

**AGREEMENT**  
**BETWEEN THE**  
**NOVI COMMUNITY SCHOOL DISTRICT**  
**AND THE**  
**NOVI EDUCATIONAL SUPPORT**  
**PERSONNEL ASSOCIATION**  
**NESPA**

**November 20, 2020 - June 30, 2023**



## TABLE OF CONTENTS

+++++++	Preface.....	1
+++++++	Witnesseth.....	2
Article 1	Recognition.....	3
Article 2	Rights of the Board.....	4
Article 3	Association Rights.....	5
Article 4	Grievance Procedure.....	7
Article 5	Employee Rights.....	11
Article 6	Employee's Personnel File.....	13
Article 7	Employee Health Certification.....	14
Article 8	Absence Policies.....	15
Article 9	Sick Leave Bank.....	19
Article 10	Building or District Closure.....	20
Article 11	Employment Status.....	21
Article 12	Employee Evaluation.....	22
Article 13	Seniority.....	23
Article 14	Layoff and Recall.....	25
Article 15	Leaves of Absence.....	28
Article 16	Termination of Employment or Resignation.....	33
Article 17	New and/or Revised Positions.....	34
Article 18	Discipline and Discharge of Permanent Employees.....	36
Article 19	Vacancies, Promotions and Transfers.....	37
Article 20	Work Schedule.....	40
Article 21	Holidays.....	43
Article 22	Vacation.....	44
Article 23	Compensation.....	46
Article 24	Insurance Protection.....	49
Article 25	Negotiation Procedures.....	54
Article 26	No Strike.....	55
Article 27	Miscellaneous Provisions.....	56
Article 28	Duration of Agreement.....	58
Appendix A	Classification Listings.....	59
Appendix A-1	Classifications Layoff/Bumping Chart.....	60
Appendix B	Hourly Wage Rate Schedules.....	61
Appendix C	Grievance Form.....	62
*****	Letter(s) of Understanding.....	65
*****	NESPA Work Day Calendars.....	66
*****	Index.....	67

## **PREFACE**

This Agreement entered into this twentieth day of November, 2020, 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 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 1**

### **RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all secretarial, paraprofessional and clerical who are employed by the District and/or on a Board approved leave of absence and who are regularly scheduled to work ten (10) or more hours per week. Such representation shall exclude the Executive Assistant to the Superintendent, the Executive Assistant to the Assistant Superintendent of Human Resources (Negotiations), the Executive Assistant to the Assistant Superintendent of Academics, the Executive Assistant to the Assistant Superintendent of Business and Operations, 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; excepting that the Board may continue to negotiate with those organizations which the Board already contracts and who represent other support personnel besides secretarial, paraprofessional, clerical, and technical staff.
- 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 2**

### **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;
  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 Revised School Code 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 3**

### **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. 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. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.

A room shall be made available on workdays during the time that a custodian is assigned to the building, upon request, provided it does not interfere with other scheduled activities.

- C. The Association shall have the right to use District mail and 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. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.
- D. 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. Such use shall not violate the Campaign Finance Act and shall be on the same terms as other similar organizations.

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

- E. As soon as possible, but within thirty (30) workdays following receipt of a written request, the Parties shall make available to the other Party, 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 as allowed pursuant to rules promulgated under PERA.
- F. 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.
- G. 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.

- H. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement; excepting that the Board may continue to negotiate with those organizations which the Board already contracts and who represent other support personnel besides secretarial, paraprofessional, clerical, and technical staff.
  
- I. 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. Such time shall be used for Association training and workshops related to contract maintenance, bargaining, and other related Association activities which benefit all unit members.

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 4

### 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 to the extent possible.

#### C. Procedure

##### 1. **Level One**

Within thirty (30) days of the occurrence of an alleged grievance, as defined above, or thirty (30) 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 or appropriate District administrator. The Grievant may request Association representation.

##### 2. **Level Two**

- a. Within fourteen (14) days of the Level One meeting and the grievance is not resolved informally at Level One, it shall be reduced to writing, using the form provided (Appendix C), and presented to the immediate administrative supervisor or District administrator.

The Grievant may request Association representation.

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

##### 3. **Level Three**

- a. Within fourteen (14) days after the delivery of the immediate administrative supervisor's or District administrator's decision, the grievance may be appealed in writing to

the Superintendent, or his/her designee. Either party may request a meeting to discuss the grievance prior to a decision being made.

- 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 or District administrator, 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. This level may be waived with mutual agreement of the parties.
- b. At the next regularly scheduled Board meeting at least fourteen (14) 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 twenty (20) 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, except confidential informants pursuant to PERA.

**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 12).
  - (c) Any matter raised in another forum.

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) and any necessary witnesses 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, unless otherwise required by the Bullard-Plawecki Employee Right to Know Act.
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 as allowed by PERA.
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 in accordance with the rules contained herein.

## ARTICLE 5

### 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. In compliance with Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990, it is the policy of the Novi Community School District, and the Association, that no person shall on the basis of race, color, religion, national origin or ancestry, sex (including sexual orientation or transgender identity), age, disability, height, genetic discrimination, weight, marital or family status, military status, or any other legally protected category be illegally excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity, or service or in employment.
- C. 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, or to refrain from any of the above activities.

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, or the Employees decision to refrain from any of the above activities.

- D. 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.

- E. 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 Revised School Code in handling the situation.

- F. 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.
- G. The District's administration and the Employees will comply with the Board's student medication policy and procedure regarding the administering of medication to students.

No Employee shall prescribe or recommend medication for students.

- H. An Employee who voluntarily severs his/her employment, excluding resignations in lieu of termination, shall be compensated for accumulated sick leave allowance. (see Article 23), compensatory time (see Article 20, D, 2) and vacation time/allowance (see Article 22) benefits. All other rights and privileges provided in this Agreement will become null and void.
- I. An Employee who handles District funds shall not be held liable for any losses unless there is evidence of negligence and/or malfeasance by the Employee.
- J. Upon approval, Employees shall be reimbursed at the mileage rate allowed by the Internal Revenue Service.
- K. 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 and shall comply with the Campaign Finance Act.
- L. 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.
- M. 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 6

### 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, if known or the investigation substantiates the misconduct. 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 as allowed pursuant to the Bullard-Plawecki Right to Know Act.
- F. An Employee shall have the right to file a written reply to any evaluative or disciplinary report placed in his/her personnel file as allowed pursuant to the Bullard-Plawecki Right to Know Act.
- G. 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 18).

## **ARTICLE 7**

### **EMPLOYEE HEALTH CERTIFICATION**

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

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



## ARTICLE 8

### 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. illness, or temporary physical disability of the Employee;
  - b. illness in the immediate family; or
  - c. temporary physical disability of immediate family member.
  - d. extraordinary emergency situations with the approval of the Assistant Superintendent of Human Resources, whose decision shall not be grievable.

