

AGREEMENT

Between the

NOVI COMMUNITY SCHOOL DISTRICT

And the

INTERNATIONAL UNION

Of

OPERATING ENGINEERS

LOCAL 324

Maintenance Bargaining Unit

October 3, 2019 – June 30, 2022



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PREFACE

This Agreement entered into this 3rd day of October, 2019, by and between the Novi Community School District (hereinafter referred to as the “District”, the “Employer” or the “Board”) and the International Union of Operating Engineers, Local #324 (hereinafter referred to as the “Union”).

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 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 maintenance personnel with respect to hours, wages, terms and conditions of employment; and

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

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

AGREEMENT

This Agreement entered into on this 3rd day of October, 2019, covering the period commencing October 3, 2019 through June 30, 2022, between the Novi Community School District (hereinafter referred to as the District, the Employer or the Board) and the International Union of Operating Engineers, Local #324 (hereinafter referred to as the Union).

ARTICLE 1 - RECOGNITION

Whereas the parties have a statutory obligation, pursuant to the Michigan Public Employment Relations Act (PERA), Act 379 of the Public Acts of 1965 as amended to bargain concerning hours, wages, terms and conditions of employment. The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all Employees of the Employer performing work as:

- maintenance workers excluding all probationary, temporary Employees, extra summer help, and supervisory Employees.

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 Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this 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 Board.
 2. Continue its rights, policies, and practices of assignment and direction 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 or instructional 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 lay-off Employees, but not 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 schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, 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. 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. In the event any differences arise with regard to any matter contained in this Article and such matter is referred to arbitration, the arbitrator shall determine whether or not the Board's action leading to such difference was protected by this Article, and, if so, shall deny the grievance.
- 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 this 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.
- D. 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 may be taken in consultation and agreement with the Union. 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 Union 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.

ARTICLE 3 - EMPLOYEE RIGHTS

- A. The Union and its members shall have the right to use the school building facilities, according to District policy, for Union business; and,
 - 1. The Union will have the right to use school building facilities for Union meetings provided that:
 - a. A request is made to the Maintenance Director on the Employer's forms not less than three (3) days in advance.
 - b. There is no conflict with other school activities.
 - 2. The Union shall be advised within one (1) school day after the request as to whether a room is available.
 - 3. Bulletin boards, school equipment and other District established media of communication (with the exception of the District internal mail system) shall be made available to the Union and the Union shall be responsible for proper operation of all such equipment.
- B. The Board agrees to furnish to the Union, in response to requests, all available information concerning the financial resources of the District, allocations and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit.
- C. The Board shall provide to the Union the following information for new bargaining unit members by October 1 annually or within thirty (30) days of employment whichever comes first:
 - 1. Name;
 - 2. Home address;
 - 3. Personal contact phone number;
 - 4. Date of hire, and
 - 5. Classification.

The above information is provided to the Union for the sole purpose of enabling it to perform its duties as the exclusive representative of Employees in this bargaining unit. The Union will use the information disclosed only for that purpose and will use reasonable diligence in safeguarding information in connection with the Employee's home address and personal contact phone number from disclosure to any other persons or entities.

- D. 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 Union 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.
- E. 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.

- F. The Employee alone, or with the Union Representative, shall, upon request, be allowed to make copies of material from his/her files. The Employer shall, at their discretion, charge the Employee a nominal fee per page.
- G. Any material relating to reprimands or suspension dated three (3) years before the date of personnel file review by the Employee may be removed by the Employee with notification to the Employer.
- H. 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.
- I. 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 for any loss up to a maximum of two hundred dollars (\$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 advocated by the Novi Student Code of Conduct 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 charged for such leave.
- J. The Board shall exert every effort consistent with the available facilities and resources to maintain the Employee work area at a temperature consistent with the type of work being done, and in a clean, safe and healthful manner.
- K. 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.
- L. The representatives of the Union shall, at all times, be present when an Employee is being reprimanded or disciplined, unless the Employee specifically requests that the Union not be present.

ARTICLE 4 - NON-DISCRIMINATION

- A. The Union will continue to represent all Employees without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and will represent all Employees equally without regard to membership or participation in or association with the activities of any Employee organization. The Board agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, sex, marital status or membership or participation in, or association with the activities of, any Employee organization.
- B. The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, sex, age or national origin. In consultation and agreement with the Union, where gender is a bona fide occupational qualification, it shall not constitute a violation of this provision to consider an Employee's gender in such situations.
- C. All parties will adhere to Board policies in sexual harassment.
- D. The grievance procedure (at least at the arbitration level) is not available to claims for which an Employee has recourse under state or federal law.

ARTICLE 5 - BULLETIN BOARDS

The Employer will provide bulletin board space in each building which may be used by the Union 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.

ARTICLE 6 - STEWARDS

- A. Employees may be represented by one (1) Chief Steward and designated Assistant Steward, whose identity shall promptly be made known to the Employer.
- B. The Steward, during his/her working hours, without loss of time or pay, may investigate and present grievances to the Employer, after arrangements have been made with his/her supervisor, which arrangement shall not be unreasonably withheld. No more than one (1) hour per grievance may be so expended by each Steward during his/her working hours without loss of time and pay. This time limit may be extended in unusual circumstances. Time may be allowed for other Union business provided the Director has given prior approval.

All new Employees will have the opportunity to meet the Chief Steward during the first week of employment.

- C. The Steward and Alternate will be granted one (1) day off with pay per year for Steward Training. Every effort will be made to not have both Employees off on the same day.

ARTICLE 7 - SENIORITY

- A. New Employees hired in the unit shall be considered as probationary Employees for the first seventeen (17) consecutive weeks of their active employment. By mutual agreement with the Union, this time may be extended by sixty (60) additional days. 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 Union 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 discharge and discipline probationary Employees and the action is not subject to appeal or grievance.
- C. Employees shall be laid-off or recalled according to their seniority, qualifications, certifications and past performance as determined by the Board within a classification. An Employee on scheduled layoff shall have the right to displace a lesser seniority Employee who is in a lower classification provided, the senior Employee is qualified to hold the position held by the lesser seniority Employee.

