



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**NORTHVILLE PUBLIC SCHOOLS**

**and**

**NORTHVILLE PUBLIC SCHOOLS  
EMPLOYEES ASSOCIATION**

**OF TEAMSTERS LOCAL 214**

**Effective July 1, 2008  
through June 30, 2011**

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## **AGREEMENT**

### **PREAMBLE**

This Agreement is entered into by and between the NORTHVILLE PUBLIC SCHOOLS, counties of Wayne, Oakland and Washtenaw, State of Michigan, hereinafter referred to as the "District," and the TEAMSTERS, LOCAL 214, hereinafter referred to as the "Union."

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

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

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

### **ARTICLE I - RECOGNITION**

**Section A.** The District hereby recognizes the Union as the exclusive bargaining representative, as defined in Section XI of Article 336, Public Acts of 1947, as amended, for all custodial-maintenance employees, Food Service employees, Transportation employees and mechanics, hall monitors, parking lot attendants, custodian leaders, excluding Custodial and Maintenance Supervisors, office-clerical employees, supervising engineer, Director of Operations, supervisor of buildings and grounds and assistants, teachers, teacher assistants, and all other supervisors as defined by the Act.

**Section B.** For the purpose of this Agreement, the term "employee" shall mean, all custodial-maintenance employees, Food Service employees, Transportation employees and mechanics as set forth in Section A of this Article and shown in Appendix A.

**Section C.** It is understood and agreed that all present employees covered by this Agreement who are members of the Union shall remain members in good standing for the duration of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law. All present employees covered by this Agreement who, on the effective date thereof, were not members of the Union shall become and remain members in good standing of the Union within thirty-one (31) days after the execution of this Agreement, or cause to be paid to the Union a representation fee equivalent to their fair share

of this Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law. All new employees who become employees after the execution of this Agreement shall become and remain members in good standing of the Union within thirty-one (31) days of their date of hire, or cause to be paid to the Union a representation fee equivalent to their fair share of the Union's costs, which shall be limited to costs incurred by the Union for the purpose of performing its duties as the collective bargaining representative of the employees in the bargaining unit to the extent permitted by law.

**Section D.** The representation fee referred to in Section C shall not exceed the regular monthly dues of the Union, nor shall it include any assessments and initiation fees. In the event any employee shall fail to either join the Union, or pay a lawful representation fee as provided above, and in the event regular monthly Union dues or lawful representation fees remain unpaid for a period of sixty (60) days following the date the same is due, the Union shall notify the District and the employee in writing of said delinquency; and unless the amount is paid within thirty (30) days from the date of receipt of notification, the District shall terminate said employee.

**Section E.**     **Dues Check-Off**

1. For convenience of the Union and its members, the District shall deduct the regular monthly dues and initiation fees of the Union from the pay of those employees covered by this Agreement who elect to join the Union and authorize such deduction in writing. The District shall deduct the representation fee referred to in Sections C and D from the pay of those employees covered by this Agreement who elect not to join the Union and authorize such deduction in writing. The Dues Check Off forms of making written authorization for the deduction of monthly Union dues, or representation fees, shall be provided by the Union. The written authorization shall remain in full force and effect during the period of this Agreement unless revoked by written notice given to both the Union and the District.
2. The Union shall notify the District, in writing, of any changes in monthly Union dues and representation fees, certified by the Union as the uniform monthly dues required of the Union members or, in the case of representation fees, a legally-permitted fee. The District will act in accordance with such written certification.
3. Deductions shall be made only in accordance with the provisions of said Authorization for Dues Check-Off together with the provisions of this Agreement. The District shall have no responsibility for the collection of membership dues, special assessments, or any other deductions not in accordance with this provision.
4. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the District by the Union before any payroll deductions are made.

Deductions shall be made thereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Any Authorization for Check-Off of Dues form which is incomplete or in error will be returned to the local Union.

5. Service fees or membership dues under all properly executed authorization forms shall become effective at the time the application is tendered and the amount shall be deducted on the second pay period of each month during the terms of this Agreement until revoked by the employee in writing.
6. In cases where a deduction is made that duplicates a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the local Union.
7. The Union is responsible for determining that the dues or service fee Check-Off authorization form presently on file in the Board Office, or hereinafter tendered to the District by employees, hired after the effective date of this Agreement, authorizes a deduction in the proper dollar amount in accordance with Section C. Once the District makes a deduction in accordance with the authorization form on file, said amount may not be changed more than twice in any fiscal year during the term of this Agreement, or without the written consent of the District the Union, and the employee or employees involved.

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

## **ARTICLE II - DISTRICT RIGHTS**

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

**Section B.** Non-bargaining unit employees of the Employer may perform bargaining unit work for such purposes as experimentation, training, emergency, substitutions, temporary

(including seasonal/summer) help in accordance with current practices. In the event of technological change, the matter will be subject to a special conference.

**Section C.** The right of contracting or subcontracting is vested exclusively in the Board.

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

### **ARTICLE III - REPRESENTATION**

**Section A.** The Union may appoint a Chief Steward and elect Stewards for each department. The departments shall be Food Service, Custodial, Maintenance and Transportation.

**Section B.** A Steward shall only represent employees in his/her own department. In the absence of the Department's Steward, a grievance may be processed by the most senior Steward working irrespective of their Department assignment or the Chief Steward. The Chief Steward may represent employees in the grievance procedure as set forth in Article IV.

**Section C.** The Union shall notify the District in writing of the names of the Chief Steward and Stewards. The District shall not be obligated to recognize the Chief Steward and/or Stewards until his/her name has been so certified in writing to the District.

### **ARTICLE IV - GRIEVANCE PROCEDURE**

**Section A.** A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspensions of work because of such grievance, but such grievance shall be submitted to the following grievance procedure.

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

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

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

Step 2. If the grievance is not resolved in Step 1, the employee or Union may, within five (5) working days after the Supervisor's oral decision, submit to the Supervisor a signed written "Statement of Grievance" (Appendix C). Said statement shall name the employee(s) involved, the facts giving rise to the grievance, and shall identify all provisions of this Agreement alleged to be violated by appropriate reference. Further, the "Statement of Grievance" shall state the contention of the employee or the Union with respect to these provisions, and indicate the relief requested, said statement must be signed by the employee(s) involved and the designated Steward. In the case of grievances in the Transportation or Custodial group, the Step 2 answer shall be given by the Director of Operations or his/her designee. In the case of Food Service or Maintenance, the answer shall be given by the immediate supervisor. The Supervisor/Manager shall advise the Director of Human Resources or his/her designee, in writing, of his/her disposition of the "Statement of Grievance" within five (5) working days after receipt of said statement with copies for the employee and Union Steward.

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

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

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

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

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

The Superintendent shall give the Union Representative involved an answer, in writing, no later than ten (10) working days after the meeting. If further

investigation is needed, additional time may be allowed by mutual agreement between the District and the Union.

Step 5.

If the grievance is not satisfactorily resolved at Step 4, the Union or the Board may submit the grievance to arbitration by filing a Demand for Arbitration within fifteen (15) days from the date of the Step 4 answer in the case of a grievance involving a termination or layoff, and within forty-five (45) days from the date of the Step 4 answer in the case of all other grievances. If the grievance is appealed by the Union, the written notice shall be given to the Superintendent. If the grievance is filed by the District, the written notice shall be given to the Chief Steward of the Union. All arbitration proceedings shall be in accordance with the rules of the American Arbitration Association governing labor arbitration.