Annual sick leave allowance shall be pro-rated for Employees working less than full-time. Full-time shall be defined as in Article 20.

Annual sick leave allowance will be pro-rated for any employee who resigns or is on an unpaid leave for one-half (1/2) or more of their work year.

The maximum accumulation of sick leave allowance shall be 188 days. However, once the maximum of 188 days is reached, the current year's absences will be deducted first from that year's credit of fifteen (15) days.

C.A.R.E. Leaders may use sick days during non-contract summer work.

2. The Employee's available sick leave allowance will be provided on their semi-monthly pay stub.

(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. In addition to the above leave days, an employee shall be allowed up to three (3) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

4. The term immediate family of the Employee shall be interpreted as spouse, parents, child(ren), siblings, step-relatives, grandparents, and grandchildren 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 Business 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 four (4) days of his/her sick leave allowance for the Employee's personal business. Personal Business days may not be used for vacation. Once an employee uses two (2) Personal Business days in a school year, they may be required to provide a reason for taking a third and fourth day.
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 (whether paid or unpaid), and/or the use of accumulated vacation time/allowance.

## **C. Attendance Incentive**

1. Two hundred fifty (250) workday 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 (\$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, two hundred ten (210) day, two hundred five (205) day, one hundred ninety-five (195) day, and one hundred eighty-two (182) day 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 quarter, shall receive an attendance incentive bonus of twenty five (\$25) for the quarter.
  - 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, vacation days, absences due to compliance with the ADA, FMLA, or USERRA, 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 workday, 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**

In case of an absence due to injury, illness, or disease incurred in the course of the Employee's employment chargeable to Worker's Compensation, the Employee may use any accumulated sick leave to offset the difference between the amount paid by Worker's Compensation and their regular wages.

#### **E. Legal Proceedings**

##### **1. Jury Duty -**

An Employee who is called for jury duty during the normal workday 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 workday, 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 taking vacation, personal business or compensatory time, the Employee shall enter the absence into the District's absence management system.
- H. An Employee absent ten (10) or more consecutive workdays 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 workdays.

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 10, Section B).

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 shall result in a loss of pay.

## **ARTICLE 9**

### **SICK LEAVE BANK**

An employee who has been absent due to an extended personal illness, and has exhausted his/her accumulated sick leave allowance hours, may request hours from the NESPA Sick Leave Bank according to the following provisions:

All members who apply for hours from the Sick Leave Bank must do so in writing and list and document the reason for their request for hours.

Hours may only be requested for use of the employee for their own personal illness.

No employee can request hours from the Sick Leave Bank until after completion of their Probationary Period.

A committee of NESPA representatives will receive written requests and decide on those requests.

Hours granted may not exceed the number of hours in the employee's personal bank at the beginning of the school year, or the necessary hours equivalent to thirty (30) times their regularly scheduled daily hours, whichever is less.

There will be a waiting period of five days before any hours from the Sick Leave Bank may be used.

The employee receiving the hours will repay the bank at the rate of the necessary hours equivalent to five (5) times their regularly scheduled daily hours per year.

If the employee leaves the district and has not repaid the full number of days hours granted from the Sick Leave Bank, the monetary value of those hours will be returned to the District. That monetary value will be deducted from any pay due the employee.

The Sick Leave Bank will be initially stocked with 100 days; one from each current NESPA member (90) and the balance (10) from the District. All new NESPA members will contribute the necessary hours equivalent to one (1) time their regularly scheduled daily hours to the bank at the end of their Probationary Period. The NESPA Board of Directors may assess up to the necessary hours equivalent to two (2) times their regularly scheduled daily hours per NESPA member to replenish the Bank.

## ARTICLE 10

### **BUILDING OR DISTRICT CLOSURE**

In the event that the District cannot provide pupil instruction because of conditions not within its control, those days may be added to the school calendar, as provided in applicable State law and/or regulations.

#### A. **Notification**

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 close a work site(s) and/or to close school(s) to students.

#### B. **District Closed**

When the Superintendent, or his/her designee, declares that the entire District is closed, all employees shall not report to work and shall receive their normal compensation. Any employee, who had previously arranged an absence or vacation day, shall not be charged for the day.

#### C. **Building/District Closed to Students**

When the Superintendent, or his/her designee, has not declared the entire district closed, but school has been cancelled, employees in the affected building(s) shall not report to work and shall receive their regular pay. When all district schools are closed, employees shall not report to work. Employees working 250 days shall have a choice of having a vacation day or personal business day deducted for each rescheduled day. Any employee who had previously arranged an absence on the cancelled day, shall not be charged for the day.

#### D. **Closure During the Workday**

In the event the District has decided to close a building or the entire District during the workday, Employees will be released as soon as possible, but no later than sixty (60) minutes after the release of students.

E. Deviations from this provision may be permitted by mutual agreement between the parties or in an emergency.

## ARTICLE 11

### EMPLOYMENT STATUS

#### A. Probationary Status

1. A new Employee must serve a probationary period of ninety (90) workdays per the Employee's work schedule.
2. 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.
3. The District may evaluate, in writing, the performance of all probationary Employees after sixty (60) workdays and at the end of the ninety (90) day probationary period.
4. 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. Paraprofessional Requirements

All paraprofessionals must meet Michigan Department of Education requirements as approved by the State Board of Education.

## ARTICLE 12

### EMPLOYEE EVALUATION

- A. Permanent Employees shall be evaluated every year by their immediate administrative supervisors (where appropriate, input may be requested from members of the Novi Education Association).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Human Resources. Copies of the evaluation form(s) are available at the Human Resource Office.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The Association will be notified of any Employee who is being evaluated due to a *Less Than Effective* job performance designation.
- E. Should an Employee receive a *Less Than Effective* designation rating, 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 13

### 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. Beginning July 1, 2017, seniority will no longer be pro-rated for less than full time employees.
- B. Employees in the Classifications of C.A.R.E Leader shall accumulate seniority in their own Classification only and shall not use their seniority for any other purpose.
- C. 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 determined to be the most senior.

- D. The Board will keep a Novi Educational Support Personnel Association - Seniority List up to date on a semi-annual basis, made available to the Association on November 1 and April 1, of each contractual year. Any changes in the lists will be mailed to the Association within one (1) week of the change.
- E. The seniority list shall contain the following information:

- Position #
- Employee's name
- Employee's seniority date
- Employee's hire date
- Employee's number of work days per year
- Employee's work hours per day
- Employee's FTE
- Employee's level
- Employee's assigned building(s)
- Employee's classification

- F. 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 workdays 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 may be terminated and the Employee may lose his/her seniority, after the Employee is provided with an opportunity for a due process hearing.)
5. The Employee does not return to work when recalled from layoff, as set forth in the Recall Procedure (see Article 14).
6. Failure to return from leave, or to file a request for leave extension, shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

## ARTICLE 14

### LAYOFF AND RECALL

#### A. Reduction in workforce

1. Whenever necessary, as determined by the Board, the District may reduce the number of positions in the bargaining unit.