ARTICLE 8 - SENIORITY LISTS

- A. Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee. The grievance procedure (at least at the arbitration level) is not available to claims for which an Employee has recourse under federal or state law.
- B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority and the pertinent dates for determination of system and classification seniority.
- C. The Employer will keep the seniority list up to date at all times and will make it available to the Local Union and/or Council Office upon reasonable request.

ARTICLE 9 - LOSS OF SENIORITY

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

- A. He/She quits;
- B. He/She is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. 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);
- D. He/She does not return to work when recalled from layoff as set forth in the recall procedure;
- E. Failure to return from leave of absence without notification to Employer will be treated the same as (C) above;
- F. He/She retires.

ARTICLE 10 - LAYOFF

- A. Layoff means a determination by the Employer to effectuate a reduction in the total numbers, work hours, or any combination thereof.
- B. If a layoff in a classification becomes necessary, layoffs shall occur according to seniority, qualifications, certifications and past performance as determined by the Board.
- C. Notice of Layoff and bumping shall be as follows:
 - 1. Employees to be laid off for an indefinite period of time by the Employer will have at least three (3) weeks notice of layoff.
 - 2. If the laid off Employee desires to bump another Employee, he/she must advise the Assistant Superintendent within two (2) working days after receipt of Notice of Layoff which less senior Employee is to be bumped pursuant to Article 7, C.
 - 3. The bumped Employee shall be given two (2) working days written notice of his/her layoff by reason of bumping.
 - 4. An Employee bumping a less senior Employee shall have twenty (20) working days to establish that he/she is qualified to perform the job of the bumped Employee.
 - 5. When the identity of Employees to be laid off or bumped has been determined, the financial Secretary of Local #324 shall be advised promptly.
- D. Employees who have been laid off for three (3) years shall no longer be subject to recall.

ARTICLE 11 - RECALL PROCEDURE

When the working force is increased after a layoff, Employees will be recalled in a reverse order as that outlined in Article 7. Notice of recall shall be sent to the Employee and the Union at his/her last known email address by registered mail or email address. An Employee fails to report for work within ten (10) working days from date of mailing 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 12 - TRANSFERS & VACANCIES

- A. If an Employee elects to, upon approval of the Employer, transfer to a position under the Employer not included in the bargaining unit and thereafter desires to transfer to the next available position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she was transferred.
- B. In the event of a vacancy, the Employer will give consideration to applications for transfer on the basis of qualification, certification, and seniority and evaluations as determined by the board as defined in Article 7. An applicant with less service in the employ of the Board shall not be awarded such transfer unless his/her qualification(s) shall be determined to be substantially superior.
- C. Unless a vacancy is filled through the recall of a laid off Employee, vacancies shall be posted in a conspicuous space in each permanent building for at least one (1) week prior to filling such vacancies, provided, however, the vacancies may be filled on a temporary basis during posting, interview and selection period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after the vacancy occurs.
- D. All posted positions will be filled within fifteen (15) working days after the posting period is completed when awarded to an internal candidate and thirty (30) working days when awarded to an external candidate.

ARTICLE 13 - PROMOTIONS

A. The Employer agrees that promotions within the bargaining unit shall be made on the basis of ability, past performance qualifications, certifications and seniority and evaluations as determined by the board. In the event the Employer determines to fill a vacancy, said vacancy will be posted within ten (10) working days after the vacancy occurs. Job vacancies will be posted for a period of one (1) week, setting forth requirements for the position in a conspicuous place in each permanent building. Employees interested shall apply in writing during the posting period. The successful applicant who meets the requirements shall be granted a ninety (90) day trial period to determine: 1) his/her ability to perform the job and 2) his/her desire to remain on the job. The trial period may be extended for an additional thirty (30) days by mutual agreement between the parties. An applicant with less service in the employ of the Board shall not be awarded such promotion unless his/her qualifications shall be determined to be substantially superior. In the event the senior applicant is not given the promotion, reasons for the denial shall be given to the Employee and to his/her Union Representative in writing.

All Union applicants will be notified in writing with an explanation as to how the position was awarded.

- B. During the ninety (90) day trial period, the Employee shall have the opportunity to revert back to his/her former classification. If the Employee is unsatisfactory in the new position, reasons shall be given to the Employee and to his/her Union Representative in writing if the Employee so desires.
- C. Everything else being equal, present Employees will be given preference over outside Employees in promotions and in filling vacancies. In considering any Employee for a requested transfer or promotion, the Employer will not regard any reprimands or suspensions with a date of issue three (3) years prior to the date of interview or date of posting.

ARTICLE 14 - VETERANS

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

ARTICLE 15 - TEMPORARY ASSIGNMENTS

One (1) week notice shall be given in the event of a regular shift change.

ARTICLE 16 - CHANGE OF SALARY

A salary change resulting from a permanent change in position shall take effect with the assumption of the duties of the new position. The salary change shall be one (1) of the following: 1) to the minimum salary for the new position, or 2) to the salary step on the appropriate schedule which is at least one (1) salary increment higher than the salary currently being paid the person concerned.

ARTICLE 17 - NEW JOBS

- A. The Employer shall notify the Union, 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 Union 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 Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union 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.

- C. When an increase in staff is necessary to support growth in the district or an increase in job duties, temporary staff can be used for a maximum of sixty (60) calendar days. Vacancies shall be filled in accordance with Article 12.

ARTICLE 18 - PAYDAY

Employees shall receive paychecks in twenty-four (24) installments paid over twelve (12) months. 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 Union and the Employees at least thirty (30) calendar days prior to the implementation of any procedural change.

ARTICLE 19 - VOLUNTARY PAYROLL DEDUCTIONS

The Board shall make authorized deductions, when requested in writing, from the salary of any Employee and make appropriate remittance for annuities, direct deposit to a financial institution or any other plans or programs jointly approved by the Union and Board.

