

AGREEMENT

BETWEEN THE

NOVI COMMUNITY SCHOOL DISTRICT

AND THE

NOVI TRANSPORTATION ASSOCIATION

NTA

November 6, 2020 - June 30, 2023



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AGREEMENT

This Agreement entered into this sixth day of November, 2020, between the Novi Community School District (hereinafter referred to as the "Employer" or "Board"), and the Novi Transportation Association (hereinafter referred to as the "Association").

ARTICLE 1

RECOGNITION

The Employer recognizes the Novi Transportation Association as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment for the entire term of this Agreement for all Transportation Employees in the Novi Community School District excluding the Transportation Director, Dispatcher, Mechanic, Mechanic Helper, Transportation Assistants working less than 25 hours per week, Routing Specialist, and substitutes.

ARTICLE 2

MANAGEMENT RIGHTS

A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the District.
2. Continue its rights, policies, and practices of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any bargaining unit member's work or business on school hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to layoff Employees, but no conflict with the provisions of this Agreement.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of Employees including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. Determine the placement of operations, production, service maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Employees as specifically provided for in this Agreement.

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

Agreement.

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

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

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

ARTICLE 3

ASSOCIATION RIGHTS

- A. The Association and its members shall have the right to use the school building facilities outside of school hours, according to District policy, for Association business.
- B. Bulletin boards, school equipment and other District established media or communication, shall be made available to the Association and the Association shall be responsible for proper operation of all such equipment.

The Board will provide bulletin board space in the Transportation Center, which may be used by the Association for posting notices of the following types:

- 1. notices of recreational and social events;
 - 2. notices of elections;
 - 3. notices of results of elections;
 - 4. notices of meetings.
- C. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all regularly available information concerning the financial resources of the District, allocations and such other public information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit.
- D. Annually the Association shall receive a seniority list of all Employees covered under this Agreement stating name, classification, step, date of hire, and the number of weeks worked each year. Every effort will be made to compile this report by February 1. The Association shall receive all Board of Education meeting Agenda and Minutes of its meetings.
- E. 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 normal business operations.
- F. The Board shall provide the equivalent of fourteen (14) 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 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 and Superintendent or his/her designee signifying the Association's and Board's approval of the request. There shall be no deduction from the individual's leave allowance accumulation for approved use of Association business time outside the District.

ARTICLE 4

NON-DISCRIMINATION

- A. 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.

ARTICLE 5

EMPLOYEE RIGHTS

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

- B. Any case of assault and/or battery upon an Employee on District property shall be promptly reported to the Board. The Board will provide legal counsel, if, in the reasonable opinion of the Board it becomes necessary, to advise the Employee of his/her rights and obligations in connection with handling of the assault and/or battery by law enforcement and judicial authorities. The obligation to provide legal counsel to advise the employee shall be limited to a single consultation during which the employee's rights and obligations can be reviewed and discussed.
 - 1. Should the Employee suffer any loss, damage or destruction of clothing or personal property as a result of an assault and/or battery while on duty on District property, the District will reimburse the Employee excluding any areas under insurance coverage for any loss up to a maximum of \$200 per incident.

 - 2. In case of an alleged physical attack on an Employee by a student, both the Employee and the administrator will utilize the procedure outlined in the Revised School Code to remedy the situation.

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

- C. The Board shall exert every effort consistent with the available facilities and resources to maintain buildings at a comfortable temperature and in a clean, safe, and healthful manner.

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

- E. 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 necessary assistance to the Employee in presenting his/her defense.

ARTICLE 6

VETERANS

Veterans will be re-employed in accordance with the Uniformed Services Employment and Re-employment Rights Act and any other federal law.

ARTICLE 7

PAYROLL DEDUCTIONS

The Board shall make authorized deductions, when requested in writing, from the salary of any employee and make appropriate remittance for annuities, credit union, direct deposit or any other plans or programs jointly approved by the Association and the Board.

ARTICLE 8

GRIEVANCE PROCEDURE

A. Definitions

A grievance is a complaint by a bargaining unit Employee, or by the Association on its own behalf, concerning 1) any alleged violation, misinterpretation or misapplication of this Agreement; or 2) any disciplinary action.

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.
2. For purposes of this Article, the term "working days" shall be defined to be any day on which student instruction and transportation services are conducted during the regular academic year, and as Monday through Friday when school is not in session during the summer months.

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 – Informal

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. The Grievant may request Association representation.

2. Level Two

- a. Within fourteen (14) days, if the grievance is not resolved informally at Level One, it shall be reduced to writing, using the form provided (Appendix B), and presented to the Director of Transportation.

The form shall be presented to the Director of Transportation by the Grievant.
The Grievant may request Association representation.

3. Level Three

- a. Within fourteen (14) days after the delivery of the Director of Transportation'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, 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**

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

D. **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 of the specific Articles and Sections of this Agreement.

1. He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
2. He/she shall have no power to establish wage rates.
3. He/she shall have no power to rule on the termination of services of or failure to re-employ any probationary Employee.
4. The arbitrator shall confine his/her opinion to the sole question of whether or not there has been a violation of this Agreement or whether any disciplinary action was unjust or improper. He/she shall give no opinion with respect to any matter left by this Agreement or by law to the discretion of the Board of Education.

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

E. **Time Limits**

Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a grievance within the time specified shall bar the grievance. Failure to file an appeal to a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing. Any Employee desiring an extension of time in

any of the above procedures must give proof that he/she had no knowledge of the grievance.

F. **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.

G. **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 B.
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.

ARTICLE 9

PERSONNEL FILE

- A. Members of the bargaining unit shall have the right to review the contents of their personnel file, excluding letters of recommendation and employment credentials, and to have a representative of the Association accompany them in such a review. They shall have the right to file a written reply to any evaluative or disciplinary report placed in their file.
- B. All material placed in an Employee's personnel file must bear the date and have affixed the signature of the writer and the proper identification as to the source. The Employee shall be provided the opportunity to sign this material to indicate awareness and not necessarily agreement.
- C. The Employee alone, or with the Association Representative, shall, upon request, be allowed to make copies of material from his/her files. The Employer shall, at its discretion, charge the Employee a nominal fee per page.