When Employees are displaced due to a reduction in the workforce, the bumping process shall begin with the most senior Employee.

2. A displaced Employee bumping a less senior Employee must be qualified for the position.

To be deemed qualified to bump into a position, the displaced 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.

The parties will create an ad-hoc committee to determine assessments to be used along with updating job descriptions.

3. The process for a reduction in workforce shall be as follows:

- a. The District will identify the position(s) to be eliminated or reduced in hours.
- b. The District will notify the Association in writing forty (40) days in advance of any reduction in workforce, which will result in layoff.
- c. The District's representative(s) will meet with the Association representative(s) to provide the reason(s) for the reduction in workforce and to discuss alternatives.
- d. The Employee whose position will be affected by the reduction in workforce shall be given at least thirty (30) days written notice.
- e. An Employee who is displaced as a result of the reduction in workforce shall have the opportunity to bump according to the following process. If the displaced Employee chooses not to participate in the bumping process, he/she must notify the Assistant Superintendent of Human Resources, in writing, within two (2) business days after receipt of notice.

(1) The displaced Employee shall not be allowed to bump an Employee with more seniority or into a higher level.

(2) A full-time employee shall not be required to bump into a part-time position.

(3) The displaced Employee may bump up within a specified range of days as noted below, regardless of hours per day, which are covered under subsection (5) below:

182 workday Employees may bump up to 195-205 workdays  
195 workday Employees may bump up to 205-210 workdays  
205 workday Employees may bump up to 210-215 workdays  
210 workday Employees may bump up to 215-250  
215 workday Employees may bump up to 250 workdays  
250 workday Employees, no higher range available

- (4) The displaced Employee may bump down within a specified range of days as noted below, regardless of hours per day, which are covered under subsection (5) below:

182 workday Employees, no lower range available  
195 workday Employees may bump down to 182 workdays  
205 workday Employees may bump down to 195-182 workdays  
210 workday Employees may bump down to 205-195 workdays  
215 workday Employees may bump down to 210-205 workdays  
250 workday Employees may bump down to 215-210 workdays

- (5) The displaced Employee may bump up within a specified range of hours as noted below:

6-7 hour Employees may bump up to 7-8 hours  
5-6 hour Employees may bump up to 6-7 hours  
4-5 hour Employees may bump up to 5-6 hours  
3-4 hour Employees may bump up to 4-5 hours  
1-3 hour Employees may bump up to 3-4 hours

An Employee may bump down as many hours as possible.

- (6) The displaced Employee shall first bump the least senior Employee within the same group at the same level, if the displaced Employee is deemed qualified to fill that position. If the displaced Employee is deemed not qualified to take the position of the least senior Employee in their same group, the displaced Employee shall continue to bump in reverse order of seniority, within their same group and then within their same level until the displaced Employee bumps into a position (refer to Appendix A-1).
- (7) In the event that there is no Employee in the same level with less seniority than the displaced Employee, or in the event that there is no position within the same level for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee within their group at the next lower level. If the displaced Employee is deemed not qualified to take the position of the least senior Employee in their same group at the next lower level, the displaced Employee shall continue to bump in reverse order of seniority within the same group and then within the same level. The process shall continue until the Employee's options are exhausted.
- (8) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.

- (9) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
- f. Any employee who is to be laid off will be given at least thirty (30) business days written notice of layoff.
4. In the event that a reduction in workforce 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 from C.A.R.E. into other bargaining unit classifications or from other bargaining unit classifications into C.A.R.E.
5. Employees with terminating contracts shall not have bumping rights until their second consecutive school year of employment.

**B. Seniority**

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.

**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 and after the position has been posted to the membership. Employees shall only be subject to recall for three years from the effective date of their layoff.

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.

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 5, Section J.

3. The Employee being recalled shall have ten (10) business 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.

## ARTICLE 15

### 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 of Absence, without pay or fringe benefits unless required by law, 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 Sections C and D (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 unless required by law, will be granted to an Employee for a period of up to one (1) year.

The Employee requesting the leave shall notify the Office of Human Resources, 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 provided a position is available.
- (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 medical certification, if necessary, by his/her attending and/or the District physician.

**c. Family Medical Leave**

- (1) Shall be administered in accordance with the Family and Medical Leave Act as amended.
- (2) Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.
- (3) If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- (4) The employee shall first use accrued paid leave pursuant to the terms of Article 9. The remainder of any leave time will be unpaid.

- (5) The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position, if the position has not been eliminated.
- (6) Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

**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.

**e. Student Teaching/Intern Leave**

A paraprofessional who takes a leave of absence to fulfill a student teaching obligation may return to a position in the same classification they held prior to taking said leave at the beginning of the next semester, if the position has not been eliminated.

**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. Employee/Peace Corps Leave**

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

**b. 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 the employee assuming the duties of the office.

**c. Voluntary Layoff Leave**

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 14, Section A, 3, 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 the circumstances are 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.

#### **d. Other Personal Leaves**

A leave of absence for personal reasons other than those listed above may be granted upon written request to the employee's immediate supervisor and the approval of the Board or its designee.

**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, unless otherwise required by law.
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 19, Section A, 6), providing a position is available.
  - a. If the Employee desires to return to work and no position is available, or no position for which the Employee is qualified is available, the Employee will continue on month-to-month leave status until such time as there is a position available for which the Employee is qualified.
  - b. When a position is available, for which the Employee is qualified, the District will implement the notification provisions of Article 14, Section C, Recall. The Employee will be placed on the same Hourly Wage Rate Schedule step (Appendix B) and retain the seniority status for which he/she was eligible when he/she left for the leave, as provided in Item 1 above. If the Employee fails to respond to the notification or fails to assume the duties of the assigned position at the appointed time, the Employee will be considered to have terminated their employment rights with the District.
  - c. If an Employee on month-to-month leave status applies for any posted position, the Employee will be considered for the position according to the provisions of Article 19, Section A, 5 & 6.
3. Failure to return from leave, or to file a request for leave extension, shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

- E. While on an unpaid leave of absence, an Employee shall not enter other employment. However, if the unpaid leave of absence was requested due to a spouse being transferred for employment purposes, and requires the relocation of their current residency by more than 75 miles, this language will not be enforced.

## **ARTICLE 16**

### **TERMINATION OF EMPLOYMENT OR RESIGNATION**

An Employee, who resigns or is terminated, shall forfeit all accrued rights and privileges except as provided in Article 5, Section J.

## ARTICLE 17

### 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 4, Section 5, a and c.

The arbitrator shall render his/her decision based solely upon the final position of either of the parties. This shall be an exception to the grievance procedure.