ARTICLE 20 - WORKING HOURS AND SHIFT PREMIUM

A. Premium Pay

1. 25 cents (\$0.25) per hour for all second (2nd) shift Employees.
2. 30 cents (\$0.30) per hour for all third (3rd) shift Employees.

B. The second shift is any shift that starts on/or after 12:00 noon but before 7:00 p.m.

C. The third shift is any shift that starts on/or after 7:00 p.m. but before 4:00 a.m. In the event the Employer determines to actually add and/or start a third shift at any building, the positions shall be posted. If no one applies for the posted shift change, the Employer shall assign members of the bargaining unit to the necessary position in inverse seniority order.

D. The regular work week shall consist of eight (8) consecutive hours each day for five (5) consecutive days, Monday through Friday, lunch period excluded.

E. Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked and one (1) fifteen (15) minute rest period for the second four (4) hours worked per day.

F. The lunch period shall be thirty (30) minutes in duration and shall be scheduled approximately at the mid-point of the regularly assigned work shift for that day.

G. When school is closed district-wide, members of the bargaining unit who perform work on those days will be allowed compensatory day(s) to be used as vacation day(s) at the time vacation is granted. These vacation hours will be deposited into Employee's account for up to eight (8) hours per day. All members of the bargaining unit shall be expected to exert reasonable effort to report to work whether it shall be for the whole day or part of the day. Those Employees not able to report to work because of the inclement weather may use a paid leave day for those days, except when a "State of Emergency" is declared by the Governor. Under "State of Emergency" conditions, Employees who are unable to report for work will receive their normal day's pay for any such day.

H. Accommodation in shift schedule may be made by the director of maintenance for special circumstances (i.e. day care, enrollment in academic classes) after consideration of previously approved vacation schedules of other staff and maintaining minimum staffing levels to accomplish the work scheduled. Altered shift schedules requested by the Employee are not eligible for premium pay.

ARTICLE 21 - OVERTIME

- A. Any Employee who is called to work for any reason at a time other than normal hours shall receive a minimum of two (2) hours pay at his/her classification rate. This provision does not apply to hours consecutively worked with the normal work day.
- B. Time and one-half (1 ½) will be paid as follows:
1. For required work in excess of eight (8) hours in a day or forty (40) hours in any work week period with the exception of a shift change during the week.
 2. For required work in excess of the regular work week.
 3. All hours worked prior to or after standard shifts will be compensated at a rate of time and one half (1 ½) for ice and snow removal.
 4. Overtime must be approved by Director or Assistant Director for scheduled/routine/planned hours.
 5. Overtime necessary to prevent damage/loss to property and assets or that threaten safety does not require permission from a supervisor.
- C. Double time (2x) will be paid for all hours worked on holidays and Sundays.
- D. Compensatory Time

For each day worked under B and C above, the Employee must elect either compensatory time (up to the limits noted below) or overtime pay. Use of compensatory day must be prearranged considering both the wishes of the Employee and the efficiency of the operation of the department.

From July 1st through December 31st, the Employee may accumulate up to forty (40) hours of compensatory time.

From January 1st through June 30th, the Employee may accumulate up to (forty) 40 hours of compensatory time.

ARTICLE 22 - HOLIDAYS

A. Employees in the bargaining unit will have the following paid holidays:

1. New Year's Day
2. Good Friday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Eve Day
9. Christmas Day
10. The day before New Years Day **or** the day after New Years Day

B. The office of the Superintendent, or his/her designee, will designate the day before or after New Years Day. The office of the Superintendent, or his/her designee, will also notify the bargaining unit members by December 1 regarding New Year's Eve observance day.

C. If a holiday falls on a Saturday, the Friday before will be considered as the holiday, unless such day is already a holiday and then the additional holiday will be determined by management.

D. If a holiday falls on a Sunday, the Monday after will be considered as the holiday, unless such day is already a holiday and then the additional holiday will be determined by management.

E. If school is in session on a holiday, Employees in the bargaining unit will be provided with a day off in lieu of such holiday. Members of the bargaining unit will also be notified thirty (30) days in advance if school is scheduled to be in session on a holiday and an alternate day off has been scheduled.

F. The Employee must have worked the entire last scheduled work day prior to, and the next scheduled work day after, each holiday except in the case of leave for a family funeral and/or illness verified by a physician or approved vacation.

ARTICLE 23 - VACATIONS

A. Vacations will be granted to the Employee as determined by his/her length of continuous service (*) in the employ of the Board according to the following schedule:

0 year to <u>4 years</u>	5 years to <u>9 years</u>	10 years <u>or more</u>
2 weeks*	3 weeks*	4 weeks

* Length of continuous service shall be as of the anniversary date of hire.

B. On date of hire and thereafter on July 1st of each year, all full-time Employees will be credited paid vacation time. Vacation time will be provided in advance in the first full year plus any portion of the previous year of employment. Beginning on July 1st of the second full year of employment, vacation time will be credited for time earned during the previous year. Only vacation time credited for time earned will be considered in Article 23 - F.

On date of hire

Advance pro-ration of ten (10) days

On July 1st after date of hire

Advance of ten (10) days

On July 1st after the Employee's first (1st) anniversary

Ten earned (10) days

On July 1st after the Employee's second (2nd), third (3rd), and fourth (4th) year anniversary

Ten (10) earned days

On July 1st after the Employee's fifth (5th) through ninth (9th) year anniversary

Fifteen (15) earned days

On July 1st after the Employees tenth (10th) year anniversary

Twenty (20) earned days

During the probationary period, up to three (3) vacation days may be used.

In the transition year from one (1) vacation level (i.e. 10 days to 15 days) to another, the award of the additional five (5) days will be given at the beginning of the year in which an Employee qualifies for the higher number of days. If the Employee is not still employed on the actual anniversary date on which the days would have been awarded, the days will be withdrawn and the Employee will have to pay back any days used but not earned. Likewise, if an Employee is not still employed on June 30th, and has expended more advanced vacation days than the pro-rated number of days that he/she has worked must reimburse the district for those days.