Within ten (10) days following receipt of the Notice to Arbitrate, a representative from the Union and the Director of Human Resources (or his/her designee) shall either mutually agree to one of the arbitrators from the panel below, or select one of the arbitrators from the panel below by blind draw.

The arbitrators on the panel list shall be:

Thomas Gravelle  
Mario Chiesa  
C. Keith Groty

Multiple grievances may not be submitted at the same time to the same arbitrator unless by mutual agreement.

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



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

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

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

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

**Section F.** The Board shall not be required to pay back pay for any period prior to five (5) days before the filing of a grievance, except for payroll error. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from his/her employment with the District, less any wages earned during the time he/she is off work as replacement for his/her lost work. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.

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

**Section H.** If the District does not answer a grievance within the time limits provided, the grievance will be automatically moved to the next step.

## **ARTICLE V - DISCIPLINE AND DISCHARGE**

**Section A.** The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all seniority employees for stated and just cause.

Just cause shall include, but not be limited to, misappropriation of funds, theft, assault, fighting, insubordination, being under the influence of alcohol or drugs, drinking alcohol while on District premises or on duty, taking prescribed drugs in excess of the proper dosage, illegal use of drugs or narcotics, gambling, abusive treatment to the public or students, falsification of employment application or other District records, or for other misconduct which reflects adversely on the District or impairs the employee's ability to perform his/her job, including violation of the District's policies on Workplace Violence, Sexual Harassment and Drug and Alcoholism.

**Section B.** After 30 months, letters of reprimand will be disregarded for purposes of progressive discipline.

**Section C.** The parties recognize the unique characteristics of the District and the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:

1. Written Warning
2. Written Reprimand
3. 1 to 3-Day Suspension
4. 3 to 5-Day Suspension
5. Discharge

While the District subscribes to the principle of progressive discipline, it is understood that based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

**Section D.** In the event an employee is disciplined, a copy of the discipline will be given to the Chief Steward. If the employee feels the suspension or discharge is improper, a grievance shall be filed in writing within five (5) working days of the receipt of the notice of suspension or discharge at Step 3 of the grievance procedure.

**Section E.** If an employee is on the premises at the time of his/her suspension or discharge, the employee shall, upon request, be permitted to discuss the matter with the Department Steward before being required to leave the premises unless circumstances make it advisable to remove the employee from the premises immediately.

## **ARTICLE VI - SENIORITY**

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

**Section B.** Employees promoted to supervisory positions outside the bargaining unit shall be promoted with a ninety (90) working day probationary period. During the probationary period, the District may, at its discretion, or upon request of the employee, return the employee to his/her former position and seniority within the bargaining unit. After the ninety (90) working day probationary period the employee's accumulated seniority acquired in the bargaining unit shall be frozen as of the date of promotion. In the event he/she returns to the bargaining unit after the expiration of the probationary period, he/she may exercise his/her accumulated frozen seniority to bump the least senior employee in the classification held by the employee prior to his/her

promotion. In the event his/her seniority date does not entitle him/her to that position the provisions of Article VII, Section B will be implemented.

**Section C.** An employee's employment shall be terminated and his/her seniority shall cease upon:

1. Voluntary quit.
2. Discharge.
3. Unexcused absence from work without notifying the District and without having a reasonable and valid cause for such absence.
4. Failure to return to work the date recalled, provided the employee shall be given at least five (5) working days notice of the date he/she is to return unless the employee gives a reason satisfactory to the District. Such notification shall be by telegram or registered mail, addressed to such employee at his/her last address as filed with the District with a copy to the Union. It shall be the responsibility of each employee to have his correct address on file with the District.
5. Being gainfully employed while on leave of absence, unless the leave of absence is granted for this purpose.
6. Possession of firearm or other weapon while on the property of the Northville Public Schools. The District does not consider tools required for use in the performance of an employee's assigned job duties to constitute possession of a "weapon."
7. Possession or use of illegal drugs or alcohol or the unlawful use of legal drugs while on duty or on the property of the Northville Public Schools.

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

**Section E.** The District will provide the Union with a quarterly seniority list by classification, showing both District and classification seniority and scheduled hours of work for dues purposes, only. The District shall notify the Union of the names of new hires within 30 days.

## **ARTICLE VII - VACANCIES, TRANSFERS AND ASSIGNMENTS**

**Section A.** When a new job is created or a vacancy occurs in the bargaining unit which the District desires to fill, said job or vacancy shall be posted on the employee's bulletin board for

five (5) workdays, with a copy to the Union President. The postings shall set forth a description of the job, the minimum qualifications required for the job, the shift during which the work is to be performed, and the rate of pay. Bargaining unit members may bid on such job during the posting period. No bid made after the expiration of the posting period will be considered in filling the job or vacancy. The position will be filled as soon as possible after the bidding period ends.

If the new job or vacancy arises during the summer (i.e., between the last day of school in June until the first day of school in August), it will be posted for ten (10) workdays. Employees on vacation who file a written request will be sent a copy of the posting to their last address on file with the District. It shall be the responsibility of each employee to have his/her correct address on file with the District. Employees on vacation shall also have the ability to access job openings through the hotline and the District website.

The District will award the position to the most qualified candidate for the job based on skill, ability and prior work record. If skill, ability and prior work record are deemed equal, then length of service with the District shall prevail. The District reserves the right to determine who is most qualified. While the District reserves the right to determine who is most qualified, the employee shall have the right to grieve the determination if it can be shown that the District was arbitrary or capricious. Arbitration of this procedure shall be under the rules and guidelines of the American Arbitration Association, but the arbitration shall be advisory in nature.

A bargaining unit member awarded such job vacancy may be allowed a reasonable length of time to demonstrate that he/she is capable of performing the work but not to exceed sixty (60) working days. Notification of filling such posted vacancy shall be sent to the Union President for posting on the employee's bulletin board.

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

**Section C.** **Assignment of Regularly Scheduled Bus Runs.** At the start of the school year, drivers will return to their former route or at least the same number of hours if their former route has changed, until the routes have been established and bid as set forth in Paragraph 1 below.

1. When bus runs are established by the School District, they shall be selected by the employees in line with classification seniority. Kindergarten and shuttle runs, including special education runs, will be bid on as separate runs. Runs bid may not exceed eight (8) hours in a day. The runs that the District establishes shall be posted on or before

October 1st, unless otherwise mutually agreed. The posting shall include the route of the run and the approximate time of the run.

2. Once a driver has been assigned a run, it may not be changed by a driver request even though it may later be altered, changed, added to, or other runs become vacant.
3. If during the year a run is eliminated, the driver shall be assigned a vacant run by the Supervisor of Transportation provided, however, if there are no vacant runs, the employee may exercise his/her seniority to bump the driver with the least seniority.
4. The right of selection and assignment of a bus run based upon seniority shall be subject to the understanding that a driver may not select a run that could include transporting the driver's child or grandchild.
5. When a bus run becomes vacant during the school year, the run will be filled according to seniority as soon as is practical.
6. The District shall use its best efforts to ensure that run times posted at the beginning of the school year will not be reduced. Under normal circumstances, the District will assign work within the driver's classification in order to fill run times which may have been reduced. Employees who do not perform such assigned work will only be paid for the actual time of their run.