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

#### G. Reclassification Review Procedures

1. A committee will be established comprised of three (3) individuals appointed by the Association and three individuals appointed by the administration. This committee will be empowered to make determinations regarding the proposed reclassification of any existing position.
2. The committee will be convened annually in March except in a year in which negotiations occur.
3. Individuals who wish to have their position considered for reclassification by the committee will submit a request which will set forth the reasons and rationale for the request. (Individuals will also submit a completed Job Analysis Questionnaire (JAQ).)
4. Individuals requesting reclassification will be granted an interview with the committee if they request.

5. Any position reclassified shall be retroactive to the date the committee received the request.
6. Should the committee be unable to agree on whether or not a reclassification request should be granted, the issue may be submitted to a three person Super Committee, consisting of the Superintendent or designee, Assistant Superintendent of Human Resources, and the NESPA President or designee.

## ARTICLE 18

### 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 parents, students, and/or non-supervisory District personnel unless necessary. If possible the Employee will be removed from the room and spoken to in private

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 unless the Employee notifies the Association they decline to have the Association involved.
- 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, unless the Employee notifies the Association they decline to have the Association involved.
- G. Within five (5) workdays 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 workdays after receiving the appeal. This shall be an exception to the normal grievance procedure.

If the response is not satisfactory to the Association, the matter may be processed through the Grievance Procedure (Article 4, Level Four).

## **ARTICLE 19**

### **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) workdays 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 Level
  - 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 Web Site.

The Association shall be notified by district email.

4. Interested Employees, including laid off employees, may apply for a posted vacancy, in writing, by providing a letter of interest and current resume, to the Superintendent, or designee, within the six (6) day posting period. Current employees will be granted an in person interview after completion of district preliminary hiring practices.
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District. (See Article 14, Section A, 2 – Creation of an Ad Hoc Committee).

An Employee with less service in the District, as defined in Article 13, 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 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) workdays by the person currently holding the position.

7. An Employee must be employed in the District for at least one year before applying for a posted position. This requirement may be waived by mutual agreement of the parties.
8. Paraprofessionals working in the Novi Community School District will be assigned at the discretion of the District.

## **B. Promotion**

1. A promotion shall be defined as permanent change to a higher Classification (Appendix A)
2. 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. However, in the event the promotional candidate is unable to assume the duties of their new position within 10 workdays of the posted start date, she/he will begin receiving the higher rate of pay beginning on the 11<sup>th</sup> workday.

The hourly wage rate (Appendix B) change shall be to the step currently held by the employee at their new level.

## **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 disturbing 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) workdays 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.

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

**D. Trial Period**

An Employee, whose 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.

**E. Job Shadowing**

The District will provide, when available and practical, opportunities for Employees to job shadow and/or fill long-term vacancies for employees in other classifications. Employees shall notify the Assistant Superintendent of Human Resources what positions they would like to shadow/substitute.

**F. New Position Training**

If requested by the employee, who transfers to a new position or is a new hire to the district, the employee shall be provided with up to two (2) days of training time which to fulfill the responsibilities of the new assignment.

If the employee, or immediate supervisor believes additional training is required, a request can be made to the Assistant Superintendent of Human Resources and/or the Assistant Superintendent of Business and Operations. Such request shall be in writing and would identify the areas of responsibility for which additional training is requested. Approval of such requests shall be at the discretion of the Assistant Superintendent of Human Resources and/or the Assistant Superintendent of Business and Operations and not subject to the grievance process.

## ARTICLE 20

### WORK SCHEDULE

#### A. Full-time

1. Except for purposes of the Patient Protection and Affordable Care Act, full-time shall be defined as:
  - a. Eight (8) hours per day for Secretarial; Clerical; High School Media Paraprofessionals
  - b. Seven (7) hours per day for all other Paraprofessionals
  - c. Twenty-nine (29) hours per week, including four hours of plan time\*, for C.A.R.E. Leaders

\* includes one or two monthly meetings with the Director of Community Education and/or his/her designee

#### 2. Workday

- a. The workday of the eight (8) hour Employee shall consist of seven and one-half (7.5) hours of work, two fifteen (15) minute breaks, and the choice of a thirty (30) minute paid non-duty free lunch period which must occur within the employee's building. If requested and granted by the employee and his/her supervisor, a duty free lunch period coupled with an additional thirty (30) minutes of work at the end of the workday will apply.
- b. The workday of the seven (7) hour Employee shall consist of six and one-half (6.5) hours of work, two fifteen (15) minute breaks, and the choice of a thirty (30) minute paid non-duty free lunch period which must occur within the employee's building. If requested and granted by the employee and his/her supervisor, a duty free lunch period coupled with an additional thirty (30) minutes of work at the end of the workday will apply.
- c. The workday schedule shall be as determined by the Superintendent, or his/her designee.
- d. In the event the District closes a work site, Employees assigned to work that day, at that work site, shall receive the time off with pay with no loss of accumulated vacation time. Any Employee, at that work site, who had previously arranged an absence or vacation day, shall not be charged for the day.
- e. Should a work site remain open during the Winter Recess, all two hundred fifty (250) workday Employees may utilize compensatory time, vacation time and/or unpaid leave time sufficient to assure them of not having to report to work during the Winter recess.

In the event of a District emergency, it is understood that the Employees may be required to report to work.

**B. Part-time**

1. Part-time shall be defined as anything less than full-time.
  - a. Employees working part-time, more than four (4) consecutive hours, are entitled to one (1) fifteen (15) minute break.
  - b. The workday schedule shall be as determined by the Superintendent, or his/her designee

**C. Work Year**

All Employees will be employed either:

two hundred fifty (250) workdays including vacation time (see Article 22), excluding paid holidays (see Article 21);

two hundred fifteen (215) workdays excluding paid holidays (see Article 21) and paid vacation allowance (see Article 22);

two hundred ten (210) workdays excluding paid holidays (see Article 21) and paid vacation allowance (see Article 22);

two hundred five (205) workdays excluding paid holidays (see Article 21) and paid vacation allowance (see Article 22);

one hundred ninety-five (195) workdays excluding paid holidays (see Article 21) and paid vacation allowance (see Article 22); or

one hundred eighty-two (182) workdays include one hundred seventy-nine (179) student days plus three (3) teacher workdays (two (2) of which may be prior to the first student day), up to one hundred eighty-two (182) workdays excluding paid holidays (see Article 21) and paid vacation allowance (see Article 22).

The work year is normally scheduled as follows:

1. Work schedules are subject to assignment by the Superintendent, or his/her designee.
2. 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.

