New and/or Significantly Changed Programs

The parties agree that representatives of the Association shall be involved in the development and implementation of new and/or significantly changed programs.

Reduction of One Percent (1.0%) Off-Schedule Wages

Should the District receive a reduction of its anticipated per pupil Foundation Grant as the result of a Governor's Executive Order and/or legislative action (*see Article XXIV, Section A, 1-3*), the parties shall meet, upon request of either of them, to mutually determine how this Agreement's provision(s), *i.e., the March one percent (1.0%) off-Schedule wage increase*, will be modified.

Site-Based Committees

The parties agree that all *Site-Based-Decision-Making* Committees in the District should include members of the bargaining unit.

The Association President will be invited to designate bargaining unit members to serve as Association representatives on the Committees.

FOR INFORMATIONAL PURPOSES ONLY

Through ongoing discussions, the parties have agreed that they will continue to pursue the issues of:

Reclassification of Positions;

Staffing Concerns;

Development and Implementation of Student Coop Guidelines;

Implementation of the *Use of Volunteers' Guidelines*; and

Development and Implementation of *Violence In The Workplace Plans* on a building basis, as well as on a District-wide basis.

It is the intent of the parties to reach a conclusion on the above items no later than February 1, 1997.

**THE MATERIAL ON THE FOLLOWING
PAGES IS PROVIDED FOR INFOR-
MATIONAL PURPOSES.**

**THE TEACHERS' WORK CALENDAR
IS NOT SUBJECT TO NEGOTIATIONS
BY THE NOVI EDUCATIONAL SUP-
PORT PERSONNEL ASSOCIATION.**

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NOVI EDUCATION ASSOCIATION/NOVI COMMUNITY SCHOOL DISTRICT'S

1996-1997 School Calendar

Thursday	August 22	All Teachers report/Professional Development
Friday	August 23	Professional Development Day, no students
Monday	August 26*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 2	Labor Day, no school
Tuesday	September 3	Classes resume
Friday	October 25	Professional Development Day, no students
Wednesday	November 27	Thanksgiving Recess begins at end of school day
Monday	December 2	Classes resume
Friday	December 20	Winter Recess begins at end of school day
Monday	January 6	Classes resume
Friday	January 17	Records Day, no students
Friday	February 14	Mid-Winter Recess begins at end of school day
Monday	February 24	Classes resume
Thursday	March 27	Spring Recess begins at end of school day
Monday	April 7	Classes resume
Friday	May 2	Professional Development Day, no students
Monday	May 26	Memorial Day, no school
Thursday	June 12(a)	Last Day for Students Students A.M./Professional Development P.M.
Friday	June 13(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
181 Student Days, 187 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1996-1997 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
1996						1997					
July	1	2	3	4	5	Jan.			1	2	3]
	8	9	10	11	12		6	7	8	9	10
0 TCHR..	15	16	17	18	19	20 TCHR..	13	14	15	16	{17}
0 STU.	22	23	24	25	26	19 STU.	20	21	22	23	24
	29	30	31				27	28	29	30	31
Aug.				1	2	Feb.	3	4	5	6	7
	5	6	7	8	9	15 TCHR..	10	11	12	13	14
7 TCHR..	12	13	14	15	16	15 STU.	[17	18	19	20	21]
5 STU.	19	20	21	(22	23)		24	25	26	27	28
	26*	27	28	29	30						
Sept.	[2]	3	4	5	6	Mar.	3	4	5	6	7
	9	10	11	12	13		10	11	12	13	14
20 TCHR..	16	17	18	19	20	19 TCHR..	17	18	19	20	21
20 STU.	23	24	25	26	27	19 STU.	24	25	26	27+	[28
	30						31				
Oct.		1	2	3	4	Apr.		1	2	3	4]
	7	8	9	10	11		7	8	9	10	11
23 TCHR..	14	15	16	17	18	18 TCHR..	14	15	16	17	18
22 STU.	21	22	23	24	(25)	18 STU.	21	22	23	24	25
	28	29	30	31			28	29	30		
Nov.					1	May				1	(2)
	4	5	6	7	8		5	6	7	8	9
19 TCHR..	11	12	13	14	15	21 TCHR..	12	13	14	15	16
19 STU.	18	19	20	21	22	20 STU.	19	20	21	22	23
	25	26	27+	[28	29]		[26]	27	28	29	30
Dec.	2	3	4	5	6	June	2	3	4	5	6
	9	10	11	12	13		9	10	11	12^	13°
15 TCHR..	16	17	18	19	20	10 TCHR..	16	17	18	19	20
15 STU.	[23	24	25	26	27	9 STU.	23	24	25	26	27
	30	31					30				