If vacation days are denied to any Employee in June due to excessive vacation-time requests from other Employees, the District will allow a rollover of the denied days, up to ten (10) vacation days, for a period of one year.

C. Earned Vacations

1. Earned vacations will be taken by the Employee as determined by his/her length of continuous service in the employ of the Board and by the Employer at such times during the year as are suitable, considering both the wishes of the Employees and the efficiency of the operation of the department concerned. Vacation requests must be submitted at least one (1) week in advance of the time requested.

In a situation where extenuating circumstances prevail and it would be assumed that the request would not be repeated in the future during needed periods of operation, the administration may grant the vacation request. Each request would be evaluated separately and independently.

2. To earn a fully paid vacation, an Employee must have actually worked, or had documented illness, for a minimum of 1,920 of his/her regularly scheduled hours during the employment year for which vacation is due or have been drawing workers compensation from an on-the-job injury/illness. To earn a fully paid vacation, hours actually worked plus paid illness hours must total at least 1200 hours. An Employee credited with less than 1,920 hours of his/her regularly scheduled hours during such year shall receive a paid vacation on a prorated basis by dividing the number of hours credited, including the previous years vacation used or paid for, during the year by 1,920 hours and applying the resultant percentage to the vacation benefit converted to hours to which he/she would otherwise be entitled under Article 25, A. The fraction arrived at above shall be rounded off to the fourth place. The total number of paid vacation hours shall be rounded off to the nearest hour if the fraction of an hour is .5 or greater. The total of 1,920 credited hours shall be used solely for determining number of vacation hours to be paid and is not to be considered the minimum number of hours to be worked.
3. When an Employee is off from work due to a documented non-work related medical leave, and does not fulfill the one thousand nine-hundred twenty (1920) hours work requirement, he/she shall receive a pro-rated vacation as listed above, or a minimum work credit as follows:
 - a. For an Employee who has been with the District one (1) year, but not exceeding two (2) years - a one (1) month work credit/175 hours
 - b. For an Employee who has been with the District two (2) years, but not exceeding three (3) years - a three (3) month work credit/525 hours
 - c. For an Employee who has been with the District for three (3) or more years - a four (4) month work credit/700 hours

- D. Vacations or compensatory time must be taken in hourly increments, full days, or may be split into one (1) or more weeks, providing such scheduling does not interfere with the operation of the District or the department.
- E. When an Employee leaves the Employer and has not taken earned vacation under the Board's policy with respect thereto, the Board shall pay the Employee the value of the accumulated vacation at the pro-rata value at the time, provided that the Employee has least twelve (12) months seniority prior to eligibility for vacation.
- F. Vacations are not cumulative and must be taken within a twelve (12) month period after being earned.
- G. Employees will forfeit their vacation time for the following reasons:
 - 1. Employees who quit without giving ten (10) working days written notice, or
 - 2. Employees who are discharged for stealing, misconduct, sabotage, insubordination or other just cause, shall forfeit their vacation pay.
- H. Employees will be paid at time of termination the amount of vacation pay to which they are eligible at that time.

ARTICLE 24 - LEAVE PLAN

A. Leave Time with Pay

1. All personal leave time will be recorded using Aesop or current absence recording system used by the District.
2. Personal leave time with pay will be granted to the Employee at the rate of fifteen (15) days per year. Personal leave time will be prorated upon the retirement or resignation of the Employee.
3. Unused personal leave time may be accumulated and will be known as the paid leave bank.
4. An Employee who qualifies for retirement under the State of Michigan M.I.P. 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 between fifty (50) and ninety-nine (99) days in their paid leave bank, will be paid for five (5) days at their daily rate of pay. If the Employee has accumulated between one hundred (100) and one hundred forty nine (149) days in their paid leave bank, they will be paid for twenty (20) days at their daily rate of pay. If they accumulate between one hundred fifty (150) and one hundred ninety nine (199) days in their paid leave bank, they will be paid for fifty (50) days at their daily rate of pay. If they have accumulated over two hundred (200) days in their paid leave bank, they will be paid for sixty (60) days at their daily rate.
5. Unless provided on the biweekly pay stub, each member of the bargaining unit will be provided a statement of available leave time by the 15th of August each year which shall include any previously accumulated leave time and the advance leave time credited for the current year.
6. Leave time with pay will be granted and deducted from leave bank for personal illness, injury, disability, critical illness or death in the immediate family, or personal business. In addition to accumulated bank limitations, the following limitations shall prevail:
 - a. Personal illness, injury, or disability - Leave time with pay shall be granted to the Employee for the number of days the Employee is required to stay home due to illness, injury, or disability to a maximum of the full amount available in the Employee's accumulated leave bank at the time the illness, injury, or disability occurs. Time may be deducted for illness, injury, or disability in one-half (1/2) hour increments.
 - b. Critical illness or death in immediate family, and/or personal business - a total aggregate of five (5) days for all purposes listed in Section 6(a), 6(b), and 6(c) in any one (1) year. Individual adjustments may be made by the Superintendent, or his/her designee, to cover specific and unusual circumstances.

- i. Upon termination of a pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the Employee shall be required to return to work. As set forth above, medical evidence will be necessary and in the event of doubt, a doctor's examination may be required by the Employer at the Employer's expense.
 - ii. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the Employee's inability to perform the necessary and regular duties and functions of the position.
7. Specific annual limitations on use of personal leave days shall be as follows:
 - a. Critical illness of member in immediate family may be granted up to five (5) days.
 - b. Death in the 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 requested for funeral leave if necessary. Additional leave time will be deducted from the personal leave bank.
 - c. For the marriage of an Employee, their son or daughter, one (1) day may be granted if within 200 miles; if over 200 miles, up to three (3) days may be granted depending on distance.
 - d. Religious Holidays - up to three (3) days per year may be granted.
 - e. Other personal business - up to four(4) days may be granted.
8. Criteria for fulfilling requirements of participating in personal leave with pay:
 - a. Personal illness, injury, and disability - Employees who are absent due to illness or injury shall call the designated supervisor at least one (1) hour prior to the shift starting time in the AM and at least two (2) hours prior to any shift starting prior to 6:00 PM.
 - i. The Board, at its own expense may require an examination, performed by a Board designated physician, of a person whose injury, disability, or sickness is the basis of a claim for personal leave with pay, when and as often as it may reasonably require during the pendency of the claim for leave benefits. If upon such examination, it is confirmed by the physician the person is not sick or injured, or disabled, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness, or injury, or disability in order to receive personal leave benefits shall have all such benefits terminated forthwith.
 - ii. (a) Before returning to work, an Employee who has been absent three (3) or more consecutive days because of illness, injury or disability, or