**D. 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. The work week shall be Sunday through Saturday.

## **2. Compensatory Time**

- a. 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.
- b. Compensatory time shall be prearranged and earned on the same basis as overtime.
- c. Compensatory time shall be documented as it is earned. Compensatory time must be reported on the appropriate payroll form as it is taken or paid.
- d. Compensatory time shall be used at a time determined by the Employee, unless such time shall unduly disrupt the operations of the workplace.
- e. Compensatory time shall be taken within sixty (60) workdays of when earned.

## **ARTICLE 21**

### **HOLIDAYS**

- A. All secretarial, clerical, paraprofessional, and technical Employees shall be entitled to the following paid holidays if they fall within their normal work year:

July 4<sup>th</sup> (250 day employees)

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

New Year's Eve Day

New Year's Day

Memorial Day

- B. If a holiday falls on Sunday, Monday shall be the paid holiday unless such holiday is already a holiday and then the additional holiday will be determined by the Superintendent, or his/her designee.

If a holiday falls on Saturday, Friday shall be the paid holiday unless such holiday is already a holiday and then the additional holiday will be determined by the Superintendent, or his/her designee.

- C. 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 22**

### **VACATION**

#### **A. Two Hundred Fifty (250) Workday Employees**

On July 1 of each year, all two hundred fifty (250) workday, Employees shall receive paid vacation time as follows:

The first year of employment:

Up to seven (7) days based on hire date

On July 1 of the second through fourth years:

Twelve (12) days

On July 1 of the fifth through ninth year:

Fifteen (15) days

On July 1 of the tenth and all subsequent years:

Twenty (20) days

All days received on July 1 must be taken by the end of that fiscal year, June 30. On June 30, any Employee with vacation days remaining in their bank will have up to ten (10) days rolled over to the next fiscal year. Rollover days will expire by June 30, at the end of the following fiscal year.

#### **B. Less Than Two Hundred Fifty (250) Workday Employees**

All less than two hundred fifty (250) workday Employees shall receive a paid vacation allowance, added to the last pay of their work year each June. However, an Employee may opt to have their paid vacation allowance spread out during the negotiated break times in the District Calendar in lieu of receiving the allowance in their last pay of their work year in June. An Employee who works a portion of the year shall have their vacation days pro-rated. If the Employee terminates their employment prior to the end of the year, and has already been paid for all their vacations days during negotiated break times, the Employee shall have the overage deducted from their final paycheck. The Employees shall be paid as follows:

First year allowance:	Up to five (5) days* (based on days worked) (two [2] days for those hired after July 1, 2013).
Second through eighth year:	Ten (10) days (five [5] days for those hired after July 1, 2013).
Ninth, and all subsequent years:	Fifteen (15) days (ten [10] days for those hired after July 1, 2013).

\* A less than two hundred fifty (250) workday Employee employed prior to September 30<sup>th</sup> of the work year will be paid one hundred percent (100%) of the allowance. An Employee employed after September 30<sup>th</sup> of the work year will be paid a pro-ration of the days (based on days worked divided by the number of scheduled workdays in the Employee's work year).

**C. Less Than Full-Time Employees**

Paid vacation time/allowance shall be pro-rated for Employees working less than full-time. Full-time shall be as defined in Article 20.

**D. Changes in The Employee's Work Year**

An Employee who moves from a less than 250 day position to a 250 day position, or vice versa, will receive the proration between the two classification allotments based on the effective date of the new position.

1. This paid vacation time shall be credited the next pay period after the date of the schedule change and must be taken by June 30<sup>th</sup> of the following fiscal year. (Any fraction of a day less than .5 will be converted to paid vacation allowance. Any fraction of a day greater than .5 will be converted to one half day paid vacation time and the remainder converted to paid vacation allowance.) The Employee shall also receive a pro-ration of paid vacation allowance, added to the last pay of their work year, for days worked from the date of the schedule change through the end of the Employee's work year.
2. All paid vacation allowance shall be calculated at the rate at which it was earned.

## ARTICLE 23

### COMPENSATION

- A. The classifications and wages of secretarial, clerical, and paraprofessional 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.

2020-2021 NESPA Employees who are not at the top step of the salary schedule, and receive an effective or highly effective rating on their 2020-21 evaluation, shall advance one step on the salary schedule effective July 1, 2021.  
Step 6 on the salary schedule will increase by 3% (three percent)

2021-2022 Rest - no step movement or percentage increase

2022-2023 Wage Reopener

All employees will be paid through direct deposit.

B. **Performance Incentive**

A NESPA Employee who is not at the top step of the salary schedule for their classification and receives an Effective or Highly Effective rating on their annual evaluation, will receive an off-schedule payment of \$225 for an Effective rating and \$375 for a Highly Effective rating. This payment is not cumulative and will be paid no later than July 31<sup>st</sup> of each year.

A NESPA Employee who is at the top step of the salary schedule for their classification and receives an Effective or Highly Effective rating on their annual evaluation, will receive an off-schedule payment of \$475 for an Effective rating and \$675 for a Highly Effective rating. This payment is not cumulative and will be paid no later than July 31<sup>st</sup> of each year.

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 K-12 school 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. An Employee who is paid unemployment compensation benefits chargeable to the Employer during the normal summer denial period and who is subsequently re-employed in the bargaining unit shall have his/her compensation for that school year adjusted so that his/her unemployment



compensation benefits received are offset against the compensation he/she earns for work performed in that school year. The Employer is specifically authorized to deduct said amount from the Employee's wages.

- 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 workdays 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. Employees have the option to be paid during the actual pay periods worked or over a twenty four (24) pay cycle (2 pays per month, spread over 12 months). Employees' yearly wages shall be estimated and divided by twenty-four (24) pays. Employees' shall continue to record hours worked and their pay will be adjusted quarterly in accordance with actual hours worked. If an employee leaves the District's employment, or otherwise is no longer able to perform their duties, the District is specifically authorized to use the employee's final paycheck to reconcile the Employee's wages. The District is specifically authorized to place any accrued wages owed in the final paycheck, or to deduct any shortage owed by the employee to the District from the employee's final paycheck.

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. For members hired after July 1, 1996, the following longevity schedule will apply effective July 1, 2009:

10-14 year a flat rate of \$400  
15-19 year a flat rate of \$500  
20+ years a flat rate of \$600

The longevity payment will be paid in a lump sum payment within one (1) month after the Employee's Anniversary date.

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. At the time of severance, an Employee with an accumulation of 170 through 188 paid (sick) leave allowance days will be compensated for thirty-five (35) of the days at a rate of \$50 per day; or

At the time of severance, an Employee with an accumulation of 150 through 169 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 130 through 149 paid (sick) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$30 per day.

#### H. **Severance Incentive**

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

## ARTICLE 24

### INSURANCE PROTECTION

- A. To the extent allowable by law or regulation, upon proper application and acceptance for enrollment by the appropriate insurance underwriter and/or carrier, the Board shall make payments for health, vision, dental, AD&D, life, and LTD insurance coverages (if chosen) for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Association's negotiated insurance plan(s).