**Section D. Assignment to Bus Assistants of Regularly-Scheduled SEP Runs.**

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

**Section E.**

1. An employee may be temporarily transferred to another assignment within the department for a period not to exceed sixty (60) working days and said transfer or assignment shall not be the basis of a grievance or subject to the grievance procedure.
2. An employee who is temporarily transferred from their own classification to another classification will receive their own rate of pay or the rate of pay of the classification into which they are transferred, whichever is higher.

## **ARTICLE VIII - LAYOFF AND RECALL**

**Section A.** Employees shall be laid-off or recalled by classification according to their classification seniority, providing the remaining employees have the ability to perform the available work. Probationary employees in the classification will be laid-off before a seniority employee is laid-off. In the event an employee's position is eliminated, the employee shall displace the least senior employee in his/her classification on his/her shift, then on any shift, provided he/she has more seniority than said least senior and provided in the case of custodians, the custodian shall bump the least senior who is not on a split shift assignment (i.e., in two buildings). In the case of the Transportation Department, the provisions of Article VII, Section C, shall apply.

**Section B.** In the event an employee is laid-off from his/her own classification, he/she may exercise his/her District seniority accumulated in the bargaining unit to take a job held by an employee with the least seniority (in the event there is more than one shift, the least senior in the same shift) in a lower-rated classification within his/her Department, provided he/she has more seniority than said least senior and has the ability to perform the available work. The departments and classifications are as set forth in Section J below. An employee bumping into a lower-rated classification within his/her Department must have the ability to perform the available work.

**Section C.** In the event an employee is laid-off from his/her own Department, he/she may exercise his/her classification seniority gained in another Department to bump out the least seniority employee in said classification, provided he/she has more seniority than said least senior and has the ability to perform the available work, or the employee may elect to be laid-off to the street.

**Section D.** The District reserves the right to assign an employee who would otherwise be laid-off to a vacant position outside his/her classification for which he/she is qualified, provided there is not a reduction in hours.

Employees electing to bump must make such election within five (5) days from the time they are notified they are being laid-off. Employees who elect to take a layoff to the street in lieu of bumping must await recall to the classification from which they are laid-off. An employee will be given at least ten (10) days notice of layoff.

**Section E.** In the event an employee is laid-off to the street from a classification, he/she shall be given preference to work as a substitute, provided the employee files a written request with the Director of Human Resources at the time of layoff.

**Section F.** A laid off employee shall retain recall rights for one (1) year or the length of their employment with the Northville Public Schools, not to exceed three (3) years, whichever is greater.

**Section G.** Classification seniority for seniority employees shall be defined as the date appearing on the District's records in which an employee began working in a given classification on a regular basis, provided, however, said employee shall have satisfactorily worked at least thirty (30) workdays in the classification to establish classification seniority. Classification seniority shall be frozen when an employee takes a position in a different department.

**Section H.** Temporary adjustments or layoffs to the workforce not to exceed ten (10) working days due to such things as emergencies, breakdown of equipment, fire, flood, labor dispute, civil disorder or other conditions beyond the control of the District may be made without application to the above provisions. There shall be no loss of seniority because of such a layoff.

**Section I.** In the event the District schedules a shortened workweek (including reducing hours) for an employee or group of employees within a classification, such shall not be considered a layoff and the provisions of this Article shall not apply.

**Section J.** For purposes of this Article VIII, the following Departments and classifications are recognized:

- A. Food Service
  - 1. Food Truck Driver
  - 2. Kitchen Coordinator
  - 3. Satellite Coordinator
  - 4. Food Service Assistant
  
- B. Transportation
  - 1. Mechanic I
  - 2. Mechanic II
  - 3. Bus Driver
  - 4. Bus Assistant
  
- C. Custodial/Maintenance
  - 1. Central Maintenance I and Educational Technologist
  - 2. Central Maintenance IA
  - 3. Custodial Leader Senior High
  - 4. Custodial Leader Middle School
  - 5. Custodial Leader Elementary
  - 6. Central Maintenance IIA
  - 7. Central Maintenance II
  - 8. Custodian
  - 9. Parking Lot Attendant and Hall Monitor

Notwithstanding the above, an employee in a Maintenance position cannot bump a Custodial Leader unless the Maintenance employee has previously held the classification. Similarly, a Custodial Leader cannot bump into Central Maintenance IIA or II unless the Leader has previously held the classification.

## **ARTICLE IX - UNION ACTIVITY**

**Section A.** A Union Officer or Union Business Agent shall not have access to or enter the District's premises for purposes of conducting Union business without the prior approval of the Director of Human Resources.

**Section B.** Union activities, excluding grievance processing, which is set forth in Section C below, shall not take place during work schedule times. Scheduled work time shall exclude breaks and/or unpaid lunch periods or before or after work.

**Section C.** With the prior approval of the Director of Human Resources, a combined total of up to ten (10) hours of duty time per year, will be granted to each set of Department Stewards to process grievances during work hours as set forth in Article IV, Grievance Procedure, Steps 1 through 4. Additional time is at the sole discretion of the Superintendent of Schools.

**Section D.** The District will provide the Union with space on a bulletin board for posting of notices as set forth herein. All such notices must be dated and initialed by the Union President or his/her designee. The Union will submit one (1) copy of said notice to the Director of Human Resources.

Notices shall be restricted to the following types:

- A. Notice of Union elections and the results thereof.
- B. Notice of Union meetings.
- C. Notice of Union education classes, conferences or conventions.

The bulletin board shall not be used by the Union or its members for disseminating political matter of any kind.

**Section E.** A combined total of eight (8) hours of leave time per year may be granted to each set of department stewards to attend union conferences, conventions or training sessions. At least ten (10) days advance notice shall be given to the Director of Human Resources and shall be subject to his/her approval. The District will pay the straight-time wages lost (up to eight (8) hours) of the department stewards and will be reimbursed by the Union for said leave time. Such time shall not count as a day off for purposes of Article XI, Section J.

## **ARTICLE X - NO-STRIKE**

**Section A.** The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow down, or work interference or curtailment of any kind for any reason.



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

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

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

## **ARTICLE XI - LEAVES OF ABSENCE**

### **Section A.**

1. All regular, seniority employees shall be entitled to sick leave accumulated at the rate of one (1) day per month of work. A month of work is defined as working fifty percent (50%) or more of the workdays in the month. Unused sick leave may accumulate up to two hundred ten (210) days. Probationary employees shall accumulate sick leave at the rate of one (1) day per month of work; however, it shall not be considered earned and credited to the probationary employee's sick bank until the probationary employee obtains seniority status. All requests for such sick leave must be submitted to and approved by the Director of Human Resources or his/her designee; proof of illness or disability may be required at any time. For purposes of this section, paid vacation shall count as a day of work.
2. Not more than three (3) sick leave days per year may be used to care for an ill member of the immediate family when such care is necessary, provided that appropriate verification and information is given on a "Family Illness" form provided by the District. Immediate family for the purpose of "family illness" is defined as children, spouse, parents, grandparent or grandchildren. During the year an employee may incur extenuating circumstances which require additional family illness days. The employee may request up to two (2) additional days for the purpose of family illness. This request must be in writing to the Director of Human Resources. Written proof of illness may be required from an attending physician. Approval or denial shall be at the sole discretion of the District.
3. Full time employees will be entitled to two (2) business days per year to attend to business transactions which cannot be scheduled during non-working hours, provided

that twenty four hour notification is given which states the nature of the business. Business days will not be granted before or after a holiday or vacation. Business days not used during a given year will be accrued in the employees sick leave bank at the end of the year. During the course of a year, extenuating circumstances may require an additional business day. An additional day may be granted by the Director of Human Resources. The employee shall submit the request in writing and set forth the reason(s) for the request. The granting or denial of an additional day shall be at the sole discretion of the District. If an additional day(s) is(are) granted, it shall be deducted from the employee's accumulated sick days. The first two business days will not be counted when computing an employee's attendance.