who has five (5) or more unexcused absences, may be asked to provide a physician's statement indicating the nature of the illness, injury or disability and certification of fitness to return to work and the Employee must provide the statement. If the statement is not provided, disciplinary action may be taken.

(b) In the event an Employee has used all of the leave time granted in any one (1) year for anything other than an extended illness, the Employer may request the Employee to provide the Employer with a statement from his/her physician that the reason for the periodic absence has been corrected or is under treatment or the Employer may, at its discretion have the Employee examined by their own designated physician.

- iii. An Employee will not be permitted to return to his/her assignment without permission of the Assistant Superintendent if it is necessary for the Employee to use crutches, or if portions of his/her body are encumbered by bandages or in slings, or if the condition of his/her body is such as to be deemed hazardous in the performance of his/her work.
 - iv. In cases where an Employee is absent from employment by reason of an injury compensable under the Worker's Compensation Act, upon request of the Employee, such Employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Paid leave days in such cases shall be deducted from the Employee's 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:
- i. Immediate family includes spouse, children, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, step-children, and in-laws of the Employee. Individual adjustments may be made by the Assistant Superintendent to cover specific and unusual circumstances.
 - ii. Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee.
 - iii. Other personal business leave may be granted for personal or private business, provide such leave 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 the Employee's working hours.
 - iv. Personal business leave will ordinarily not be granted in the first or last week of the school year or within three (3) days prior to or following a vacation period.

- v. All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the Director of Maintenance. Except in cases where extreme circumstances prevent, approval of the Employee's request for personal business leave must be obtained from the Director of Maintenance and the Assistant Superintendent of Human Resources in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the Employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval.
- vi. In usual cases involving particularly private or confidential circumstances, the Department of Maintenance and Operations and the Assistant Superintendent of Human Resources 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.
- vii. Except in cases of 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 . Leave of Absence Without Pay

1. Any person who has been employed by the Board of Education for a minimum period of three (3) consecutive years may, on written request, be allowed a personal leave, without pay, for good and sufficient reason, provided it does not in any way injure the school program. Such leave may be for up to one (1) year which may be extended by mutual agreement. An Employee's seniority will be frozen at the point he/she is put on an unpaid leave of absence. Applications for personal leave of absence must be submitted by March 1 for leaves beginning the first half (1/2) of a work year and by October 15 for leaves beginning the second half (1/2) of the work year. Provided, any person who has exhausted his/her or her personal leave pay bank and is not able to resume full employment shall be eligible to make a written request for personal leave without pay for a period of estimated time not to exceed one (1) year within twenty (20) work days after the depletion of the leave bank. Failure to file such a request shall constitute the Employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.
 - a. Personal leave of absence to take other employment will not be granted except as specifically stated in other parts of this Agreement. While on an unpaid leave of absence, an Employee shall not enter into similar employment. Once a leave is approved, the parties will meet to discuss the replacement process.
 - b. If, at the expiration of the personal leave, a person wishes to resume employment with the Employer, it shall be his/her responsibility to initiate a request on/or before the above dates as listed in Item 1) above of the year or semester preceding the expected resumption of employment. Failure to initiate such a request by the above dates of the year shall constitute the Employee's resignation or abandonment of

employment and automatically terminate the employment relationship as of the expiration date of the personal leave.

- c. The Employee may request an extension of the personal leave of absence. Any extension shall be for a maximum of one (1) additional year beyond the original request.
- d. Persons returning from a personal leave of absence shall be considered first on the list of qualified candidates when a position is open requiring a person with his or her qualifications; provided, however, those persons with five (5) years of continuous service with the Employer prior to commencing said leave shall be entitled to return to his/her former position.
- e. Upon return from a personal leave without pay, the Employee shall be placed on the salary schedule step for which he or she was eligible when he or she left for said leave.

2. Military Leave

Any Employee in the bargaining unit who may enlist, be drafted or be recalled into active duty of any branch of the United States Armed Forces, shall make application in writing for military leave. All aspects of military leave and return there from will be governed by applicable provisions of state and federal laws in effect at the time in question.

- C. If an Employee uses one (1) or less sick days in a school year, three (3) vacation days will be added to the Employee's vacation allotment in the next school year. If an Employee uses two (2) or less sick days in a school year, two (2) vacation days will be added to the Employee's vacation allotment in the next school year. If an Employee uses three (3) or less sick days in a school year, one (1) vacation day will be added to the Employee's vacation allotment in the next school year.

D. Family and Medical Leave Act (FMLA)

- 1. 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 1,250 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:
 - a. Birth, adoption, or foster care placement of an Employee's child;
 - b. Serious health condition of an Employee's spouse, child, or parent;
 - c. The Employee's own serious health condition.
- 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 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.

3. 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.
4. The Employee may first use accrued paid leave pursuant to the terms and conditions of Section B and C above. 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.
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.
7. For a FMLA qualifying event, the Employee may use up to twenty (20) days from their personal leave bank for the purposes noted in A, 6, a. These twenty (20) days may be extended by mutual agreement.

ARTICLE 25 - JURY DUTY

In the event an Employee is required to appear for jury qualification or service, 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.

ARTICLE 26 - HEALTH SCREENINGS

The Employer will make arrangements at no cost to the Employee to provide for all such health screenings prescribed by law as conditions for continued employment in public schools.