ARTICLE 10

EMPLOYEE EVALUATION

- A. Permanent Employees shall be evaluated annually by Transportation Director.
- B. The Evaluation shall be recorded on the form(s) provided in Appendix D.
- C. The Driving Performance Observation form shall be completed by the last day of May. The Performance Evaluation for drivers and assistants shall be completed by the last day of May. An official copy of the evaluation form shall be given to the Employee by the Director of Transportation during the evaluation review conference.
- D. Should an Employee receive a Minimally Effective or Ineffective rating the Transportation Director shall provide, in writing, a Plan of Improvement which will contain specific recommendation(s) for his/her improvement, including the length of time the Employee has to improve. The Association shall be notified in the event an Employee receives a Minimally Effective or Ineffective rating and shall be included in the development of a Plan of Improvement.
- E. Any final evaluation rating below Effective may be subject to the Grievance procedure if there is a failure to properly apply the Evaluation process or procedure.

ARTICLE 11

DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

- A. The Employer agrees to promptly notify the Association, in writing, upon the discharge or suspension of a non-probationary Employee. Discipline and discharge shall be only for just cause.
- B. The discharged, or suspended non-probationary, Employee will be allowed to discuss his/her discharge or suspension with the Association, and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, whenever possible, the Employer or his/her designated representative will discuss the discharge or suspension with the Employee and the President or his/her designated Association Representative. If not resolved at this meeting, it can then be appealed in writing to the Superintendent, or his/her designee. The Superintendent, or his/her designee, will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Association, the matter may be processed through the grievance procedure beginning with STEP 4.
- C. If a valid complaint has been made against an employee, the employee will be notified in a timely manner of the investigation of the complaint. If the employee is to be disciplined, disciplinary action will be taken within fifteen (15) days of the completion of the investigation.

ARTICLE 12

PROBATIONARY EMPLOYEES

- A. New Transportation Employees hired in the unit shall be considered as probationary Employees for the first sixty driving days of their active employment. The probationary period shall be accumulated within not more than one (1) twelve (12) month period. When an Employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. There shall be no seniority among probationary Employees.
- B. The probationary period for Transportation Assistants shall be sixty driving days. Employees in the Transportation Assistant classification shall accumulate seniority in their own classification only and shall not use their seniority for any other purpose.
- C. The Association shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to layoff, discharge and discipline probationary Employees and the action is not subject to appeal or grievance. Probationary employees who are laid off or discharged shall not have recourse to the terms of the Agreement
- D. The Employer will keep the seniority list up to date on a semi-annual basis and will make it available to the Association on November 1 and April 1 each contract year. Any changes in the list will be mailed to the Association within one (1) month of the change.
- E. An Employee shall lose his/her seniority for the following reasons:
 - 1. He/she quits;
 - 2. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
 - 3. He/she is absent for three (3) consecutive working days without notifying the Employer unless such absence is beyond his/her control; such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority;
 - 4. He/she does not return to work when recalled from layoff as set forth in the recall procedure.
 - 5. He/she retires.
- F. Failure to return from a leave of absence without notification to Employer will be treated the same as (3) above.

ARTICLE 13

NEW JOBS

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

- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request, in writing, the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to Arbitration. The Arbitrator shall render his/her decision based solely upon the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the classification shall be added to and become a part of this Agreement.

ARTICLE 14

VACANCIES

- A. Unless a vacancy is filled through the recall of a laid off employee, vacancies shall be posted in a conspicuous place in the Transportation Center and on the District's website for at least one (1) week prior to filling such vacancies, provided however, that vacancies may be filled on a temporary basis during the posting period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after the vacancy occurs. A vacancy shall be defined as a position that needs to be replaced and will be vacant prior to April 1. The position will be filled based on the Employee's seniority and qualifications.
- B. Vacated regular and extra runs created by a driver leaving the bargaining unit will be posted separately and may be bid upon by, and awarded according to seniority within the bargaining unit, provided:
1. It represents an increase in hours
 2. It does not constitute a lateral move creating a bumping situation
 3. A driver shall be entitled to be awarded only one (1) extra run
 4. It does not create a regular daily overtime situation. Exceptions may be made by mutual agreement between the parties.

If no driver requests a change in assignment, the school district may fill the vacancy temporarily until the end of the school year. If the school district is aware that the vacancy is permanent, then the school district shall fill the vacancy with a permanent regular driver.

ARTICLE 15

LAYOFF

- A. Layoff means a determination by the Employer to effectuate a reduction in the total number of positions, work hours or any combination thereof.
- B. If a layoff becomes necessary, the following procedure shall be followed:
 - 1. Layoff and bumping shall be within Classification only.
 - 2. Probationary Employees will be laid-off first.
 - 3. Employees with less than an effective rating on their most recent evaluation will be laid off second.
 - 4. If there are no probationary employees or less than effective evaluation ratings, then the least senior employee in that classification will be laid off.
- C. Notice of layoff and bumping shall be as follows:
 - 1. When the identity of Employees to be laid-off or bumped has been determined, the Association shall be advised prior to notification of the affected employees.
 - 2. Employees to be laid-off for an indefinite period of time by the Employer will be notified a minimum of three weeks prior to the effective date of lay off.

ARTICLE 16

RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled in a reverse order. Notice of recall shall be sent to the Employee, and the Association, at his/her last known email address or last known mailing address. If an Employee fails to report for work within ten (10) working days from date of the notice of recall, this shall constitute the Employee's resignation from employment and automatic termination of his/her employment relationship with the Employer.

ARTICLE 17

NORMAL HOURS OF EMPLOYMENT - REGULAR SCHOOL YEAR

- A. The District reserves the right to schedule and modify all days and hours of work.
1. A full time driver shall be one who is employed for the school year and who drives the hours he/she is scheduled to drive which shall be a minimum of five (5) hours per day. A full-time transportation assistant shall be one who is employed for the school year and who works at least 25 hours per week.
 2. The Board agrees not to reduce any runs in existence as of 7-1-96 so as to have the effect of reducing existing employees (those employed as of 7-1-96) below the five hour limit as status for qualifying as a full-time driver.
 3. A regular day/regular run shall consist of a high school run, a middle school run and an elementary run, or any combination thereof; and shall be no less than three (3) hours total. If, in the event the Employer is unable to put together a regular day consisting of at least three (3) hours, then it shall be the prerogative of the Employer to utilize, all other extra runs to schedule a regular day run of at least three (3) hours. The assignment of all other extra runs shall be bid on or assigned on the basis of seniority, except when a driver turns down the extra run.
- B. Drivers shall be paid for actual hours worked in transporting students to and from school, authorized field trips, extra runs and shuttle runs. However, in circumstances where schools schedule a take-home of students for reasons other than a scheduled half-day for all schools, drivers shall be paid an additional one-half (1/2) hour pay. In circumstances where an unscheduled take-home of students is necessitated, drivers shall be compensated one (1) hour of pay. Any field trip or extra run of less than one (1) hour driving time, that is not connected to a regular run, will be compensated (1) hour of pay.
- C. Drivers shall be paid in addition to B above, for time spent in taking buses for repairs and for waiting time connected with said repairs. Bus Repairs, Drop offs and pickups will be made by the mechanics, the Director, or by available drivers. Sub drivers will only be used when regular drivers are not available.
- D. Drivers shall be paid for time spent on maps, routes and student list, and other duties required as directed and approved by the Transportation Director.
- E. In the event that an employee is assigned to drive students to another district and the other district is closed, employee shall be required to report to work for the District. If the Superintendent or his/her designee declares that the entire district is closed, all employees shall not report to work.
- Transportation employees shall receive their normal compensation for the first five (5) days that the district is closed due to inclement weather. In the event the District is closed for more than five (5) days, employees may use Personal Business Days, provided they have them in their personal leave bank, in order to receive their normal compensation. If employees do not use Personal Business Days, they will not be paid for the days the District is closed in excess of the first five (5) days. Employees will be compensated if they report to work on rescheduled days/hours.
- F. The driver shall be paid thirty (30) minutes per day for Employer required inspection, bus washing,