4. If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Office of Human Resources of this fact, and shall provide the Office of Human Resources, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the absence. In the case of disability due to pregnancy, it is expected that an employee will comply with this section at least six (6) months before the expected date of birth.
5. In all cases where the employee has been absent for more than fifteen (15) working days, the employee shall provide the Office of Human Resources, before returning to work, a physician's statement certifying that the employee has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.
6. In order to protect the children of the District, upon the recommendation of the Director of Human Resources, the Superintendent may, at the District's expense, have an employee take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.
7. The Director of Human Resources, or his/her designee, may, at any time, require an employee, at the District's expense, to be examined by a District appointed physician to determine if the employee is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee shall sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the employee's physician copies of all his/her pertinent medical records.

8. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid an employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
9. The decision of the District appointed physician under this Article is binding except that if an employee is not satisfied with the decision of the District appointed physician, as to his/her ability or disability for work, the employee may appeal the decision under the following conditions:

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

If the employee fails to contact one of the specialists for purposes of examination within ten (10) working days after receipt of names of specialists from the District, the District appointed physician's decision shall be deemed to have been sustained by the specialist. In such instance, the determination of the District appointed physician shall be final and binding as to whether the employee is able or unable to work and shall not be subject to the grievance procedure of this Collective Bargaining Agreement.

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

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

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

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

**Section C.** A full time seniority employee who, because of illness or accident, is physically unable to report to work, shall be given a leave of absence without pay or benefits for the duration of such disability; but not to exceed the length of his/her seniority or two (2) years, whichever is the least.

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

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

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

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

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

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

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

**Section H.** All requests for leaves of absence shall be in writing, stating the reason for request, giving the approximate length of leave requested, and a copy shall be sent to the Union. Leaves may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the Board.

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

**Section J.** Employees who, by June 30, have accrued and maintain a minimum of thirty (30) sick days in their sick leave bank shall be entitled to an incentive program recognizing good attendance. Such employee who does not use any sick days per year shall receive an additional three (3) vacation days for the following year. For purposes of this Article, days counted shall include Time Off Without Pay, Family Illness Days, Business Days after the first two (2) and Sick Days. Approved time off without pay between Christmas Day and New Year's Day will not be counted.

In lieu of three (3) additional vacation days, the employee will have the option of receiving a day's pay (completed at his/her straight time base hourly rate times his/her normal daily hours of work) for any or all of the three (3) vacation days.

This Section J will become effective July 1, 2003. Until July 1, 2003, the provisions of Section J of the expired contract shall be continued.

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

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

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

**Section L. Family and Medical Leave Act.**

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

Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.

Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:

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

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

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

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

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

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

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

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

Seniority will continue to accrue during the leave.

The District, at it's sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act.

The District, at it's sole option, may require the employee to use accrued paid vacation leave prior to beginning an unpaid leave under the Family and Medical Leave Act.

## **ARTICLE XII - HOURS OF WORK**

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

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

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

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

**Section D. Transportation.**

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

Transportation staff will be assigned to field trips and other extra work based on the most cost effective means for the district in seniority order. Drivers with less than an 8-hour work schedule per day will be required to participate.

1. Extra runs will be equalized to the fullest extent possible among bus drivers. Regular employees who desire overtime work shall be given first opportunity to do so before substitute drivers.
2. Extra runs shall be set up on a point system. A point shall represent one hour of payment made for such run or in the event an extra run is refused, and 24 hours notice of the run was given, the same point value would apply as would have been earned by that run. Overtime hours will be calculated at one and one-half (1-1/2) points. Assignment of these runs may be made to any driver whose total number of points fall within ten (10) points of the driver having the lowest total points. In the event five (5) drivers refuse to accept an extra run, the School District shall have the right to assign any one of the five (5) drivers and that driver must take the run. The official record of these points will be made available to all drivers (bulletin board). When two or more trips come up on the same day, the Transportation Coordinator will assign the highest point trip to the lowest point driver if that driver is capable of doing the work.

On a one-year trial basis, a one-time star (no points for any field trip turned down) for weekend trips will be allowed.

Points will be zeroed out at the end of the school year and the end of the summer. When calculating the points, a driver's actual run time is backed out.

3. Extra runs for bus assistants shall be assigned to one or more of the following groups of assistants: (a) that assistant(s) regularly assigned the particular bus making the extra run; (b) that assistant(s) regularly working with the particular bus driver making the extra run; (c) that assistant(s) who regularly make the daily run to the particular building in which the extra run will either depart or return.



4. When a driver or bus assistant is called out to work outside his/her Regularly scheduled working hours, and the run is cancelled, he/she shall receive two (2) hours pay.
5. Bus drivers will be eligible for daytime field trips that interfere with a drivers normal driving assignment under the following conditions:
  - a. Provided a substitute driver can be provided for the regular run.
  - b. Provided the drivers' runs are updated with regard to all pick up and take home stops. The same provisions as to assignment as outlined in Article XI, Section C, 1-4, will be followed.
6. The Board will not deduct a thirty (30) minute lunch period for any transportation employee on a field trip when the transportation employee is unable to leave the bus for lunch. Additionally, the Board will not deduct a thirty (30) minute lunch period for any custodial employee when the custodial employee is required to remain on call and in the building. If more than one custodial employee is assigned to the building, the thirty (30) minute lunch period will be staggered so that one employee remains in the building and on call. In this latter situation the thirty (30) minute lunch period will be unpaid.

**Section E.** Each employee shall be at his/her designated work place ready for work at his/her scheduled starting time at the start of his/her shift, after break periods, and after lunch periods. For computing time cards for pay purposes only, however, tardiness of less than ten (10) minutes will not result in a pay deduction. Pay deductions for tardiness will be 1/6th of an hour for each ten (10) minutes tardy.

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

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

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

**Section I.** If an employee is required to work when schools are closed due to severe weather conditions and cannot report to work due to the severe weather conditions, he/she may take a

vacation day to be charged against his/her vacation bank. Employees who report to work and complete their regular shift will be paid time and one-half.

In situations of school emergency, when school is closed other than for snow days, and when custodians are to make every effort to be present unless their supervisor determines that conditions are too severe, members shall be allowed to take available personal vacation or business days, or take the day without pay. Snow Days are no longer automatic work report days for second and third shift custodians. First shift must report. The custodial staff may take vacation, business days or time off without pay on snow days.