ARTICLE 27 - OTHER PHYSICAL EXAMINATIONS

Any question as to the physical health and fitness of an Employee shall be resolved by the Assistant Superintendent and the individual, in conference with the school medical advisor. Medical expenses incidental to physical examinations resorted to in resolving such questions will be borne by the Employer.

ARTICLE 28 - NERVOUS DISORDER

An Employee who has been absent, or whose performance has been impaired, because of a nervous disorder, must, prior to his/her return, present a report from a physician showing satisfactory recovery. The Employee's cooperation in obtaining a medical report from an impartial clinic may be a required development. In the latter case, expenses incurred shall be borne by the Board of Education.

ARTICLE 29 - MEDICAL COVERAGES AND 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 coverage (if chosen) for all eligible Employees (those not taking cash-in-lieu) and their eligible dependents toward the Union's preferred insurance plan(s) listed below.

Employees will have the choice of the following health care plans:

1. MESSA Choices Health Insurance - \$500/\$1000 in-network deductible
2. MESSA ABC Plan 1 (HSA) - \$1,400/\$2,800 in-network deductible
3. MESSA ABC Plan 1 with 10% Co-Insurance (HSA) - \$1,400/\$2,800 in-network deductible
4. MESSA ABC Plan 2 with 10% Co-Insurance (HSA) - \$2,000/\$4,000 in-network deductible
5. MESSA Essentials with 30% Co-Insurance - \$375/\$750 in-network deductible (Out of Pocket Maximum \$7,900/\$15,800)

Effective January 1, 2020, the Board's monthly contribution for health insurance benefit plan costs will not exceed the following:

Single	\$568.23
Two Person	\$1,188.36
Family	\$1,549.74

The enrolled Employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution, which amounts will be payroll deducted over twenty (20) pays.

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 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.

Effective with the commencement of the medical benefit plan year on January 1, 2020, the above cap amounts will be increased to the maximum hard cap amounts designated by the State Treasurer in compliance with Section 3 of the Publicly Funded Health Insurance Contribution Act.

- B. The plan(s) chosen by the Union, and listed above, shall conform to all requirements of the Patient Protection and Affordable Care Act (PPACA) and the IRS Code Public Act 152 of 2011 (PA 152) as amended; 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 such adjustments shall be the minimum necessary to comply with PPACA, PA 152 and the IRS Code, including any penalties, taxes, or other liabilities chargeable to the Board.
- 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 1st 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. Employees who have access to another Employee's Board funded insurance shall not be eligible for Board provided health insurance or cash-in-lieu benefits. Exceptions shall be made for Employees who are less than twenty six (26) years of age and who are covered by a parent's Board funded insurance, but have dependents of their own. Those individuals may take the Board funded insurance. During open enrollment, Employees electing health care coverage will sign a statement that they are complying with this paragraph.
- E. 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.
- F. Employees who are eligible for Board paid insurance contributions under this Article may make a written waiver of that coverage. The cash-in-lieu payment shall be one hundred fifty (\$150) per month. If two or more members waive Board paid insurance, the monthly amount will be increased to three hundred (\$300).
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.
- G. 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.

- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. Unless otherwise delineated by law or regulation or the terms of the policy then in effect, eligible Employees shall receive insurance as of the 1st day of the month following thirty (30) days of full time employment. Those Employees opting to take cash-in-lieu, or who are excluded pursuant to Subsection D and 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).
- M. The "medical benefit plan coverage year" shall run from January 1 to December 31. 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 the resulting in a truncated "medical benefit plan coverage year" during the first year of coverage.

N. Dental and vision plans shall include internal and external coordination of benefits for Employees and their eligible dependents.

ARTICLE 30 - MEDICAL COVERAGES AND OTHER FRINGE BENEFITS

A. Life Insurance

The Board shall provide to all full-time Employees group term life insurance protection and dismemberment insurance in the amount of \$40,000 that will be paid to the Employee designated beneficiary. All bargaining unit members desiring the above outlined insurance coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.

B. Dental Insurance

The Board shall select the insurance carrier and shall make available to each Employee requesting the protection a dental care insurance 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.

All Employees desiring the above outlined insurance coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Boards only responsibility shall be for payment of premiums as above set forth. For full-time Employees the District will contribute one-hundred (100%) percent for single, two-person or family coverage.

Such protection shall be available under the following categories:

1. Single
2. Two-person
3. Family

The Board shall provide as part of the above program the major dental services with benefit level of eighty percent (80%) and orthodontic coverage with a \$1,500.00 lifetime maximum.

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.

C. Vision Insurance

The Employer shall select the insurance carrier and shall make available to the Employee and their eligible dependents requesting the protection a basic vision plan.

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 nonparticipating 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

Policy benefits begin January 1 through December 31.

D. It is agreed between the parties that any Employee who works less than the established hours in his/her classification shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement, based on the hours the Employee works for the Employer.

E. Long-Term Disability Insurance

Long-Term Disability Insurance shall be provided each full-time member actively employed after 120 day wait, and will continue for the balance of his/her life, or regular retirement under the Michigan Public School Employees Retirement Act, to age sixty-five (65) for disability commencing prior to age sixty-one (61) and up to five (5) years, but not beyond age seventy (70) for disability commencing at or after age sixty-one (61). This coverage will be sixty percent (60%) full integrated basis of monthly salary with a ceiling of one thousand dollars (\$1,000) benefit level per month. This plan shall include standard offset provisions. This policy will also contain a social security freeze, alcohol/drug abuse and mental/nervous condition waivers.

F. 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.

G. Mileage Allowance

Employees required in the course of their work to drive personal automobiles shall receive a mileage allowance equal to the maximum allowable by IRS.