gassing, oiling, warming engines, cleaning windows, tires and mirrors.

- G. In the event the Employer requires each driver to thoroughly wash the complete interior and exterior surfaces of their bus, they shall be paid for up to three (3) hours at their regular hourly rate.
- H. Clean-up time after field trips may be added to driving time and listed accordingly on the trip time sheet.
- I. The Transportation Director shall assign all regular day runs including field trips on the basis of seniority. A driver with less service in the employ of the Board shall not be assigned a regular day run unless his/her qualifications shall be determined to be substantially superior. In the event the senior driver shall not be given the regular day run request, reasons for the denial shall be given to the Employee in writing.
- J. It is expressly understood that, as a requirement, the special education driver shall either enroll and successfully complete a special education driver's class or have previously successfully completed said class, if available.
- K. Runs shall be selected prior to the start of school. If by the third Monday in September any run is changed by 30 minutes, or more, that run shall be reposted, or another bid session held. All assigned runs shall be considered permanent after the first four (4) weeks and new runs shall be assigned temporarily until the end of the school year unless the run is more than five (5) hours which will be posted or another bid session held. Every attempt shall be made to formulate all extra runs prior to the beginning of the school year. Drivers shall be able to select these runs as per Section A, 3 of this Article.
- L. If any run passes completely through the seniority list twice and apparently is unacceptable by all the drivers, then it will be assigned by the Transportation Director to the person last hired by the Employer. However, the Transportation Director may use his/her discretion in omitting drivers with one (1) or more extra runs.
- M. If a run of a senior driver is terminated after the run has been made permanent, he/she shall be able to bump the last driver hired.
- N. Transportation Employees are expected to be familiar with the operation of all transportation equipment, including specialized equipment required for students with disabilities.
- O. District will provide at least a one week advance notice for any mandatory meetings scheduled on a professional staff development day during the school year and attendance is required. Transportation Employees will be required to attend staff meetings. Transportation Employees will be paid at a minimum of thirty (30) minutes for their attendance at these meetings.
- P. Drivers, when subbing for transportation assistants, will receive their driving rate of pay when subbing during the regular school year.

ARTICLE 18

SUMMER DRIVING

- A. Drivers do not regularly work during the summer months. However, whenever summer driving is available, qualified drivers from the bargaining unit who indicate their availability may be used. Assignment will be according to Article 17, Sections J.
- B. Those drivers selected, as per A above, for regular summer driving shall also drive all extracurricular field trips associated with their particular summer school program.
- C. When field trips become available during the summer months drivers, who indicate their availability as per A above, shall be assigned to drive those trips on a seniority rotation basis. The summer seniority rotation list shall continue from the last day of school.
- D. Drivers who are assigned to a regular summer school run shall not be available for summer field trips unless no regular driver is available or in cases of an emergency.
- E. All summer driving runs will be posted by the end of the school year at one (1) time but no later than June 15.
- F. Drivers voluntarily working as a Transportation Assistant will be paid at the top Transportation Assistant pay step.
- G. The process used for selecting Transportation Assistants for summer runs will be as follows:
 - Post the time;
 - Award first to Transportation Assistants by reviewing of seniority;
 - Award second to bus drivers in order of seniority;
 - Award third to sub bus drivers, and
 - If no volunteers, assign finally to Transportation Assistants in reverse order of seniority.

ARTICLE 19

FIELD TRIPS

- A. A field trip is any trip that is not defined as a regular run or an extra run. All field trips shall be authorized by the Superintendent, or his/her designee, one (1) week in advance and posted in the Transportation Center immediately following authorization, if at all possible.
- B. Field trips, including A.M. special trips of 5.25 hours or greater, shall be bid on or assigned on a continual year round basis for regular drivers. If a driver declines a field trip, he/she shall be passed by on the rotation list. A special event is a school event such as an Open House or Meet & Greet. If transportation staff is needed for one of those events, the Director may assign the staff who regularly serve that building.
- C. Rules governing field trips (Appendix C) will be published and posted. These rules shall not be modified except by mutual agreement between the parties.
- D. Field trips shall be cancelled if the Transportation Director considers roads to be hazardous.
- E. Field trips shall not be scheduled unless supervised by a teacher-sponsor or other adult as designated by the Building Principal. Occasional exceptions may be made upon approval of the Transportation Director when another adult is not available.
- F. In the event a driver shows up for a field trip and has not been notified that the trip is cancelled, he/she will be entitled to one (1) hour pay. When a weekend trip is scheduled for three (3) hours or more, but actually turns out to be less than three (3) hours, the driver will be paid for three (3) hours. In the event a driver shows up for a summer field trip scheduled for six (6) hours or more, and has not been notified that the trip is cancelled, he/she will be entitled to three (3) hours of pay.
- G. If trips are cancelled, the Director of Transportation shall be notified immediately by the sponsor. If a trip is cancelled during the academic school year, the driver shall not lose any forfeited regular time. On extended trips (over two (2) hours) drivers may stop for a ten (10) minute rest period every hour.
- H. Provisions will be made for gas and oil, emergency services and supplies when drivers are on field trips.
- I. Drivers shall periodically check their bus while waiting on field trips. The bus shall be warmed up and ready for reloading after the event.
- J. If a driver calls in sick for any portion of a day on the day of or the day before a Field Trip, that driver will lose the Field Trip scheduled for that day or the next day. If a Driver calls in sick the day after a field trip, the Driver will be precluded from consideration for the next field trip assignment.
- K. In the event the Employer schedules an overnight field trip, the following shall be in effect:
 - 1. The Employer shall pay all costs incurred by the driver for room and meals. The Employee shall be required to submit supporting documentation to Employer for all room and meal expenses.