**Section J.**     **Food Service.**   Should it be determined by the Manager of Food Service that Food Service employees need to work on non-lunch days, then said employees will be given appropriate notice and obligated to work on these days.

The District will schedule one (1) Food Service assistant for each elementary school for a minimum of four (4) hours per day when student lunches are served.

### **ARTICLE XIII - COMPENSATION**

**Section A.**     Wage rates for employees are shown in Appendix A, attached to this Agreement.

06/07 - Effective July 1, 2006, steps in Appendix A-1 shall be frozen and employees shall not move up a step. However, employees on the steps shall be paid a 2% off-schedule payment. Said off-schedule payment shall be paid 1/2 at the end of the first semester and 1/2 at the end of the second semester. For those at the top step, said top step shall be increased by 2%.

07/08 - Effective July 1, 2007, the step freeze will be removed. The 2006 Appendix A-1 Salary Schedule shall be increased by 2%.

08/09 – Effective July 1, 2008, there will be a 2% reduction in the Salary Schedule and steps will be frozen.

09/10 – Effective July 1, 2009, a two-tier wage scale will be implemented, affecting all new hires. Hourly wages and steps will remain frozen.

10/11 – Effective July 1, 2010, hourly wages and steps will remain frozen

It is understood that the designation of a classification is not intended to designate job content or to restrict work assignments.

Nothing herein shall prevent the District from hiring an employee into a skilled trades type classification (e.g., mechanic, central maintenance I including plumber, electrician, and HVAC, and equipment technicians) above the start rate, provided it will inform the Union President, explain the reason for paying above the start rate and verify the employee's past experience.

**Section B.** Increases granted under this Article shall become effective on the beginning of the pay period after the effective date of the increase.

**Section C.** Longevity payouts have been eliminated effective July 1, 2008 through July 1, 2011.

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

1. Complete the course request form provided by the District.
2. Provide appropriate backup information, the nature of the course, the course content and the institution offering the course.
3. Receive the prior approval of the Superintendent or the Superintendent's designee to take the course (on the Course Request form).
4. Provide appropriate verification showing satisfactorily completion of the course.
5. Provide a copy of an appropriate tuition receipt within sixty (60) days following completion of the course(s).

Eligible tuition reimbursement for courses completed in accord with this Section shall be made to employees within thirty (30) days following receipt of the required paperwork as set forth in Paragraph 5 above.

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

**Section E.** The District will appoint a Custodian at each school who will assume the responsibilities of the Building Custodial Leader when the Leader is absent. The Substitute Leader will be paid the hourly Leader pay differential when he/she fills in for the Leader for over four (4) hours in any day.

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

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

**Section G.** The District shall pay for time spent at required driver training sessions.

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

#### **ARTICLE XIV - INSURANCE**

**Section A. Health Insurance.** For the life of this Agreement, the Employer shall pay the premiums to the level specified herein to provide a Blue Cross/Blue Shield Community Blue PPO or a Health Alliance Plan HMO for regular, full-time employees and their eligible dependents. **Effective July 1, 2008, each district-insured employee will pay an annual contribution of \$390 toward health insurance in each year of this agreement.**

Effective January 1, 2007, the District will also offer Community Blue 2 PPO with a \$10/\$20 2x mail order prescription drug. Community Blue 2 shall be the base plan. Eligible employees selecting one of the other insurance plans offered by the District shall pay the difference in cost, if any, based on the illustrative rates for the Blue Cross plans (and the HAP premium rate for HAP). Effective January 1, 2007, the 1/4% premium co-pay will be discontinued.

1. The prescription drug rider for all plans shall be a \$10 generic/\$20 brand plan, with 2x mail order.
2. Employees enrolled in the current Blue Cross Traditional Plan as of January 1, 2003 shall have the option of continuing in the plan provided said employees will be obligated to contribute one fourth of one percent (.0025) of their base pay in addition to the differences between the Community Blue PPO and the Traditional Plan, as long as said

plan is available, provided said one fourth of one percent (.0025) shall be discontinued January 1, 2007, as provided in Paragraph 1 above.

3. Employees enrolled in the Community Blue or HAP will contribute one fourth of one percent (.0025) of their base pay provided said one-fourth of one percent (.0025) shall be discontinued January 1, 2007, as provided in Paragraph 1 above.
4. Employee premium contributions shall be by payroll deduction which is hereby authorized.
5. Members and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above. If the member should lose such coverage, they shall become eligible for benefits of this agreement without penalty.
6. Regular full-time employees eligible for employer-paid health insurance and part-time employees eligible for full-time premium payments shall be entitled to accrue a payment of \$83.33 per monthly billing period for any billing period during which no hospitalization insurance was provided for the employee by the employer under the conditions set forth.
  - a. Said payment shall be made as an adjustment to a regular pay check and shall only be made to those employees who are entitled to a regular paycheck in the last pay period of the calendar year; provided employees on leave of absence, laid off, or retired will receive a pro-rated payment. Spouses employed with the District are not eligible for the opt-out stipend.
7. In the event an employee is eligible for the employer health insurance but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under the other plan, then said employee shall be allowed to enroll in one of the employer paid plans and said coverage shall become effective at the beginning of the next billing period. Verification of coverage or loss thereof shall be required.

Employees who opt out shall also be eligible to enroll in the District's health insurance plan during the annual open enrollment.

**Section B. Dental Insurance.** For the life of this Agreement, the District shall pay the premiums up to the level provided herein to provide Dental Insurance for eligible, seniority employee with one or more years of seniority who enroll in the plan.

1. The benefit level for Class I, II and III benefits shall be 75% with a calendar year number maximum of \$1,000.

2. The Dental Plan shall also include an orthodontic rider to cover dependent children through age 18 at 50% co-pay with a lifetime maximum of \$1,000 per eligible member.

**Section C. Vision Care.** For the life of this Agreement, the District will pay the premiums up to the level provided herein to provide vision care insurance for eligible full-time seniority employees who enroll in the plan.

**Section D.** For the life of this Agreement, the District will pay the premiums for term life insurance in the amount of \$25,000 for regular, full-time seniority employees.

**Section E.** For the life of this Agreement, the District will pay the premiums for full-time seniority employees to provide long-term disability insurance.

**Section F.** For Health, Dental and Vision, the District will pay a prorated portion of the premium for eligible, part-time seniority employees who are regularly-scheduled to work four (4) or more hours per day, five (5) days a week, but less than 40 hours (and their eligible dependents) based on the following:

<b>Number of Hours Worked</b>	4	4-1/2	5	5-1/2	6	6-1/2	7	7-1/2
<b>Prorated Portion of Full-Time Cost</b>	50%	56%	63%	69%	75%	81%	88%	94%

The prorated portion is based on an eight (8) hour day. The number of hours regularly-scheduled are rounded to the nearest half-hour.

After one (1) year of employment, part-time seniority employees who are regularly-scheduled to work seven (7) or more hours a day, five (5) days per week, will be considered to be full-time employees for purposes of eligibility for premium payments for health, dental and vision.

A part-time employee shall authorize a payroll deduction to pay his/her portion of the cost.

**Section G.** An eligible employee who enrolls in the above plan(s) shall become insured at the beginning of the next monthly billing period following completion of his/her probationary period in the case of health insurance and vision and following completion of one (1) year of service in the case of all other plans. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

**Section H.** The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of health leave of absence, said insurance coverage will be continued for one month for each year of service up to a maximum of six (6) months. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month.