H. Uniforms

1. Maintenance Employees

The Employer shall select and supply four (4) sets of uniforms (pants and shirt) upon hire and two (2) sets at the beginning of each school year thereafter for all Employees. All Employees are required to wear their uniforms on a daily basis. After completing their second year of employment, the Employee may select a sweatshirt or jacket in lieu of pants and shirts. Employees shall use normal means of keeping uniforms provided clean and in good repair. The Employer may decide to replace an Employee's uniform if deemed necessary by the Employer. Employees shall wear said uniforms during work hours only. Employer will supply one set of outdoor winter wear after one (1) year of employment (e.g. Carhartt coat and pants, or boots, or equivalent and once every three (3) years thereafter for maintenance Employees.

During the period from the day after students leave in June to the day before students return in September, knee-length shorts may be worn. Shorts must be of uniform quality khaki or jeans that are clean, neat, un-frayed and in good repair.

2. Fleet Technicians

The Employer shall select and supply laundered uniforms Employees shall wear said uniforms during work hours only. Employer will supply one set of outdoor winter wear after one (1) year of employment (e.g. Carhartt coat and pants, or boots, or equivalent) and once every three (3) years thereafter for Fleet Technician Employees.

I. Work Gloves

The Board shall furnish, at Board expense, work gloves for all of the maintenance Employees when requested. Work gloves will be replaced on a trade-in basis.

ARTICLE 31 - JURISDICTION

Employees of the Employer not covered by the terms of this Agreement may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation or in cases of emergency and/or school vacation, seasonal work, time sensitive work or work necessitated because of Employee vacation when regular Employees are not available. This clause shall not apply to special projects where Employees perform work on a voluntary basis provided the projects are not in violation with local, state, or federal building codes.

ARTICLE 32 - BENEFITS

- A. It is agreed between the parties that any Employee who works less than the established hours in his/her classification shall be entitled to a pro rata portion of all of the benefits as provided under this Agreement, based on the hours the Employee works for the Employer.
- B. A seniority Employee who is absent due to an illness or injury which is compensable under the Michigan Worker's Compensation Law shall continue to receive benefits for not longer than one (1) year.
- C. Insurance benefits for a laid off worker who is on worker's compensation at the time of the layoff will have insurance benefits provided as follows:
- For an Employee who has been with the District for two (2) years or less, benefits will be paid for up to two (2) months.
 - For an Employee who has been with the District for four (4) years or less, but more than two (2) years, benefits will be paid for up to four (4) months.
 - For an Employee who has been with the District for more than four (4) years, benefits will be paid for up to six (6) months.

ARTICLE 33 - DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

- A . Notice of Discharge or Suspension - The Employer agrees promptly upon the discharge or suspension of a non-probationary Employee to notify the Union and Steward in writing. Discipline and discharge shall be only for good and sufficient reason.

- B . The discharged or suspended non-probationary Employee will be allowed to discuss his/her discharge or suspension with the Steward 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 Steward or his/her designated Union 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 Union, the matter may be processed through the grievance procedure beginning with STEP 3.

ARTICLE 34 - GRIEVANCE PROCEDURE

- A. A grievance is a complaint by a bargaining unit Employee, or by the Union on its own behalf, concerning (1) any alleged violation of this Agreement; or (2) any disciplinary action involving a non-probationary Employee.
- B. All grievances shall be handled by the following procedures:

Any Employee who feels his/her rights and privileges have been violated shall have the right of Union representation in presenting his/her grievance in the following order:

STEP 1

To the Director of Maintenance where the Employee will receive an answer in writing within three (3) working days.

STEP 2

Within ten (10) working days after delivery of Director of Maintenance's decision to the Superintendent, or his/her designee, the answer shall be given in writing within ten (10) working days. At this step, the Superintendent, or his/her designee, shall give an opportunity to be heard to the aggrieved Employee and/or the Union.

STEP 3

The Employee may appeal the decision of the Superintendent, or his/her designee, as provided in STEP 2 above to the Board of Education within ten (10) working days. Within twenty (20) working days after delivery of the appeal, the Board shall give an opportunity to be heard to the aggrieved Employee and/or the Union. The Board shall deliver its decision in writing within ten (10) working days after the hearing, to the person or persons who presented the grievance at STEP 3 and to the Union if the grievance was presented at STEP 3 by the Employee alone.

STEP 4

If the grievance is not resolved through STEP 3, then the parties shall within ten (10) days of the aggrieved Employee's receipt of the Board of Education's decision, request grievance mediation services from the Federal Mediation and Conciliation Service (FMCS) according to the FMCS process and timelines. If the mediator provides a recommendation that is satisfactory to both parties, then the parties shall reduce it to writing. If either party finds the recommendation to be unsatisfactory, the grievance shall proceed to STEP 5.

STEP 5

Either party shall have twenty (20) working days from the date of receipt of the mediator's recommendation to notify the Board and the other party 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. Either party must file its demand for arbitration with the American Arbitration Association within ten (10) working days from the date

of notification that arbitration would be pursued. The Board and the Union 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.

- C. The officers of the Union shall have the right to appeal directly to the Superintendent, or his/her designee, in the case of a Union grievance.
- D. The officers of the Union of which the Employee is a member, or committee designated by them, may have access to all papers concerned, provided written permission of the individual is obtained in advance.
- E. 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 rates.
 - 3. He/She shall have no power to rule on the termination of services of, or failure to reemploy, any probationary Employee.
 - 4. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator in matters which pertain to violations, misinterpretation, or misapplication of any of the provisions of this Agreement and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

- F. Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a written grievance within fifteen (15) working days following the act or condition which is the basis of the grievance shall bar further appeal. Time limits may be extended in a specific instance by mutual agreement in writing.
- G. The Union and the Employer, as parties to a grievance have the right to representation by legal counsel at STEP 4 above. A representative from the International Union of Operating Engineers, Local #324 may participate at any point above except where the Employee is proceeding individually.

ARTICLE 35 - NO STRIKE

The Union 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 Union 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 36 - WAIVER CLAUSE

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

ARTICLE 37 - BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.

ARTICLE 38 - 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 Union.

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 39 - TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2022.
- B. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. The effective date of this Agreement is upon IUOE ratification and NCSD Board of Education approval.