2. The driver shall be paid for actual time spent driving on the day to the destination and on the day returning from the destination.
 3. Multiple Day Trips:
 - a. The driver will be paid for up to 8 hours which includes wait time and driving time. If driving time exceeds 8 hours, the driver will be paid for the driving time hours.
 - b. On multiple day trips, Saturday wait times will be paid at time and a half and Sunday wait time will be paid double time. Weekday wait time will be paid at the driver's straight time rate. Wait time hours do not count towards driving time for overtime pay purposes.
 4. On overnight trips drivers shall not be required to act as student chaperones and, if possible, drivers will be provided sleeping accommodations apart from the students.
- L. Extra Run Teammate Drivers: All extra run teammate drivers will be familiar with the extra run and students assigned to the run. The regular extra run driver will be able to bid on field trips that occur during their extra run. If the extra run is vacated by the regular driver for more than six (6) consecutive days, the teammate driver will not be required to take the vacated run. If for some reason neither the regular driver nor the teammate driver is available, the run will be posted.

ARTICLE 20

HOLIDAYS

- A. All full-time Employees shall be entitled to be paid for the following holidays if they fall within their normal work year. Authorized holidays are:
1. Thanksgiving Day
 2. Friday After Thanksgiving
 3. Christmas Eve Day
 4. Christmas Day
 5. New Year's Eve Day
 6. New Year's Day
 7. Good Friday
 8. Memorial Day
- B. Employee must be actively at work the day before and after to qualify for the holiday. If the holiday falls on Sunday, Monday shall be the paid holiday.
- C. If the holiday falls on Saturday, Friday shall be the paid holiday, unless such day is already a holiday and then the additional holiday will be determined by management.
- D. An exception to the above shall be made if school were in session on the aforementioned days. In such case, this shall not imply a double pay situation.
- E. If a driver is required to drive on the above holidays or July 4th or Labor Day, they shall be paid double time.
- F. An employee using documented death-in-the-immediate family days, or who is on documented sick leave extending over 30 calendar days, may use days from their sick bank to compensate for loss of holiday pay when the holiday falls within the absence period.

ARTICLE 21

LEAVE PLAN

A. Leave With Pay

1. Leave Days are a benefit provided to the Employee and should be used professionally and during a time of need.
 - a. Proper use of Personal Leave Days may include for personal illness, temporary physical disability of an employee, illness in the immediate family, or temporary physical disability of an immediate family member.
 - b. Personal Leave Days may also be needed for personal business. Personal business may be needed for personal or private business such as a major life event (birth, marriage, graduation out of state, closing on a house, etc.). Personal business is for a reason beyond the control of the individual, and is needed for a legitimate activity that can be accomplished only during school hours. Prearranged Personal Business Days shall not be taken in the first or last week of the school year or within three (3) days before or after a break/recess period. Employees planning to use a Personal Business Day(s) shall make a request to the Transportation Director at least one (1) day in advance, except in cases of emergency. No more than two employees per day may be off for personal business reasons unless approved by the Supervisor.
2. At the beginning of each work year, Transportation Employees shall be credited with eleven (11) Personal Leave days per year of which three (3) days may be used for Personal Business.
3. Unused personal leave time shall be accumulated to a total of 185 days, during the school year, to be known as a paid leave bank. Employees may use up to two (2) personal days on District PSD days when no Transportation Department PSD is scheduled, provided the Employee has not used more than three (3) paid or unpaid days during the current school year.
4. In addition to the above leave days, death in immediate family may be granted up to three (3) days for any occurrence with no limitation as to number of occurrences. Additional leave time may be granted in extenuating circumstances.
5. Up to three (3) days per year may be used for religious holiday observances.
6. Jury Duty: In situations arising from the calling of an Employee for jury duty or subpoenaed as a witness as a result of a ticket being issued to a citizen involved in a bus incident, the Employee and the Assistant Superintendent of Human Resources shall arrange a schedule of necessary leave and the Employee shall be paid the difference between the salary paid as a juror and that being paid by the Employer. In no case shall the combined salary be greater than the salary paid by the Employer.
7. Criteria for fulfilling requirements of participating in personal leave with pay:
 - a. Personal illness and injury - Employees who are absent due to illness or injury shall call the Transportation Center at least 30 minutes before the start of their run.

1. The Board, at its own expense, may require an examination, performed by a Board designated physician, of a person whose injury or sickness is the basis of a claim for personal leave or the claim for leave benefits. If upon such examination it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave shall have all such benefits terminated forthwith.
 2. The employee shall provide medical certification for illness upon request of the employer or for absences expecting to last 3 consecutive days or more because of illness or injury. Upon his/her return and before resuming his/her duties, the absent employee shall submit to the Superintendent or his/her designee with a statement signed by a competent physician indicating the nature of the illness or injury and a certification of fitness for the Employee to resume his or her normal duties.
 3. An Employee will not be permitted to return to work without a note from a physician stating that he/she is able to perform the duties of his/her job in a manner that is not unsafe to the Employee or the students.
 4. In cases where an Employee is absent from employment by reason of an injury compensable under the Workers' Disability Compensation Act, such Employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Upon written request from the Employee, paid leave days in such cases shall be deducted from the Employee's leave time bank in proportion to the daily amount paid by the district.
- b. Critical illness or death in immediate family or other-personal business, description and the requirements:
1. Immediate family includes spouse, children, grandchildren, parents, grandparents, and siblings, of both the Employee and his/her spouse. Individual adjustments may be made by the Superintendent or his/her designee to cover specific and unusual circumstances.
 2. Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee.
 3. All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the Transportation Director. Except in cases where extreme circumstances prevent, approval of the Employee request for personal business leave must be obtained from the Transportation Director and the Superintendent or his/her designee in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for denial, in which event the Employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval or disapproval.
 4. In unusual cases involving particularly private or confidential circumstances, the Transportation Director and Superintendent or his/her designee may act on the basis of a verbal rather than a written statement of circumstances. However, the request for

personal business leave shall be in writing.

5. Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.