The above periods are subject to applicable COBRA and FMLA regulations.

**Section I.** Coverage and benefits under the above plans are subject to the terms and conditions contained in the contracts between the District and the carrier(s). Any rebates or refunds on premiums shall accrue to the District. The District reserves the right to select carrier, change carrier, or to become self-insured, provided comparable level of benefits are obtained. The District will notify the Union thirty (30) days in advance if it intends to change providers or become self-insured and upon written request, meet with the Union to discuss said change. No matter contained in this article shall be subject to the grievance procedure or arbitration. The District, by payment of the premiums to the levels provided, shall relieve the District from all liability with regard to benefits set forth in this article. Any claim for benefits shall be between the employee and the provider and shall not become the basis of a grievance or arbitration. The failing of an insurance provider to provide any of the benefits which have been contracted for shall not result in any liability to the District or the Union.

### **ARTICLE XV - VACATIONS**

**Section A.** Full-time 52-week employees who have completed at least one (1) year of service as of the end of the fiscal year, i.e., June 30th, will be eligible to receive vacation with pay in accordance with the following:

<u>Completed Years of Service as of June 30th</u>	<u>Vacation with Pay</u>
At least one (1) year but less than six (6) years	2 Weeks
At least six (6) years but less than ten (10) years	3 Weeks
At least ten (10) years but less than twenty-two (22) years	4 Weeks
At least twenty two (22) years but less than twenty five (25) years	4 Weeks + 1 Day*
At least twenty five (25) years or more years of service	4 Weeks + 2 Days*

*\*Effective July 1, 2003.*

In addition, when an employee reaches his/her anniversary date after six years and after ten years, the employee will be given a prorated portion of the additional five days of vacation for the balance of that fiscal year with said days to be used by June 30th of said fiscal year.

To be eligible for a full vacation allowance, an employee must have worked eighty percent (80%) of the regularly scheduled working hours. A lesser amount of hours worked will be prorated.

An employee hired on or after July 1st but prior to June 30th, shall be entitled to a prorated portion of vacation days rounded down to the nearest whole day during his first fiscal year of employment. For example, an employee who is employed on September 1st of one year will be eligible to earn up to seven vacation days on June 30th, to be used in the next fiscal year (i.e.,  $9/12$  of  $10 = 7.5$ ). Said days are not considered earned nor can they be used prior to the first day of July following their employment.

**Section B.** Vacations will normally be scheduled during the summer months when school is not in session and for a period of consecutive days. Vacations may be scheduled as such other times during the year or split into one or more weeks as may be suitable, considering both the wishes of the employee and the efficient operation of the District, including the availability and costs for substitute personnel. The District reserves the right to limit the number of employees who can take vacation during the student Christmas recess period. Normally, vacation requests will not be honored the first two weeks prior to the start of, or the first week following the end of, the K-12 school program.

On or before February 15th each year, the District will post the period or periods of the year that vacations will be scheduled and will designate how many employees in each classification in each building or assignment area shall be allowed off during said period or periods. Vacation requests shall be submitted during the last two (2) weeks of February.

Choice of vacation for requests submitted during the above period shall be honored on basis of seniority within a classification in a building or assignment unless otherwise agreed to by the Union. Vacation requests honored shall be posted prior to March 31st.

Vacation requests put in after the annual posting period are subject to the District approval and the understanding there is no conflict with previously granted vacation time.

A granted vacation request of an employee temporarily transferred for purposes of relief shall be honored. The District reserves the right to schedule vacations and change vacations even though not in conformity with the above based on the best interests of the District, and although said scheduling shall be subject to the Grievance Procedure through Step 5, the decision of the Board shall be final.

**Section C. Food Service and Transportation.** Employees working the full SEP and Child Care calendars, including summer session, who have completed at least one (1) year of service as of the end of the fiscal year (i.e., June 30th) will receive vacation with pay in accordance with the following:

1. For employees hired on or after July 1, 2002:

<u>Completed Years of Service as of June 30th</u>	<u>Vacation with Pay</u>
At least five (5) years but less than ten (10) years	Five (5) Days
At least ten (10) years or more of service	Ten (10) Days

2. Grandfather current Food Service and Transportation employees hired prior to July 1, 2002, on existing schedule.

Vacation days for eligible Food Service and Transportation employees must be taken after the last scheduled workday of the regular K-12 school year and before the first scheduled school day of the new school year. Vacation may be taken while school is in session only with the express written approval of the Food Service Manager/Transportation Supervisor and the Director of



Human Resources. The Food Truck Driver shall be entitled to vacation with pay according to the schedule for 52 week employees.

To be eligible for a full vacation allowance, the employee must have worked eighty percent (80%) of the regularly-scheduled working hours. A lesser amount of hours worked will be prorated.

**ARTICLE XVI - HOLIDAY PAY**

**Section A.** Seniority employees shall receive their regular straight-time rate, exclusive of any premiums, times the hours normally scheduled to work on the day in question (not to exceed eight (8) hours) for the following holidays.

2006/07	2007/08	2008/09
September 1, 4	August 31 & September 3	August 29 & September 1
Thanksgiving	Thanksgiving	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving	Day after Thanksgiving
December 24 (Sunday)	December 24 (Monday)	December 24 (Tuesday)
December 25 (Monday)	December 25 (Tuesday)	December 25 (Wednesday)
December 31 (Sunday)	December 31 (Monday)	December 31 (Tuesday)
January 1 (Monday)	January 1 (Tuesday)	January 1 (Wednesday)
Good Friday	Good Friday	Good Friday
Memorial Day	Memorial Day	Memorial Day
Floating Holiday	Floating Holiday	Floating Holiday

The Friday before Labor Day shall continue to be a paid holiday as long as students are not in session on said day. Further, if the District requires an employee to work on the Friday before Labor Day when students are not in session, the employee will be paid straight-time for the first eight hours worked and be given compensatory time-off during the year for the time worked up to eight (8) hours. Where possible, the employee will be notified two (2) weeks in advance if the employee is being scheduled to work on said day.

Full-time seniority employees who work eight (8) hours per day, five (5) days per week, twelve (12) months a year shall also receive Easter Monday and Independence Day as paid holidays.

**Section B.** The day after Thanksgiving, Good Friday and Easter Monday shall only become paid holidays in the event school is not in session on any of the these days. In the event school is in session, said days shall not be considered as holidays for the purposes of computation of overtime or holiday premium pay. However, the District agrees to pay the employee for said holiday the normal pay in addition to his/her regular day's pay for working on said day.

**Section C.** Employees required to work on any of the above-named holidays shall receive time and one-half for hours worked on such holiday in addition to his/her holiday pay, subject to the exception in Section B, above.

**Section D.** In order to receive holiday pay, the employee must have worked the last scheduled workday prior to the holiday and the next scheduled workday after the holiday, except when the employee works on the holiday. For purposes of applying this Section D, less than 52-week employees must work the last scheduled student day before and the first scheduled student day after the holiday to receive holiday pay or be off on approved vacation time.

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

**Section F.** All schools will be closed during the December holiday break. Custodians may opt to take vacation, business days or days off without pay during this time.