To the extent allowed by law, the Health Insurance Cap shall first be applied to health insurance premiums, then second to any payments made by the Board, if any, during the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health reimbursement arrangements, health savings accounts, flexible spending accounts, or similar accounts used for health care costs, health insurance related taxes or fees, and any other payments required to be accounted for pursuant to Public Act 152 of 2011. Consistent with PA 152, and for the duration of the Collective Bargaining Agreement, the Novi Community School District will apply the allowable amount published by the Michigan Treasury ("Hard Cap") to all single, two-person, and full family premium rates. These monthly District paid amounts shall adjust on January 1, of each plan year.

The plan(s) negotiated between the Association and the District shall be provided to each employee prior to open enrollment and posted to the District website.

- B. The negotiated plan(s) shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and Public Act 152 of 2011 (PA 152); including any requirements necessary to avoid penalties, taxes, or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this Article necessary to fully comply with the PPACA and PA 152, including to avoid any penalties, taxes, or other liabilities chargeable to the Board. Any adjustment shall be the minimal necessary to comply with the law.
- C. Any necessary amounts beyond the Board's contribution, as specified above, which are required to maintain the selected coverage(s) are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the individual Employee. To the extent allowable by law or regulation, the Employee may sign an agreement authorizing that any such premium amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1<sup>st</sup> of each month prior to the date at which the payment becomes due. Failure of an Employee to pay their portion of the costs shall alleviate the Board of any duty to pay insurance contributions.
- D. Unless otherwise noted within this Agreement, or as required by law or regulation, Employees on unpaid leave status or who have exhausted leave allowed under this Agreement are financially responsible for the Board's portion of insurance contributions for those days.

E. Employees who are eligible for Board paid insurance contributions under §§A, D, and L of this Article (and excluding those covered under Subparagraph E) may make a written waiver of that coverage and instead elect to receive cash-in-lieu of health benefits (less applicable taxes). The cash-in-lieu payment shall be as follows:

<u>Number of Employees Taking Cash-in-Lieu</u>	<u>Amount Per Month</u>
1-15	\$100.00 per Employee taking cash-in-lieu
16-20	\$200.00 per Employee taking cash-in-lieu
21+	\$300.00 per Employee taking cash-in-lieu

The Employee may direct all or a portion of the above amount to a tax-sheltered annuity approved by the Board through a separate written voluntary and elective contribution, as allowed by law or regulation.

F. **Dental Plan**

**Plan A:**

The Board shall provide a self-funded dental plan with: (100% Class I benefits; 100% Class II benefits; 80% Class III benefits; maximum annual benefit for Class I – III: \$1,000); Class IV benefits: 80% to maximum lifetime benefit of \$1,500 for all Employees and their eligible dependents.

**Plan B:**

Any Employee covered by another group dental plan shall not be eligible for the dental plan described above. However, the Employee shall be eligible for a self-funded dental plan with: 50% Class I benefits; 50% Class II benefits; 50% Class III benefits; maximum annual benefit for Class I – III: \$1,000; Class IV benefits: 50% to maximum lifetime benefit of \$1,500.

Any Employee covered by another group dental plan shall not be eligible for Plan A described above. However, the Employee shall be eligible for Plan B.

G. **Vision Plan Insurance**

Effective January 1, 2014, vision benefits shall be as follows:

Examination	100% for participating providers; up to \$55 for non-participating providers: once every 12 months
Lenses: Participating Providers	100% standard glass or plastic for participating providers; once every 12 months
Lenses: Non-Participating Providers:	

Single Vision Lenses	up to \$73 (non-participating providers); once every 12 months
Bifocal Lenses	up to \$84 (non-participating providers); once every 12 months
Trifocal Lenses	up to \$100 (non-participating providers); once every 12 months
Lenticular Lenses	up to \$110 (non-participating providers); once every 12 months
Frames	once every 12 months; retail allowance up to \$50 (20% discount off-balance) for participating providers; up to \$50 for non-participating providers
Contact Lenses	once every 12 months; in lieu of lenses and frame up to \$80 retail (15% discount conventional or 10% disposable off-balance) for participating providers; up to \$80 for non-participating providers
Medically Necessary Contact Lenses	covered 100% for participating providers; up to \$220 for non-participating providers; once every 12 months

**H. 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.

**I. Other**

1. The District will pay insurance premiums for twelve (12) months.

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.

2. 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.
3. 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 5).

4. 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.

5. During the month of October/November, the District will make available the forms necessary to change and/or add insurance coverage (s). Such coverage will be effective January 1 of the following year.
6. 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.

7. During this Agreement, should any of the listed health care insurance carriers change the noted coverage, the parties agree to discuss possible alternative coverage.
8. In addition to the above noted insurance, the Board may, at its option, offer other insurance options and reimbursement accounts through a Section 125 Plan.

J. Employees are hereby advised that they may have a right pursuant to Section 4438 of the Insurance Code of 1956, MCL 500.4438, to convert their life insurance policy, and that the Employee must make application to the life insurance carrier within 31 days of any termination of their employment status.

K. To the extent permitted by law or regulation, and/or insurer's policies, Board-paid insurance premium contributions shall continue as long as the Employee is in a pay status, but terminate at the end of the month during which the Employee ceases to be in a pay status, except as is otherwise provided herein or by law or regulation. Employees may continue the coverage at their own expense to the extent permitted by law or regulation.

L. The Board shall not be required to remit premiums for any insurance coverages on behalf of an Employee if enrollment or coverage is denied by the insurance underwriter, carrier, policyholder or third-party administrator.

M. The terms of any insurance contract or policy issued by an insurance underwriter, carrier, policyholder or third-party administrator shall be controlling as to all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters. The Employee is responsible for assuring completion of all employee forms and documents required for his/her participation in the above-described insurance programs. Failure to complete the forms shall alleviate the Board of any requirements to fund insurance on behalf of that individual; to the

extent possible, Employees will be provided the opportunity to correct any mistakes. The Board, by payment of its share of the insurance premium payments indicated above, shall be relieved from any and all liability with respect to insurance benefits. Such matters shall be excluded from the scope of the grievance procedure, except the Board's failure to remit contractual premium amounts required of it.

- N. Changes in family status shall be reported by the Employee to the Board within thirty (30) days of such change. The Employee shall be responsible for any overpayment of premium made by the Board on his/her behalf for failure to comply with this paragraph, and the Board is specifically authorized to deduct any such amounts from future wages.
- O. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1<sup>st</sup> day of the month following thirty (30) calendar days of employment. Those employees opting to take cash-in-lieu, or who are excluded pursuant to Subsection E, shall not be eligible for Board paid health insurance contributions, but must participate in all other insurance products chosen by the Association at the Employee's sole expense if full unit participation is required by the insurance carrier. An Employee shall be eligible for Board paid insurance contributions or cash-in-lieu up to the maximum amounts allowed in this Article if the Employee is employed on a full-time basis as defined by the PPACA (currently, working an average of thirty [30] hours or more per week in the District). Those Employees working in the District an average of between twenty (20) hours per week and twenty-nine (29) hours per week shall be eligible for Sixty Percent (60%) of the Board paid insurance contributions or cash-in-lieu allowed in this Article, and must pay the remaining Forty Percent (40%) of any Board paid insurance contributions.
- P. The "medical benefit plan coverage year" shall run from January 1 to December 31 of each school year.