B. Leaves of Absence Without Pay

1. Employees shall not take an unpaid Leave of Absence for the purpose of seeking other similar employment.
2. Seniority does not accrue while on an unpaid leave.
3. Health Leave

Personnel may be granted a health leave when his/her health or the health of a member of the immediate family, which shall be interpreted as parents, spouse, child(ren), siblings, in-laws or dependent of the immediate household residence, warrants it, after one (1) year of service, and up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the personnel must either return or resign unless a special extension is recommended by the Superintendent, or his/her designee. When the health of a person or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall so request the Superintendent, or his/her designee, in writing and submit a statement from a physician certifying his/her fitness to return.

4. Personal Leave

An Employee, full-time, with at least one (1) year of regular driver service, may request a personal leave of absence without pay, not to exceed two (2) weeks duration. He/she shall so request to the Superintendent, or his/her designee, in writing, clearly stating the reason at least four (4) weeks in advance. Such request shall not be in conflict with any other section of this Agreement. The above time limits may be waived by the Superintendent. Confirmation or denial of request shall be given in writing fifteen (15) days before requested date of leave.

5. Child Care Leave

- a. A request for Child Care Leave shall be made in writing by the Employee. Request for a Child Care Leave must be made at least one (1) month prior to the start of the leave. A Child Care Leave, without pay or fringe benefits may be granted to an employee for a period of up to one (1) year
- b. Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by March 15, of the year the leave expires, of their intention to return.
- c. Increment credit for salary purposes shall not be allowed in this type of leave.
- d. Return to duty will be requested by the Employee, in writing, to the Human Resources Department and be supported by the attending physician's certification of the Employee's ability to resume her assigned duties. The Employee will then be considered first on the list of candidates when a position is open requiring a person with her qualifications. Driver shall return with full seniority.

- e. An Employee who suffers a still-birth or the death of any child for whom she was granted a child care leave may, upon approval of the Assistant Superintendent, be returned to service after appropriate medical certification by her attending physician and/or the school physician.

6. Family and Medical Leave Act (FMLA)

- a. Pursuant to the Family and Medical Leave Act (FMLA), as amended, an employee with more than one (1) year of experience, and who works at least 1250 hours per year, shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
 - 1. Birth, adoption, or foster care placement of an employee's child;
 - 2. Serious health condition of an employee's spouse, child, or parent;
 - 3. The employee's own serious health condition.
- b. 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 FMLA 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.
- c. The Board of Education will continue premium payments for health care benefits for up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. 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 to the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- d. The employee may first use accrued paid leave pursuant to the terms and conditions of Section A, 1 of this Article. The remainder of any leave time will be unpaid.
- e. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- f. 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. The District may also require a physical examination where the examination is otherwise required to determine if the driver has the ability to perform essential job functions without posing a safety threat to himself/herself or others.

7. Return from Leave Without Pay

- a. 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 semester, shall notify the Assistant Superintendent of Human Resources, in writing, no later than March 15 for the start of the work year and November 15th for the second half of the work year of the date he/she plans to return to work. If the employee does not request to return to work by the deadlines, or if

they fail to return to work when scheduled, they shall be considered to have resigned their employment with the Novi Community Schools.

- b. 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, providing a position is vacant and available.
- c. Upon return from a leave of absence without pay (excluding FMLA and Personal Leave With Pay), the Employee shall be placed on the Salary Schedule (Appendix A) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
- d. The employee returning from leave has no rights to a vacant position until more senior members in the bargaining unit have had the opportunity to bid on that position.
- e. If the employee is recalled from leave to a vacant position either in person, or by his/her email address, he/she has ten (10) days to return to that position. If the employee does not return, he/she loses any rights to any further positions and will be considered to have resigned their position with the Novi Community Schools
- f. If the employee desires to return to work and no position is available, the employee will continue on a month-to-month leave status until such time as there is a position available.

ARTICLE 22

COMPENSATION

- A. Employees shall be paid twice per month through direct deposit as designated by the Employer. The Employer shall make every effort to assure Employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures, he/she will notify both the Association and the Employees at least thirty (30) calendar days prior to the implementation of any procedural change. The wage scale shall be as noted in Appendix A (*Currently the pay period runs from Sunday through Saturday*).
- B. Employees will be paid for up to one (1) hour pay down-time when they are scheduled to take a trip that starts within one (1) hour of the end of their regular AM & PM run schedule.
- C. Employees will be paid one (1) hour for attendance on Bid day. Every effort will be made to have routes available for review at least three (3) business days prior to Bid day.
- D. Transportation Department related business calls made on a driver's personal cell phone will be reimbursed upon documentation provided to the Director.
- E. An Employee who qualifies for retirement under the State of Michigan MIP or Basic Retirement Plan, has a minimum of ten (10) years of service with the Novi Community School District (per the anniversary date of hire), and has accumulated 80 days or more in their sick leave allowance bank, will be paid:
 - \$80 per day for each day they have over 80 days in their bank
- F. Down Time shall be paid at the rate of \$15.00 per hour. Down Time is defined as the period of time when a driver is not driving during a trip after students are dropped off and prior to student pickup.
- G. Driving Time shall be paid to the nearest quarter hour of an hour.
- H. A non-probationary Transportation Employee shall receive attendance incentive pay as follows:

0 absences	1 absence	2 absences
\$100.00	\$80.00	\$60.00

Attendance incentive pay shall be granted three (3) times during the school year. For this purpose the school year shall be divided into thirds (1st day of school through November 30; December 1 through February 28; March 1 through the last day of school) and paid on the second pay of the following month.

Leave days granted under Article 19, A (Bereavement, FMLA and Jury Duty) shall not be considered as absences in determining attendance incentive pay.

ARTICLE 23

OVERTIME

- A. Time and one-half (1/2) shall be paid for all Transportation Employees time over 40 hours in a week based on a Sunday – Saturday schedule. Personal and sick time shall not be included in the computation of overtime.
- B. Training time scheduled by the District, where a driver works in excess of forty (40) hours in a week, will be paid at time and one-half.
- C. Time and one-half (1/2) for Saturday and double time on Sunday will be paid without regard to the forty (40) hours requirement.
- D. Every effort will be made to have regular drivers receive overtime before any sub driver receives overtime.

ARTICLE 24

SPECIAL CONDITIONS RELATING TO WAGE SCALE

- A. All Transportation Employees hired on/or before December 31 of any school year will be placed on Step 1 of the Salary Schedule and will move to Step 2 on July 1 of the next school year if eligible in accordance with the requirements in Appendix A – Salary Schedule.
- B. All Transportation Employees hired and assigned to a regular run on/or after January 1 of any school year will be placed on Step 1 and will move to Step 2 at the completion of the next full school year if eligible in accordance with the requirements in Appendix A – Salary Schedule.
- C. Drivers shall be paid their regular hourly rate for required attendance at bus driver training school. In the event that any required State testing is re-implemented, the driver shall be paid their regular hourly rate.
- D. The Employer shall pay the cost of the required 1) CDL license, with Class 3 Endorsement, and 2) the state required physical in accordance with Federal DOT and MDE Transportation rules and drug testing. Required physical exams will be provided through a designated medical facility determined by the Employer.
- E. All annual raises and continued employment are subject to the completion of state bus driver training school requirements.