## **ARTICLE XVII - DRUG AND ALCOHOL TESTING**

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

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

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

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

Failure to cooperate with a drug/alcohol test or altering a specimen is considered a positive test.

## **ARTICLE XVIII - GENERAL**

**Section A.** The District may, at its discretion, require that employees submit to physical and medical tests and examinations by a District appointed doctor when such tests and examinations are considered to be of value to the District in maintaining a capable work force, employee

health and safety, student health and safety, etc., provided, however, that the District will pay the cost of such tests and examinations.

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

**Section C.** This agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged District practices, between the District and its employees or the Union and constitutes the entire agreement between the parties. Any employee benefits not expressly provided for herein may be discontinued at any time at the sole discretion of the District. Any amendment or agreement supplemental herein shall not be binding upon either party unless executed in writing by the parties hereto.

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

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

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

**Section G.** Employer practices will be applied uniformly among bargaining unit members.

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

**Section I.** All seniority employees shall receive a written performance evaluation a minimum of every three (3) years.

**Section J.** The Union and the Board reaffirm by this Agreement their commitment not to discriminate against any person or persons because of sex, age, race, creed, color, religion, national origin or handicap. Any alleged violation of this provision must be supported by written evidence at Step Three of the Grievance Procedure. The decision of the Superintendent at Step 3 shall be considered final, providing nothing herein shall be construed as preventing an employee from exercising his/her legal rights under applicable law.

The Employer, after consultation with the Union, shall have the right to take such action as is necessary to comply with the provisions of the Americans With Disabilities Act, provided the provisions of the contract are not violated.

## **ARTICLE XIX - TERMINATION AND MODIFICATION**

**Section A.** This Agreement shall continue in full force and effect until June 30, 2009, provided, however, this Agreement shall be reopened on July 1, 2008, for the purposes of negotiating wages and health insurance upon written notice of desire to reopen given by either party to the other at least thirty (30) days prior to July 1, 2008.

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

**Section C.** If either party desires to modify or change this Agreement, on or after June 30, 2009, except as otherwise provided in the Wage and Health Insurance Reopener in Section A, above, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice. If notice of modification has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination. Any amendments that may be agreed upon shall become and be part of this Agreement.

**Section D.** Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the Teamsters, Local 214, 2801 Trumbull Avenue, Detroit, Michigan 48216 and if to the Employer, addressed to Northville Public Schools, 501 West Main Street, Northville, Michigan, 48167, or to any other such address the Union or the Employer may make available to each other.

**Section E.** The effective date of this Agreement is July 1, 2008 through June 30, 2011.

NORTHVILLE PUBLIC SCHOOLS

TEAMSTERS LOCAL 214

\_\_\_\_\_  
Dr. Leonard R. Rezmierski, Superintendent

\_\_\_\_\_  
Les Barret, Teamsters Lcl 214

\_\_\_\_\_  
Donald E. Thomas, Director, Human Resources

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Dan Chisolm, Local 214 Union Steward

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8/28/08

**APPENDIX A-1 - WAGES**

**July 1, 2006**

**FOOD SERVICE**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Food Service Assistant	\$10.79	\$11.06	\$11.50	\$11.96	\$12.57	\$12.97
Kitchen Coordinator	\$11.76	\$11.99	\$12.46	\$12.96	\$13.62	\$14.05
Satellite Coordinator	\$11.40	\$11.65	\$12.11	\$12.61	\$13.24	\$13.67
Food Truck Driver	\$14.72	\$15.44	\$16.07	\$16.71	\$17.54	\$18.05

**TRANSPORTATION**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 5 YEARS</b>	<b>AFTER 4 YEARS</b>
Bus Drivers	\$14.44	\$15.14	\$15.74	\$16.36	\$17.22	\$17.72
Mechanic I	\$19.98	\$21.03	\$21.88	\$22.75	\$23.90	\$24.53
Mechanic II	\$16.52	\$17.06	\$17.74	\$18.44	\$20.25	\$20.81
Bus Assistant	\$11.38	\$12.01	\$12.48	\$12.97	\$13.64	\$14.08
Garage Foreman	\$22.35	\$23.59	\$24.54	\$25.52	\$26.82	\$27.51

**CUSTODIAL**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Custodian I	\$14.44	\$15.14	\$15.74	\$16.36	\$17.22	\$17.72
Custodial Leader - Elementary	\$15.49	\$16.23	\$16.88	\$17.56	\$18.45	\$18.99
Assistant Leader - (Middle/High)	\$15.49	\$16.23	\$16.88	\$17.56	\$18.45	\$18.99
Custodial Leader - Middle School	\$15.65	\$16.44	\$17.11	\$17.78	\$18.69	\$19.22
Custodial Leader - Senior High	\$16.20	\$16.98	\$17.67	\$18.36	\$19.30	\$19.84

**MAINTENANCE**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Central Maintenance I Equipment Technician	\$19.98	\$21.03	\$21.88	\$22.75	\$23.90	\$24.53
Central Maintenance IA	\$16.97	\$17.81	\$18.53	\$19.27	\$20.25	\$20.81
Central Maintenance II	\$15.11	\$15.87	\$16.50	\$17.16	\$18.02	\$18.54
Central Maintenance IIA	\$15.49	\$16.23	\$16.88	\$17.56	\$18.45	\$18.99

**MISCELLANEOUS**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Parking Lot Attendant; Hall Monitor	\$10.44	\$10.85	\$11.29	\$11.75	\$12.35	\$12.76

Effective the beginning of the pay period on or after July 1, 2006.



**APPENDIX A-2 - WAGES\*\***

**July 1, 2007**

**FOOD SERVICE**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Food Service Assistant	\$11.01	\$11.28	\$11.73	\$12.20	\$12.82	\$13.23
Kitchen Coordinator	\$12.00	\$12.23	\$12.71	\$13.22	\$13.89	\$14.33
Satellite Coordinator	\$11.63	\$11.88	\$12.35	\$12.86	\$13.50	\$13.94
Food Truck Driver	\$15.01	\$15.75	\$16.39	\$17.04	\$17.89	\$18.41

**TRANSPORTATION**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Bus Driver	\$14.73	\$15.44	\$16.05	\$16.69	\$17.56	\$18.07
Mechanic I	\$20.38	\$21.45	\$22.32	\$23.20	\$24.38	\$25.02
Mechanic II	\$16.85	\$17.40	\$18.09	\$18.81	\$20.65	\$21.23
Bus Assistant	\$11.61	\$12.25	\$12.73	\$13.23	\$13.91	\$14.36
Garage Foreman	\$22.80	\$24.06	\$25.03	\$26.03	\$27.36	\$28.06

**CUSTODIAL**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Custodian	\$14.73	\$15.44	\$16.05	\$16.69	\$17.56	\$18.07
Custodial Leader - Elementary	\$15.80	\$16.55	\$17.22	\$17.91	\$18.82	\$19.37
Assistant Leader - (Middle/High)	\$15.80	\$16.55	\$17.22	\$17.91	\$18.82	\$19.37
Custodial Leader - Middle School	\$15.96	\$16.77	\$17.45	\$18.14	\$19.06	\$19.60
Custodial Leader - Senior High	\$16.52	\$17.32	\$18.02	\$18.73	\$19.69	\$20.24

**MAINTENANCE**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Central Maintenance I Equipment Technician	\$20.38	\$21.45	\$22.32	\$23.21	\$24.38	\$25.02
Central Maintenance IA	\$17.31	\$18.17	\$18.90	\$19.66	\$20.66	\$21.23
Central Maintenance II	\$15.41	\$16.19	\$16.83	\$17.50	\$18.38	\$18.91
Central Maintenance IIA	\$15.80	\$16.55	\$17.22	\$17.91	\$18.82	\$19.37

**MISCELLANEOUS**

<b>CLASSIFICATION</b>	<b>START</b>	<b>AFTER SENIORITY</b>	<b>AFTER 1 YEAR</b>	<b>AFTER 2 YEARS</b>	<b>AFTER 3 YEARS</b>	<b>AFTER 4 YEARS</b>
Parking Lot Attendant; Hall Monitor	\$10.65	\$11.07	\$11.52	\$11.99	\$12.60	\$13.02

\*\*Effective the beginning of the pay period on or after July 1, 2007.