181 Pupil-Instructional Days and 187 Teacher Work Days

- | | |
|---|--|
| <ul style="list-style-type: none"> () Professional Development Day, No Students { } Records Day ^ Students A.M./Professional Development P.M. * Students A.M./No Kindergarten Students/Teacher Work Day P.M. | <ul style="list-style-type: none"> [] Recess/Holiday, No School + Students A.M./Teacher Compensatory Time P.M. • Records Day/Last Teacher Work Day |
|---|--|

INCLUDED FOR INFORMATION PURPOSES ONLY

NOVI EDUCATION ASSOCIATION/NOVI COMMUNITY SCHOOL DISTRICT'S

1997-1998 School Calendar

Thursday	August 21	All Teachers report/Professional Development
Friday	August 22	Professional Development Day, no students
Monday	August 25*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 1	Labor Day, no school
Tuesday	September 2	Classes resume
Friday	October 24	Professional Development Day, no students
Wednesday	November 26	Thanksgiving Recess begins at end of school day
Monday	December 1	Classes resume
Friday	December 19	Winter Recess begins at end of school day
Monday	January 5	Classes resume
Friday	January 16	Records Day, no students
Friday	February 13	Mid-Winter Recess begins at end of school day
Monday	February 23	Classes resume
Thursday	April 9	Spring Recess begins at end of school day
Monday	April 20	Classes resume
Friday	May 8	Professional Development Day, no students
Monday	May 25	Memorial Day, no school
Friday	June 12(a)	Last Day for Students Students A.M./Professional Development P.M.
Monday	June 15(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
182 Student Days; 188 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1997-1998 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1997</u>						<u>1998</u>					
July		1	2	3	4	Jan.				1	2]
	7	8	9	10	11		5	6	7	8	9
<i>0 TCHR.</i>	14	15	16	17	18	<i>20 TCHR..</i>	12	13	14	15	[16]
<i>0 STU.</i>	21	22	23	24	25	<i>19 STU.</i>	19	20	21	22	23
	28	29	30	31			26	27	28	29	30
Aug.					1	Feb.	2	3	4	5	6
	4	5	6	7	8	<i>15 TCHR..</i>	9	10	11	12	13
<i>7 TCHR..</i>	11	12	13	14	15	<i>15 STU.</i>	[16	17	18	19	20]
<i>5 STU.</i>	18	19	20	(21	22)		23	24	25	26	27
	25*	26	27	28	29						
Sept.	[1]	2	3	4	5	Mar.	2	3	4	5	6
	8	9	10	11	12		9	10	11	12	13
<i>21 TCHR..</i>	15	16	17	18	19	<i>22 TCHR..</i>	16	17	18	19	20
<i>21 STU.</i>	22	23	24	25	26	<i>22 STU.</i>	23	24	25	27	27
	29	30					30	31			
Oct.			1	2	3	Apr.			1	2	3
	6	7	8	9	10		6	7	8	9+	[10
<i>23 TCHR..</i>	13	14	15	16	17	<i>16 TCHR..</i>	13	14	15	16	17]
<i>22 STU.</i>	20	21	22	23	(24)	<i>16 STU.</i>	20	21	22	23	24
	27	28	29	30	31		27	28	29	30	
Nov.	3	4	5	6	7	May					1
<i>18 TCHR..</i>	10	11	12	13	14		4	5	6	7	(8)
<i>18 STU.</i>	17	18	19	20	21	<i>20 TCHR..</i>	11	12	13	14	15
	24	25	26+	[27	28]	<i>19 STU.</i>	18	19	20	21	22
							[25]	27	27	28	29
Dec.	1	2	3	4	5	June	1	2	3	4	5
	8	9	10	11	12		8	9	10	11	12^
<i>15 TCHR..</i>	15	16	17	18	19	<i>11 TCHR..</i>	15°	16	17	18	19
<i>15 STU.</i>	[22	23	24	25	26	<i>10 STU.</i>	22	23	24	25	26
	29	30	31				29	30			

182 Pupil-Instructional Days and 188 Teacher Work Days

- | | |
|--|---|
| <p>() Professional Development Day, No Students</p> <p>{ } Records Day</p> <p>^ Students A.M./Professional Development P.M.</p> <p>• Students A.M./No Kindergarten Students/Teacher Work Day P.M.</p> | <p>[] Recess/Holiday, No School</p> <p>+ Students A.M./Teacher Compensatory Time P.M.</p> <p>• Records Day/Last Teacher Work Day</p> |
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INCLUDED FOR INFORMATION PURPOSES ONLY