ARTICLE 25

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 medical, vision, dental, AD&D, life, and LTD insurance coverage (if chosen) for all eligible Employees and their eligible dependents toward the Association's negotiated insurance plan(s).

Employees may choose from one of the following two (2) plans:

1. PLAN I: Full hospitalization and major medical protection for the Employee and his/her family under MESSA. 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.

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.

2. PLAN II: For employees electing to not take the Employer medical plan, they shall receive the following monthly sum payments in cash:

1 - 4 Employees	\$100 each, per month
5 - 7 Employees	\$150 each, per month
8 or more Employees	\$200 each, per month

Consistent with PA 152, the "monthly cost" shall include fees, assessments, commissions and taxes which come from the insurance carrier, company agent, Health Insurance Claims Act, or the PPACA, any other costs required to be accounted for pursuant to PA 152.

To the extent allowed by law, the Health Insurance Cap shall first be applied to medical 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.

- B. The "medical benefit plan coverage year" shall run from January 1 through December 31 of each school year. The parties specifically recognize that the first date upon which coverage begins may differ from the above "medical benefit plan coverage year" due to the implementation of the PPACA coverage mandate if it results in a truncated "medical benefit plan coverage year" during the first year of coverage.
- C. 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.

ARTICLE 26

WORKERS' COMPENSATION BENEFITS

A non-probationary Employee who is absent due to an illness or injury which is compensable under the Michigan Workers' Compensation Disability Act shall continue to receive benefits without pro-ration for not longer than one (1) year.

ARTICLE 27

RESPONSIBILITIES

- A. The Superintendent, or his/her designee, shall ensure that the transportation service is operated in accordance with the Michigan Pupil Transportation Act, and the policies of the Board of Education.
- B. The Employer determines the need for pupil transportation.
- C. Drivers shall not put any student off a bus other than at school or his/her regular stop, except in an emergency and under the direction of the Transportation Director or his/her designee.
- D. Any student may be suspended from riding the bus, with the approval of his/her principal and/or the Superintendent, or his/her designee. Any student who has been suspended from riding the bus shall be reinstated on the bus only by written approval of the Transportation Director.
- E. All drivers shall be hired and/or released with the approval of the Superintendent, or his/her designee.
- F. All instructional hours and routes shall be approved by the Transportation Director.
- G. Employees shall be at their bus when students are loading. The normal place of duty shall be in the Employee's seat or adjacent to the entry door.
- H. The Employer shall publish and distribute each school year the student bus responsibilities and/or procedures for disciplinary action.
- I. After consulting with the drivers, responsibility for locating, determining, etc., of each bus stop, and run, shall rest solely with the Transportation Director. However, the Transportation Director will notify each driver when making a change of stops or the run. If, during the school year, the driver believes a stop or run should be changed for any reason, the driver shall notify the Transportation Director in writing. In all instances, the final decision shall be the responsibility of the Transportation Director.
- J. When run sheets are finalized in the beginning of the year, drivers shall be provided a copy of same. Drivers shall keep said run sheets in a place provided in the Transportation Center and on their bus and shall be responsible to keep them up-to-date according to information provided to them by the Transportation Director.
- K. The Employer shall select and provide, without cost, to each driver a Spring and Winter bus driver's jacket to be worn by the driver during his/her driving time. The Spring jacket shall be selected in September and the Winter jacket in June. The Employer shall not be required to provide more than one (1) Spring jacket or Winter jacket every two (2) years. Drivers shall keep jackets clean and in good repair and at their own expense. The Employer shall decide on replacement. After Employee input, the selection of bus driver's jacket will be reviewed by the Employer during the term of the Agreement.
- L. The Board of Education will make every attempt consistent with available funds, vehicles, facilities, and personnel, to maintain a student load on each bus consistent with Michigan Department of Education recommendations.
- M. Employees shall not be required to work under unsafe or hazardous conditions.

N. To the extent permitted by law and that the information is available to the Employer, the district shall inform transportation personnel of identified unique individual characteristics of students relevant to behavioral handling techniques, health alerts and other inherent characteristics which might occur or manifest themselves during the students use of district transportation services. Employees shall not disclose a student's personally identifiable information to a third party before the Employer acquires written consent from a student's parent or an eligible student (18 years of age or older.)

ARTICLE 28

NO STRIKE

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

ARTICLE 29

MAINTENANCE OF CONDITIONS

Conditions of employment in effect at the execution of this Agreement shall, except as improved herein, be maintained during the term of this Agreement.

ARTICLE 30

JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for purposes of instructional training, experimentation or in cases of emergency. This shall not restrict the Employer's right to use substitute drivers under the provisions of this Agreement.

ARTICLE 31

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and the Supplements shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 32

DURATION OF AGREEMENT

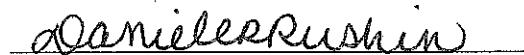
This Agreement shall be effective as of November 6, 2020 and shall continue in effect until the end of the day on June 30, 2023.

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

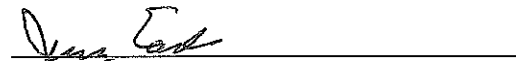
Dated this sixth day of November, 2020.

**NOVI COMMUNITY SCHOOL DISTRICT
BOARD OF EDUCATION**

NOVI TRANSPORTATION ASSOCIATION



Danielle Ruskin
President



Jerry Earle
President



Willy Mena
Secretary



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 Transportation Association

Jerry Earle, President
David Viet, Vice-President
Grat B. Dalton, Executive Director

Novi Community School District

Gary Kinzer
Steve Matthews
Greg McIntyre
Cindy Valentine

APPENDIX A

HOURLY WAGE SALARY SCHEDULE

SALARY SCHEDULE CLASSIFICATIONS

Classification 1 - Bus Driver

Classification 2 - Transportation Assistant

2020-2021 Full step progression and 3% increase for those employees at steps 6, 10, 15 and 20

Classification	Steps						Longevity		
	1	2	3	4	5	6	Year 10	Year 15	Year 20
Bus Driver	\$17.95	\$18.15	\$18.35	\$18.55	\$18.75	\$19.82	\$20.08	\$20.34	\$20.89
Trans. Asst.	\$13.33	\$13.58	\$13.85	\$14.10	\$14.35	\$15.25	\$16.06	\$16.37	\$16.37

Permanent Sub Bus Driver - Hourly Rate - \$16.24

Transportation Employees who are not at the top step of the salary schedule, and received an effective or highly effective rating on their 2019-20 evaluation, shall advance one step on the salary schedule effective for the 2020-21 school year. A 3% increase will be applied to years 6, 10, 15 and 20 of the salary schedule.