## APPENDIX B

**The rates listed herein reflect a two percent (2%) reduction from the 2007-08 rate schedule effective July 1, 2008 through June 30, 2011 for all employees hired prior to July 1, 2009.**

	<u>START</u>	<u>AFTER SENIORITY</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>
Custodian	14.44	15.13	15.73	16.36	17.21	17.71
Cust Leader (Elem)	15.48	16.22	16.88	17.55	18.44	18.98
Asst Leader (Secondary)	15.48	16.22	16.88	17.55	18.44	18.98
Cust Leader (MS)	15.64	16.43	17.10	17.78	18.68	19.21
Cust Leader (HS)	16.19	16.97	17.66	18.36	19.30	19.84
Driver	14.44	15.13	15.73	16.36	17.21	17.71
Mechanic 1	19.97	21.02	21.87	22.74	23.89	24.52
Mechanic 2	16.51	17.05	17.73	18.43	20.24	20.81
Bus Assistant	11.38	12.01	12.48	12.97	13.63	14.07
Garage Foreman	22.34	23.58	24.53	25.51	26.81	27.50
Food Service Asst	10.79	11.05	11.50	11.96	12.56	12.97
Kitchen Coordinator	11.76	11.99	12.46	12.96	13.61	14.04
Satellite Coordinator	11.40	11.64	12.10	12.60	13.23	13.66
Food Truck Driver	14.71	15.44	16.06	16.70	17.53	18.04
Central Maint 1// Equipment Tech	19.97	21.02	21.87	22.75	23.89	24.52
Central Maint 1A	16.96	17.81	18.52	19.27	20.25	20.81
Central Maint 2	15.10	15.87	16.49	17.15	18.01	18.53
Central Maint 2A	15.48	16.22	16.88	17.55	18.44	18.98
Parking Lot Attend	10.44	10.85	11.29	11.75	12.35	12.76
Hall Monitor	10.44	10.85	11.29	11.75	12.35	12.76

**APPENDIX B1**

**The rates listed below will be applied for all employees hired AFTER JUNE 30, 2009**

	<u>START</u>	<u>AFTER SENIORITY</u>	<u>AFTER 1 YEAR</u>	<u>AFTER 2 YEARS</u>	<u>AFTER 3 YEARS</u>	<u>AFTER 4 YEARS</u>
Custodian	11.34	11.89	12.36	12.85	13.52	13.91
Cust Leader (Elem)	12.17	12.74	13.26	13.79	14.49	14.91
Asst Leader (Secondary)	12.17	12.74	13.26	13.79	14.49	14.91
Cust Leader (MS)	12.29	12.91	13.44	13.97	14.68	15.09
Cust Leader (HS)	12.72	13.34	13.88	14.42	15.16	15.58
Driver	11.34	11.89	12.36	12.85	13.52	13.91
Mechanic 1	15.69	16.52	17.19	17.86	18.77	19.27
Mechanic 2	12.97	13.40	13.93	14.48	15.90	16.35
Bus Assistant	8.94	9.43	9.80	10.19	10.71	11.06
Garage Foreman	11.56	18.53	19.27	20.04	21.07	21.61
Food Service Asst	8.48	8.69	9.03	9.39	9.87	10.19
Kitchen Coordinator	9.24	9.42	9.79	10.18	10.70	11.03
Satellite Coordinator	8.96	9.15	9.51	9.90	10.40	10.73
Food Truck Driver	11.56	12.13	12.62	13.12	13.78	14.18
Central Maint 1// Equipment Tech	15.69	16.52	17.19	17.87	18.77	19.27
Central Maint 1A	13.33	13.99	14.56	15.14	15.91	16.35
Central Maint 2	11.87	12.47	12.96	13.48	14.15	14.56
Central Maint 2A	12.17	12.74	13.26	13.79	14.49	14.91
Parking Lot Attend	8.20	8.52	8.87	9.23	9.70	10.03
Hall Monitor	8.20	8.52	8.87	9.23	9.70	10.03

**LETTER OF UNDERSTANDING**

**Retyped 8/31/06**

Within 30 days following ratification of this agreement, the parties will meet in a special conference to address the District's need to provide stipends for various positions in order to attract and retain qualified employees. The stipends will apply for special skills, licenses, certificates, responsibilities, etc. deemed necessary and applicable by the District for the employee's job assignment. While the amount of any such stipend shall be at the discretion of the District and is not subject to negotiations, it is the intent of the parties that the stipends will be distributed on an equitable basis. The parties agree that the initial stipends will include but are not limited to the skilled trades of electrician, plumber and HVAC. Once such stipends are established, they cannot be removed or reduced except through collective bargaining.

As a result of the special conference, the following letter was sent to the Union.

Dear Mr. Webber:

The following shall serve to summarize the results of the special conferences held during the past 60 days pursuant to the Letter of Understanding regarding stipends.

The District is instituting the following stipends effective the beginning of the pay period on or after April 1, 2003. The stipends shall only apply when deemed necessary and applicable by the District for the employee's job assignment. The District shall continue to assess the need for stipends on an ongoing basis. While it is understood that once a stipend is established, it cannot be removed during the life of the agreement except through collective bargaining, it is understood that in case of proven financial hardship, stipends may be temporarily suspended.

A. Food Service

1. Satellite Coordinator - \$.25 per hour
2. Meads Mill Kitchen Coordinator - \$.40 per hour
3. Northville High School Coordinator - \$.70 per hour
4. Cook and Hillside Kitchen Coordinators - \$1.00 per hour

B. Custodial Leaders

1. Hillside Middle School - \$.75 per hour
2. Northville High School - \$1.50 per hour

C. Maintenance

1. Master Plumber License - \$4.00 per hour
2. Master Electrician License - \$4.00 per hour
3. HVAC Mechanical Contractor License - \$4.00 per hour
4. HVAC Reclaim Certification - \$1.00 per hour
5. Certified Pool Operator - \$.50 per hour
6. Pesticide Certification - \$.50 per hour
7. National Playground Certification - \$1.00 per hour
8. Equipment Technician with both an A+ certification and Associate Degree - \$.50 per hour
9. Network + Certification - \$.50 per hour
10. Server + Certification - \$1.00 per hour.

Very truly yours,

Katie Parker