NOVI EDUCATION ASSOCIATION/NOVI COMMUNITY SCHOOL DISTRICT'S

1998-1999 School Calendar

Thursday	August 20	All Teachers report/Professional Development
Friday	August 21	Professional Development Day, no students
Monday	August 24*	First Day of School Students A.M./Teacher Work Day P.M.
Monday	September 7	Labor Day, no school
Tuesday	September 8	Classes resume
Friday	October 23	Professional Development Day, no students
Wednesday	November 25	Thanksgiving Recess begins at end of school day
Monday	November 30	Classes resume
Tuesday	December 22	Winter Recess begins at end of school day
Monday	January 4	Classes resume
Friday	January 15	Records Day, no students
Friday	February 12	Mid-Winter Recess begins at end of school day
Monday	February 22	Classes resume
Thursday	April 1	Spring Recess begins at end of school day
Monday	April 12	Classes resume
Friday	May 7	Professional Development Day, no students
Monday	May 31	Memorial Day, no school
Thursday	June 10(a)	Last Day for Students Students A.M./Professional Development P.M.
Friday	June 11(a)	Records Day/Last Day for Teachers

* No Kindergarten students on this day
183 Student Days, 189 Teacher Days

(a) May be rescheduled, depending upon the number of academic days canceled.

1998-1999 CALENDAR

	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<u>1998</u>						<u>1999</u>					
July			1	2	3	Jan.					1]
	6	7	8	9	10		4	5	6	7	8
0 TCHR.	13	14	15	16	17	20 TCHR.	11	12	13	14	{15}
0 STU.	20	21	22	23	24	19 STU.	18	19	20	21	22
	27	28	29	30	31		25	26	27	28	29
Aug.	3	4	5	6	7	Feb.	1	2	3	4	5
	10	11	12	13	14	15 TCHR.	8	9	10	11	12
8 TCHR.	17	18	19	(20 21)		15 STU.	[15 16 17 18 19]				
6 STU.	24*	25	26	27	28		22	23	24	25	26
	31										
Sept.		1	2	3	4	Mar.	1	2	3	4	5
	[7]	8	9	10	11		8	9	10	11	12
21 TCHR.	14	15	16	17	18	23 TCHR.	15	16	17	18	19
21 STU.	21	22	23	24	25	23 STU.	22	23	24	25	26
	28	29	30				29	30	31		
Oct.				1	2	Apr.				1+	[2
	5	6	7	8	9		5	6	7	8	9]
22 TCHR.	12	13	14	15	16	16 TCHR.	12	13	14	15	16
21 STU.	19	20	21	22	(23)	16 STU.	19	20	21	22	23
	26	27	28	29	30		26	27	28	29	30
Nov.	2	3	4	5	6	May	3	4	5	6	(7)
	9	10	11	12	13		10	11	12	13	14
19 TCHR.	16	17	18	19	20	20 TCHR.	17	18	19	20	21
19 STU.	23	24	25+	[26 27]		19 STU.	24	25	26	27	28
	30						[31]				
Dec.		1	2	3	4	June		1	2	3	4
	7	8	9	10	11		7	8	9	10^	11°
16 TCHR.	14	15	16	17	18	9 TCHR.	14	15	16	17	18
16 STU.	21	22	[23 24 25			8 STU.	21	22	23	24	25
	28	29	30	31			28	29	30		

183 Pupil-Instructional Days and 189 Teacher Work Days

- | | |
|---|--|
| <ul style="list-style-type: none"> () Professional Development Day, No Students { } Records Day ^ Students A.M./Professional Development P.M. * Students A.M./No Kindergarten Students/Teacher Work Day P.M. | <ul style="list-style-type: none"> [] Recess/Holiday, No School + Students A.M./Teacher Compensatory Time P.M. • Records Day/Last Teacher Work Day |
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INCLUDED FOR INFORMATION PURPOSES ONLY

NOVI COMMUNITY SCHOOLS POLICY 5000.17

STUDENTS

Student Medication Policy (Grades K-8)

1. No medication may be prescribed or recommended by school personnel.
2. Medication, when it must be taken by a student during school hours, must be conveyed to the school office by a parent or guardian (not sent by the child in lunch boxes, etc.). If the medication must also be taken at home, the supply should be packaged in two separate containers one of which may be kept at school.
3. The "Medication Permission and Instructions" form must be completed by the parent/guardian, whose signature shall represent authorization for school personnel to administer the prescribed medication.
4. The student's teacher(s) should be notified that the student is on medication and the times of the day when the medication is to be administered.
5. Medication shall be kept either in a locked compartment in the office or in a place to which students do not have access.
6. Medication shall be administered in the office by the principal or teacher in the presence of another adult.
7. A record must be kept of all medication dispensed, the signatures of the dispenser and witness affixed and pertinent comments may be noted.
8. In the event of adverse reactions, a notation must be made and the parent/guardian or doctor immediately notified.
9. School communications with the physician should be made through the parent/guardian unless (a) the parent requests that information be given directly to the doctor, or (b) an emergency arises and the parent/guardian cannot be contacted.
10. School personnel should report to the office any student who is detected taking medication in school contrary to the established policy and procedure.
11. The school district will not be responsible for any student who neglects taking his or her medicine due to forgetfulness or "on purpose".

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