2021-2022 Wage reopener mutually agreed on by both parties no later than June 12, 2021, otherwise a rest in salary progression shall occur

2022-2023 Wage reopener

The basic compensation and salary rate shall be as set forth above, subject to the following provisions:

- A. Transportation Employees who are at the top step of the salary schedule for their classification, and receive an effective or highly effective rating on their evaluation for the 2020-21 school year, the District shall remit an off-schedule payment of \$250 to the Employee. Payment is not cumulative and is restricted to the 2020-21 school year and will be paid no later than July 2021.
- B. Transportation Employees who are not at the top step of the salary schedule, and received an effective or highly effective rating on their 2020-21 evaluation, shall advance one step on the salary schedule effective July 1, 2021.

APPENDIX B

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: _____

APPENDIX C

TRIP BOARD RULES

POSTING

- A. Every attempt shall be made for the trips to be posted on the boards in order of date and time by 4:00 pm on Friday or by noon of the last scheduled day of the week.
- B. Which board (weekday, weekend, or holiday) a trip is posted is determined by the day the trip is started on.
- C. All trips will be given to full time drivers whenever possible and sub drivers used only when there are no full time drivers to take the trip.
- D. The driver shall be permitted to drive part of their AM run. They shall give up part of their PM run unless management determines it necessary to do part of their PM run. In the event that the trip returns early, the driver will be guaranteed their normal afternoon hours.
- E. The driver will report to the garage 15 minutes before the start time of a weekday trip and 30 minutes before the start of a weekend/holiday trip.
- F. All trips not covered by a full time driver during rotation will be filled by a sub driver.
- G. If a trip is posted as ASAP, this means you must be at the site within 15 minutes of the posted departure time.
- H. No one except management has the right to post trips or alter trips posted on the board.
- I. If a scheduled holiday falls on a weekday, it is posted on the Holiday board.
- J. If an overnight trip is posted on the weekday board, it will not affect your status on the weekend board rotation.

REPOSTING

- A. If any trips come into the Transportation Department Friday after the trip board is posted for the following week, said trips should be posted at the bottom of the previously posted trips.
- B. Reposting of same day trips when a sub is needed to cover the PM run must be signed by 9:30 AM.
- C. Trips reposted for the same day in the PM must be signed by 1:45 PM. If a driver without a high school run comes up in rotation they will be called by management or the person in charge of the trip board signing.

SIGNING

- A. Drivers shall sign the trip board in order of seniority rotation and continuous rotation. The trip boards can be started at 6:00 AM for trips going out before 9:30 that morning. All other trips will be signed for at the regular trip board signing at 9:15.

- B. Three drivers, to be agreed upon by the bargaining unit and management at the start of each school year will be the only ones to do the trip board rotation.
- C. On Monday trip board signing, drivers not in the lounge when they come up for rotation will be skipped. If drivers need to fuel, sweep, etc. they should do so after trip board signing.
- D. Drivers shall make themselves available for the signing of the trip boards in person or by using the Trip Board Log (TBL). The trip board log shall only be used if you are on school business or a personal day. If you have a conflict that makes you unavailable to stay you may use the TBL with management approval.
- E. The trip board signing before a holiday week will be Friday (or the last scheduled work day) at 1:15pm. If a driver without a high school run comes up in rotation they will be called by management or the person in charge of the trip board signing.
- F. Midday runs need to be signed by 9:30.

CHANGING BUSES

- A. Drivers must take the trips signed for, but drivers may change equipment or vehicles as deemed necessary.
- B. Drivers that need to use a different vehicle will be notified by management. All changes will be made by management only and will be done before the trip goes out and not over the radio.

CANCELLATION

- A. When multiple vehicles are assigned to the same trip and the cancellation of a vehicle is necessary:
 1. The last driver to sign the trip is cancelled.
 2. A driver of higher seniority of said trip may, at their option, take the cancellation without a makeup or a skip.
- B. If a driver needs to cancel a signed trip when school is in recess, they are expected to contact the Director, Secretary/Dispatcher, Union President or Vice President in that order.

CANCELLATION (SKIPS)

- A. If a member cancels or misses a trip on either board for any reason, then that member will miss (skip) their next available trip in rotation on that trip board. There is a no excuse policy on all cancellations with only one exception, death in family, as stated per the contract.
- B. A trip cancelled by the driver must be reposted and put back at the bottom of the board at the point of cancellation.
- C. If a trip is posted, signed and then is changed in time by 3 or more hours, the member may opt to change their mind without a skip or a makeup.
- D. If a driver fails to show up for a signed trip:
 1. 1st time – miss the trip and get 1 skip
 2. 2nd time – miss the trip and 2 skips
 3. 3rd time – miss the trip and off both boards for the remainder of the school year.

ERROR

If for any reason an error is made on the trip board, the trip assignment (and subsequent makeups and skips) will be erased and will start again from said error ASAP or no later than 9:30 AM the following day. ie: a member's rotation was missed or management error.

MAKEUP

- A. A makeup is given when a trip has been cancelled or cannot be taken due to bus scheduling.
- B. Makeups are assigned first. Show up time for a cancelled trip is one (1) hour and a makeup.
- C. When makeups are used, the current line on the board must be completed first. A current line on the board must have a yes or no to be valid. A blank space or N/A is not valid and a makeup may be used on that line.
- D. If you are first up in rotation and you have a makeup, the first up rotation goes first and the makeup will be the next available.

EMERGENCY PROCEDURES

- A. An emergency is classified as when there is a trip without a driver or without a bus and there is no time (30 minutes or less) to go through continuous rotation. For example: bus break downs, overlapping trips, or last minute cancellation of driver.
- B. In the event of an emergency, management will go to the highest seniority driver available to fill the trip at that time.
- C. In the event of an emergency, call the Transportation Director or designated person in charge.
- D. Emergency trips shall not affect the rotation. If the trip needs to be out ASAP it goes to a driver that can be here in 15 minutes or less.