## **ARTICLE 25**

### **NEGOTIATION PROCEDURES**

- A. On or before May 1, 2023, 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 Employment 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. This Agreement, between the Novi Community School District and the Novi Educational Support Personnel Association, MEA/NESPA, shall be made available to employees within thirty (30) days after the Agreement is signed. Printed copies will be provided upon request.



## **ARTICLE 26**

### **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 27

### 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. Should a formerly illegal subject of bargaining be deemed mandatory, the parties agree to meet and negotiate over the formerly illegal subject.
- 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; however, nothing herein shall imply any liability on the part of the District for the actions of Third-Party individuals.
- 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.
- G. Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012.

This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

- H. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement and with respect to any subject or matter which was negotiated

in the formation of this Agreement but upon which no agreement was reached, excepting any subject matter removed by law from the area of collective bargaining as noted above in subsection A.

## ARTICLE 28

### DURATION OF AGREEMENT

This Agreement shall be effective as of November 20, 2020, and shall continue in effect until the end of the day on June 30, 2023.


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

Dated this twentieth day of November, 2020.

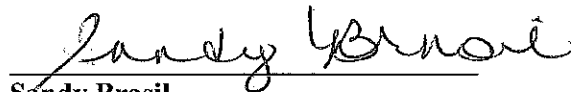
#### NOVI COMMUNITY SCHOOL DISTRICT BOARD OF EDUCATION



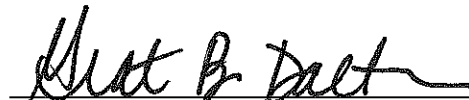
Danielle Ruskin  
President

  
Willy Mena  
Secretary

#### NOVI EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION



Sandy Brasil  
President



Grat Dalton  
Executive Director, MEA

#### Novi Community School District Board of Education

Paul Cook	Mary Ann Roney
Kathy Hood	Danielle Ruskin
Willy Mena	Tom Smith
Bobbie Murphy	

#### Negotiation Teams

##### Novi Educational Support Personnel Association

Sandy Brasil  
Tanya Vuichard  
Grat Dalton

##### Novi Community School District

Gary Kinzer  
Greg McIntyre

**APPENDIX A**  
**CLASSIFICATIONS**

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

<b><u>Level</u></b>	<b><u>Classification</u></b>
<b><u>A</u></b>	Accounting Assistant Administrative Assistant, Athletic Director Administrative Assistant, Community Education Administrative Assistant, Director of Special Education Administrative Assistant, Human Resources Administrative Assistant, Maintenance Director Administrative Assistant, Office of Academics Administrative Assistant, Principal
<b><u>B</u></b>	C.A.R.E. Leader Community Education Assistant Guest Employee Specialist/HR Assistant Paraprofessional, Career Development* Paraprofessional, Media Services * Paraprofessional, Special Education * Paraprofessional, ESL * Paraprofessional, General Education * Receptionist/HR Assistant, ESB Receptionist/Secretary, Community Education Receptionist/Secretary, HS & MS Secretary, Administrative Staff, HS & MS Secretary, Adult Education Secretary, Athletic Department Secretary, Director of Adult & Alternative Education Secretary, Early Childhood Education Secretary, Director of Transportation Secretary, Elementary Office Student Data Assistant

\* All paraprofessionals must meet Michigan Department of Education Paraprofessional requirements as approved by the State Board of Education.

## APPENDIX A-1

### For Layoff/Bumping Purposes Only

Positions are listed in alphabetical order within the Level, not by seniority of the individual(s) assigned to the positions. Employees must bump the least senior person within their group.

#### **LEVEL A**

<b>Secretary/Clerical</b>
Accounting Assistant
Administrative Assistant, Athletic Director
Administrative Assistant, Community Education
Administrative Assistant, Director of Special Education
Administrative Assistant, Human Resources
Administrative Assistant, Maintenance Director
Administrative Assistant, Office of Academics
Administrative Assistant, Principal

#### **LEVEL B**

<b>Secretary/Clerical</b>	<b>Paraprofessional</b>
Community Education Assistant	Paraprofessional, Career Development
Guest Employee Specialist/HR Assistant	Paraprofessional, Media Services
Receptionist/HR Assistant, ESB	Paraprofessional, Special Education
Receptionist/Secretary, Community Education	Paraprofessional, ESL
Receptionist/Secretary, HS & MS	Paraprofessional, General Education
Secretary, Administrative Staff, HS & MS	
Secretary, Adult Education	
Secretary, Athletic Department	
Secretary, Director of Adult & Alternative Education	
Secretary, Early Childhood Education	
Secretary, Director of Transportation	
Secretary, Elementary Office	
Student Data Assistant	

## APPENDIX B

### HOURLY WAGE RATE SCHEDULE

**2020-2021** Full step progression and 3% increase for those on Step 6.

**Employees hired prior to July 1, 2011**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>A</b>	\$16.71	\$17.32	\$17.96	\$18.69	\$19.46	\$21.26
<b>B</b>	\$15.64	\$16.24	\$16.86	\$17.62	\$18.38	\$20.14

**Employees hired on or after July 1, 2011**

<b>Level</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>A</b>	\$15.88	\$16.45	\$17.06	\$17.77	\$18.48	\$20.21
<b>B</b>	\$14.85	\$15.43	\$16.03	\$16.73	\$17.47	\$19.34

**2021-2022** Rest - no step movement or percentage increase

**2022-2023** Wage Reopener

**APPENDIX C**  
**GRIEVANCE FORM**

Grievance # \_\_\_\_\_ Contract Year 20 \_\_ - 20 \_\_

Name of Grievant: \_\_\_\_\_ Date of Occurrence: \_\_\_\_\_

Position: \_\_\_\_\_ Building: \_\_\_\_\_

**LEVEL ONE** (30 days to file from occurrence)

Date of Notification: \_\_\_\_\_ Date of Level One Meeting: \_\_\_\_\_

**Names of Attendees**

Grievant(s): \_\_\_\_\_

Association Representative(s): \_\_\_\_\_

Administrator/Immediate Supervisor: \_\_\_\_\_

**Disposition of Administrator:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Resolved \_\_\_\_\_ Denied (14 days to move to Level 2)