ARTICLE 40 - MISCELLANEOUS

A. Staff Development Training Programs

The Employer and the Union agree to provide, when and where appropriate, training programs; e.g., code classes, manufacturer programs, classes on health and safety, etc.

IUOE National Training Fund

The Employer agrees to pay into the IUOE National Training Fund (NTF) the sum of five cents (\$0.05) per hour for each hour paid to all Employees covered by this Agreement in accordance with the rules policies, procedures and Trust Agreement of NTF. The five cents (\$0.05) per hour contribution shall be computed on actual hours paid without regard to whether the Employee was paid on straight time or overtime. These contributions will be made on the forms provided for and sent to such depository as shall be named by NTF.

Contributions and inquiries shall be sent to:

IUOE Local 324 Fringe Benefit Funds
550 Hulet Dr. Suite 103
Bloomfield Twp., MI 48302
(248) 836-2765

During each reopener period in this Agreement, the District may terminate contributions to the IUOE Training Fund or commit to an additional one (1) year of contributions to the Fund.

B. The Employer shall provide the Employee with the necessary, as determined by the Employer, tools to complete the assigned task.

1. The Employees shall not be required, but may do so at their discretion, to use their own personal tools to complete their assigned task.
2. If the Employee breaks a personal tool, after having been given authority to use that tool on that particular assigned task, then the Employee shall be paid a replacement price for the tool.
3. The Employer shall provide rain gear to Employees required to work outside in the rain.

C. The Employer shall provide lockers with locks for all bargaining unit Employees according to the following limitations:

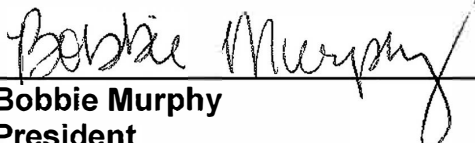
1. The Employer shall determine the number, size and location of all lockers;
2. The Employer shall have the right of assignment of all lockers;

3. The lockers shall be used only to store a change of clothing and outside clothing for work;
 4. The Employer shall have the right to inspect such lockers at any time with notice to the Union and the right to be present.
 5. It is clearly understood that the ownership, control and use of the lockers be as determined by the Employer and that there shall be no expectation of privacy on the part of the Employee other than provided in C, 4, above.
- D. Either management or the Union may request a special meeting with the other party for the purpose of discussing matters of concern. When such a request is made, a time and place to hold said meeting shall be mutually agreed upon. The party requesting the meeting shall provide the agenda to the other party prior to the meeting.
 - E. When working alone in a building, Employees will follow proper safety precautions and will not participate in activities that place their safety at risk.
 - F. If privatization is being considered, the Union will be given thirty (30) days notice prior to the issuance of the Request for Proposals (RFP).
 - G. Employer will reimburse Employees for any required licenses, renewals, certifications and required classes for certification. Requirement will be based on the most recent posting or new laws or regulations.
 - H. An Emergency Manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, 2012 Public Act 436.
 - I. All Employees will communicate through their email account and district provided cellular phone and must sign the district cell phone Agreement.
 - J. Employees must complete and maintain all licenses and certifications required for specific job duties (i.e. driver's license, CDL, contractor's license, pesticide certification, etc.). Upon completion/renewal, a hard copy must be on file with the Director of Maintenance for compliance and auditing purposes.


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

NOVI COMMUNITY SCHOOL DISTRICT


**INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL
#324**



Bobbie Murphy
President



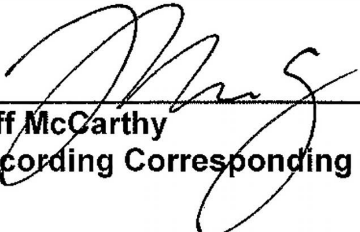
Douglas W. Stockwell
Business Manager



Willy Mena
Secretary



Ken Dombrow
President



Jeff McCarthy
Recording Corresponding Secretary

Novi Community School District Board of Education

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

Negotiation Teams

International Union of Operating Engineers

Kevin Besonen
Bob Coolman
Russell Nesmith

Novi Community School District

Gary Kinzer
Jill Minnick
Mike Dragoo
Jacob McDermott

APPENDIX A JOB CLASSIFICATIONS

Maintenance Workers

Classification 1	HVAC
Classification 2	Electrician and Carpenter
Classification 3	Grounds Manager
Classification 4	Semi-Skilled

Fleet Technicians

Classification 1	Lead Technician
Classification 2	Technician

LONGEVITY

The hourly rate of each Employee shall be increased by the percentage indicated below as of the anniversary date of hire based on the continuous service in the maintenance department.

After 10 years = 2.5%

After 15 years = 5%

After 20 years = 7.5%

APPENDIX B SALARY SCHEDULE

Salary Schedule 2019-20

Maintenance Workers

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Classification 1	\$29.07	\$29.73	\$30.40	\$31.06	\$32.20
Classification 2	\$22.81	\$23.48	\$24.13	\$24.79	\$25.83
Classification 3	\$21.28	\$21.95	\$22.59	\$23.26	\$24.28
Classification 4	\$20.30	\$20.96	\$21.62	\$22.29	\$23.31

Fleet Technicians

Classification 1	\$25.70	\$26.07	\$26.63	\$27.22	\$28.39
Classification 2	\$23.12	\$23.90	\$24.43	\$24.96	\$26.28

1. For the 2019-20 school year, if an Employee receives an effective or highly effective rating on their annual evaluation, the Employee will advance on the agreed upon salary schedule and longevity schedule. A 1.5% increase will be applied to Year 5 wages for all Classifications. Both year progression and the percentage increase applied to Year 5 will be paid beginning with the October 25, 2019 pay. That payment will include retroactive pay for hours worked July 1, 2019 through September 30, 2019.
2. 2020-2021: Wage Re-opener
3. 2021-2022: Wage Re-opener

If any other district bargaining group sees a larger wage or package increase over the term of this Agreement, the same increase will be applied to all classifications outlined in this Agreement. Ratification and signing bonuses will also apply to this provision.