These procedures are meant to help and assist the members in signing for extra trips. Every attempt is made to cover all situations. If a conflict occurs, there will be a meeting of the Association Representatives and management.

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

Employee's Name:	Job Assignment:
Supervisor:	Date:

Bus drivers are evaluated annually on their performance in the previous school year.

Performance Evaluation

Appraisal Criteria and Standards of High Level Performance

I. Responsibilities

High level performance requires that the employee:

- a. Understands and complies with District policy
- b. Performs daily pre-trip inspection of school bus
- c. Positively responds to supervisor directions
- d. Reviews and follows route sheets on a daily basis
- e. Maintains a clean bus; both interior and exterior
- f. Under normal conditions, maintains on-time bus schedule

N/A	1	2	3	4

Total

Basis for conclusions:

II. Commitment to Safety

High level performance requires that the employee:

- a. Ensures student safety is the first priority
- b. Operates the school bus in a safe manner
- c. Reports vehicle defects or concerns in a timely manner
- d. Operates the bus with good judgement in adverse conditions
- e. Communicates unsafe conditions or situations to supervisor

N/A	1	2	3	4

Total

Basis for conclusions:

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

III. Relationship Building

High level performance requires that the employee:

- a. Courteous and respectful to students
- b. Communicates bus rules and expectations to students
- c. Consistently enforces student expectations
- d. Follows established discipline procedures
- e. Communicates effectively with students and parents
- f. Uses the P.A. System to effectively communicate with students

N/A	1	2	3	4

Total

Basis for conclusions:

IV. Professional Attibutes

High level performance requires that the employee:

- a. Participates in professional development opportunities
- b. Applies new knowledge from professional development
- c. Contributes to the district's mission, vision and goals
- d. Demonstrates a positive attitude
- e. Respects confidentiality and demonstrates professional conduct
- f. Arrives to work on time and follows attendance procedures

N/A	1	2	3	4

Total

Basis for conclusions:

OVERALL TOTAL **(92 total possible)**

Overall Summary:

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

Observation

Appraisal Criteria and Standards of High Level Performance:

S = Satisfactory, U = Unsatisfactory, N/A = Not Applicable

I. RAILROAD CROSSING

High level performance requires that the employee:

- a. Activates lights properly
- b. Demonstrates proper stopping distance from tracks
- c. Actively looks/listens
- d. Opens doors
- e. Turns fans off
- f. Directs students to be quiet

S	U	N/A
TOTAL		

Comments:

II. LOADING/UNLOADING

High level performance requires that the employee:

- a. Approach to stop
- b. Demonstrates a smoothness when stopping
- c. Uses the overhead lights
- d. Uses the mirrors
- e. Shifts to neutral/sets brake
- f. Waits for students to be seated before driving
- g. Watches students cross
- h. Signals students across
- i. Directs all students to cross together

S	U	N/A
TOTAL		

Comments:

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

III. TURNS/SIGNALS

High level performance requires that the employee:

- a. Enters the correct lane before/during/after turn
- b. Allows for adequate time/space
- c. Signals for turns
- d. Signals for lane changes
- e. Makes full stop
- f. Checks traffic before moving

S	U	N/A
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TOTAL		

Comments:

IV. STUDENT MANAGEMENT

High level performance requires that the employee:

- a. Hold students accountable for safety rules
- b. Manages an acceptable noise level
- c. Redirects student behavior respectfully
- d. Ensures that students are properly seated
- e. Turns the radio off while students are on the bus
- f. Uses the crossing paddle for all grades

S	U	N/A
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TOTAL		

Comments:

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

V. SPEED CONTROL/BRAKING

High level performance requires that the employee:

- a. Drives at posted speed
- b. Uses appropriate speeds when turning
- c. Demonstrates a smooth application of brakes
- d. Uses brakes effectively

S	U	N/A
TOTAL		

Comments:

VI. OTHER

High level performance requires that the employee:

- a. Conducted pre-trip inspection
- b. Overall courtesy on road
- c. Reports vehicle defects to supervisor
- d. Good driving habits
- e. Route knowledge
- f. Conducted post-trip inspection

S	U	N/A
TOTAL		

Comments:

Overall Summary:

TOTAL SATISFACTORIES: **(37 total possible)**

**Novi Community School District
Bus Driver Performance and Observation Evaluation**

Point Range

Ineffective	Minimally Effective	Effective	Highly Effective
< 70	70 - 79	80 - 89	90 and above

I have discussed this performance evaluation with the employee.

I have reviewed this evaluation of my performance and discussed it with my evaluator.

**Novi Community School District
Transportation Assistant Performance Evaluation**

Employee's Name:	Job Assignment:
Supervisor:	Date:

Transportation Assistants are evaluated annually on their performance in the previous year.

Appraisal Criteria and Standards of High Level Performance

I. Responsibilities

High level performance requires that the employee:

- a. Understands and complies with District policy
- b. Performs daily pre-trip inspection of school bus
- c. Positively responds to supervisor directions
- d. Reviews and follows route sheets on a daily basis
- e. Maintains a clean bus; both interior and exterior
- f. Under normal conditions, maintains on-time bus schedule

N/A	1	2	3	4

Total

Basis for conclusions:

II. Commitment to Safety

High level performance requires that the employee:

- a. Ensures student safety is the first priority
- b. Is aware of special and/or unique needs of the student population
- c. Supports the bus driver and bus expectations
- d. Communicates unsafe conditions or situations to supervisor

N/A	1	2	3	4

Total

Basis for conclusions:

**Novi Community School District
Transportation Assistant Performance Evaluation**

III. Relationship Building

High level performance requires that the employee:

- a. Courteous and respectful to students
- b. Communicates bus rules and expectations to students
- c. Consistently enforces student expectations
- d. Follows established discipline procedures
- e. Communicates effectively with students and parents

N/A	1	2	3	4

Total

Basis for conclusions:

IV. Professional Attibutes

High level performance requires that the employee:

- a. Participates in professional development opportunities.
- b. Applies new knowledge from professional development
- c. Contributes to the district's mission, vision and goals
- d. Demonstrates a positive attitude
- e. Respects confidentiality and demonstrates professional conduct
- f. Arrives to work on time and follows attendance procedures

N/A	1	2	3	4

Total

Basis for conclusions:

OVERALL TOTAL **(84 total possible)**

Overall Summary:

**Novi Community School District
Transportation Assistant Performance Evaluation**

I have discussed this performance evaluation with the employee.

Evaluator's Signature

Date

I have reviewed this evaluation of my performance and discussed it with my evaluator.

Employee's Signature

Date

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