**LEVEL TWO**

Date Level Two Grievance was filed with Administrator: \_\_\_\_\_

**Statement of Grievance:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Contract Agreement Language in Violation (i.e. article/section/paragraph/page):**

\_\_\_\_\_

**Resolution Sought with Administration:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disposition of Administrator (14 days to respond):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Resolved**    \_\_\_\_\_ **Denied**

**Signature of Administration:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position of Grievant and/or Association (14 days to appeal to Level Three):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Signature of Grievant and/or Association:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **LEVEL THREE**

**Date Level Three Written Grievance Filed with Superintendent or Designee:** \_\_\_\_\_

**Disposition of Superintendent or Designee (14 days to respond):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Resolved**    \_\_\_\_\_ **Denied**

**Signature of Superintendent or Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position of Grievant and/or Association (14 days to appeal to Level Four):**

---

---

---

**Signature of Grievant and/or Association: \_\_\_\_\_ Date: \_\_\_\_\_**

**LEVEL FOUR**

**Date Written Grievance Filed with Board of Education: \_\_\_\_\_**

**Disposition of Board of Education (decision communicated 21 days after hearing):**

---

---

---

---

\_\_\_\_\_ Resolved    \_\_\_\_\_ Denied

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Position of Association (20 days to submit grievance to binding arbitration):**

---

---

---

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**LEVEL FIVE**

**Date the District Notified of Decision to File/Not File for Arbitration: \_\_\_\_\_**

**Date Filed for Arbitration: \_\_\_\_\_**

**Date Grievance Withdrawn and Not Filed for Arbitration: \_\_\_\_\_**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

## **LETTER(S) OF UNDERSTANDING**

### **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.

## **WORK DAY CALENDARS**

Electronic copies of the NESPA work day calendars will be provided each year. Printed copies will be available upon request.

# Index

Absence Policies.....	15	Full-Time Definition .....	40
Absence, Unexcused.....	18	Grievance Arbitration.....	8
AD&D Insurance.....	49	Grievance Form.....	62
Agreement .....	1	Grievance Procedure .....	7
Appendix A .....	59	Hazardous Working Conditions .....	12
Appendix A-1 .....	60	Health Insurance Cap .....	49
Appendix B.....	61	Holidays .....	43
Appendix C.....	62	Hourly Wage Rate Schedule .....	61
Arbitration .....	34	Immediate Family Definition .....	15
Assault and/or Battery .....	11	Insurance .....	49
Association Business .....	6	Job Shadowing .....	39
Association Representation .....	7	Jury Duty.....	17
Association Rights.....	5	Layoff.....	25
Association, Term Defined.....	1	Layoff and Recall.....	25
Association-District Meetings .....	56	Layoff/Bumping.....	60
Attendance Incentive Bonus .....	16	Leave of Absence.....	28
Building Closure.....	20	Leave of Absence Extension .....	28, 32
Building Facilities .....	56	Leave of Absence Resignation.....	29
Bullard-Plawecki Act .....	9, 13	Leave of Absence Return .....	28, 32
Bumping Process .....	25	Leave of Absence, Child Care.....	28
Campaign Finance Act .....	5	Leave of Absence, Employee Corps .....	30
Cash-in-Lieu .....	49, 50	Leave of Absence, Health .....	28
Classification Levels.....	59	Leave of Absence, Illness.....	28
Closure During the Workday.....	20	Leave of Absence, Medical.....	28
Compensation .....	46	Leave of Absence, Military.....	30
Compensatory Time .....	41	Leave of Absence, Other.....	31
Death In Family .....	15	Leave of Absence, Peace Corps .....	30
Dental Insurance .....	49, 50	Leave of Absence, Public Office.....	30
Discharge .....	21, 24, 36	Leave of Absence, Student Teaching .....	30
Discipline.....	21, 36	Leave, Voluntary Layoff.....	30
District Closure.....	20	Leaves With Restrictions .....	30
District Funds .....	12	Legal Proceedings .....	17
District, Term Defined.....	1	Legal Rights .....	11
District-Association Meetings .....	56	Letter of Understanding .....	65
Duration Of Agreement .....	58	Life Insurance.....	49, 51
Emergency Manager.....	56	Longevity .....	47
Employee Evaluation.....	22	LTD Insurance.....	49
Employee Health Certification .....	14	Medical Benefit Plan Coverage Year.....	53
Employee Personnel File .....	13	Medication Policy .....	12
Employee Rights .....	11	Mich. Emp. Relations Comm. (MERC).....	54
Employee, Term Defined .....	3	Mileage.....	12
Employer, Term Defined.....	1	Miscellaneous Provisions.....	56
Employment Related Absences .....	17	Negotiation Procedures .....	54
Employment Status.....	21	New Position Training .....	39
Evaluation.....	21, 22	New Positions.....	34
Family Illness .....	15	Notice of Vacancy.....	37
Family Medical Leave Act (FMLA) .....	29	Overtime.....	41

Overtime Pay .....	42	Revised Position .....	34
Paraprofessional Requirements .....	21	Rights of the Board .....	4
Parking Facilities .....	56	Section 125 Plan.....	49, 52
Part-time Definition .....	41	Seniority .....	21, 23, 27
Patient Protection/Affordable Care Act..	40, 49	Severance Incentive.....	48
Payroll Deduction .....	12	Sexual Harassment .....	11
Performance Incentive .....	46	Sick Leave Allowance.....	15
Permanent Status Employee .....	21	Sick Leave Allowance, Unused .....	47
Personal Business Absence .....	16	Sick Leave Bank.....	19
Personal Illness .....	15	Step Advancement/Placement.....	46
Personal Property Damage .....	56	Strike .....	55
Personnel File .....	13	Suspension.....	36
Physical Exam, District Request .....	14	Temporary Physical Disability.....	15
Position Reclassification .....	34	Temporary Position .....	34
Posting .....	37	Termination .....	33
PPACA .....	53	Transfer .....	37, 38
Preface .....	1	Trial Period.....	39
Probationary Status Employee.....	21	Unsafe Working Conditions.....	12
Program Changes.....	65	Vacancy .....	37
Promotion .....	37, 38	Vacation .....	44
Psychological Exam, District Request.....	14	Vision Insurance.....	49, 50
Public Act 152 .....	49	Voluntary Layoff Leave Extension .....	31
Public Employment Relations Act .....	2, 11, 54	Voluntary Layoff Leave Recall.....	31
Recall from Layoff .....	27	Voluntary Layoff Leave Return .....	31
Reclassification.....	35	Witnesseth .....	2
Recognition.....	3	Work Day Calendars .....	66
Reduction in Workforce .....	25	Work Schedule .....	40
Religious Holiday Observance .....	16	Work Year .....	41
Reprimand .....	36	Workday .....	40
Resignation .....	24, 32, 33	Worker's Compensation .....	17
Return to Work Physician Statement.....	18, 28		