

# **AGREEMENT**

**BETWEEN**

**THE NOVI COMMUNITY SCHOOL DISTRICT**

**AND THE**

**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION**

**NFSEA**

**2005 - 2008**



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## PREFACE

This Agreement entered into this 1st day of July, 2005 by and between the Novi Community School District, hereinafter referred to as the *District*, the *Board*, or the *Employer*, and the Novi Food Service Employees Association, affiliated with the Michigan and National Education Associations, hereinafter referred to as the *Association*.

The signatories shall be the only parties to this Agreement.

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

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

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

## WITNESSETH

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

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

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

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

## ARTICLE I

### RECOGNITION

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

## ARTICLE II

### RIGHTS OF THE BOARD

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

## ARTICLE III

### ASSOCIATION RIGHTS

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

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

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

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

- D. The Association shall have the right to use Employee mailboxes for communications to Employees and to post notices of its activities on Employee bulletin boards provided the communications are official business of the Association, clearly stated and identified, and that they are placed on bulletin boards which are located in the Employees' lounges to avoid student involvement in Association affairs.
- E. Duly authorized representatives of the Association shall have the right to use District facilities and equipment including computers, duplication equipment, other office machines, telephones, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

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

- F. As soon as possible, but within thirty (30) work days following receipt of a written request, the Board shall make available to the Association, to the extent the material

is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement.

- G. The Association shall have the right to receive a copy of the agenda before each regularly scheduled meeting of the Board of Education and to receive a copy of the minutes of each meeting.
  
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on District property *at all reasonable times*, provided that this shall not interfere with or interrupt the normal building operations.
  
- I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.

## ARTICLE IV

### AGENCY SHOP

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

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

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

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

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

- D. In the event an Employee shall not pay the required amount as scheduled:
  - 1. The Association shall notify the Employee of non-compliance. The notice shall detail the non-compliance, provide ten (10) days for compliance and advise the Employee that a request for termination may be filed with the District in the event that compliance is not effected.
  - 2. If the Employee fails to comply, the Association may file charges, in writing, with the District and may request termination of the Employee's employment. A copy of the notice of non-compliance and proof of its delivery (*Certified Mail, Return Receipt Requested*) shall be attached to the charges.
  - 3. Upon receipt of the charges and request for termination, the District shall conduct a hearing.

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

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

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

- E. In the event that any claim is made, or any action is brought, against the Board in a Court of Law and/or before any administrative agency or tribunal because of the District's agreement to, or compliance with, this Article, the Association shall defend the claim or action, at its own expense and through its own legal counsel, provided that the District shall:
  1. promptly notify the Association of the claim or action, and
  2. fully cooperate with the Association and its counsel in securing and presenting evidence, obtaining witnesses and making relevant information available at the hearing or trial as well as at the appellate level.

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

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

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions:

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

#### B. Purpose:

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

#### C. Procedure:

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

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

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

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

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

The Grievant may request Association representation.

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

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

- a. Within fourteen (14) days after the delivery of the immediate administrative supervisor's decision, the grievance may be appealed in writing to the Superintendent, or his/her designee.
- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.

- c. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

4. **Level Four --**

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

5. **Level Five --**

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

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

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

b. **Powers of the Arbitrator:**

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

- (1) He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He/She shall have no power to establish wage scales.
- (3) He/She shall have no power to rule on any of the following:
  - (a) The termination of the services of or failure to re-employ any probationary Employee.
  - (b) Any matter involving Employee evaluation other than the procedure (see Article XIII).
- c. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. **Time Limits:**

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

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

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

Time limits may be extended by written mutual agreement.

E. **Rights to Representation:**

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

F. **Miscellaneous:**

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

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

## ARTICLE VI

### EMPLOYEE RIGHTS

- A. Employees shall be entitled to the full rights of citizenship. No religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on in the work setting during the Employee's hours of work.
- B. The parties agree that they, nor any of their agents, shall not discriminate against any Employee on the basis of race, creed, color, national origin, gender, marital status, handicap, political activities, or membership or participation in the activities of the Association or any other employee organizations.
- C. Membership in the Association shall not be required as a condition of employment of any Employee with the District.
- D. Pursuant to the Michigan Public Employment Relations Act (*PERA*), the District hereby agrees that every Employee shall have the right to organize, to join and to support the Association for the purpose of collective bargaining.

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

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

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

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

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

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

- G. If an Employee is on duty on the District premises and a loss of, damage to, or destruction of clothing or personal property occurs as the result of an assault and/or battery incident, the District will reimburse him/her up to a maximum of \$100 per incident.

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

- H. If a complaint is filed or a suit is brought against an Employee, as a result of any reasonable action taken by him/her while in the course of his/her employment, the District will provide all of the necessary assistance to the Employee in presenting his/her defense.
- I. The District's administration and the Employees will comply with the Board's student medication policy regarding the administering of medication to students.

No Employee shall prescribe or recommend medication for students.

- J. An Employee who severs his/her employment shall be compensated for accumulated sick leave allowance (*see Article XXIV, Section F*), benefits. All other rights and privileges provided in this Agreement will become null and void.
- K. Deposit of District funds by Employees shall be during the regular work day. The Employee and the Director of Food Service shall mutually agree to the amount of time necessary to make the deposit, not to exceed fifteen (15) minutes per day when a deposit is made.

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

- L. Upon approval, Employees shall be reimbursed at the mileage rate allowed by the Internal Revenue Service. However, the reimbursement shall not apply for travel related to banking responsibilities noted in *Section K (above)*.
- M. When an Employee submits a written authorization, the District will make Payroll deductions for voluntary contributions. The voluntary contribution entities will be mutually determined by the District and the Association.
- N. Employees shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being.
- O. The District shall make every effort, consistent with the available facilities and resources, to maintain the work sites at a comfortable temperature and in a clean condition.

## ARTICLE VII

### EMPLOYEE'S PERSONNEL FILE

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

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

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

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

## **ARTICLE VIII**

### **EMPLOYEE HEALTH CERTIFICATION**

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

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

## ARTICLE IX

### ABSENCE POLICIES

#### A. Sick Leave Allowance:

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

The maximum accumulation of sick leave allowance shall be 147 days.

The annual sick leave allowance shall be prorated for any unpaid leave time, or resignation totaling one-half (1/2) or more of the work year.

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

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

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

In extenuating circumstances, additional days may be granted.

4. There shall be a limitation of three (3) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

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

#### B. Personal Business:

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

tivity that can be accomplished only during work hours. Personal business days may not be used for vacation times.

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

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

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

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

**C. Attendance Incentive:**

1. Employees shall, on a quarterly basis, receive an attendance incentive bonus based on the following criteria:
  - a. An Employee with perfect attendance, during the quarter, shall receive an attendance incentive bonus of sixty dollars (\$60) for the quarter.
  - b. An Employee with one (1) absence, during the quarter, shall receive an attendance incentive bonus of forty-dollars (\$40) for the quarter.
  - c. An Employee with two (2) absences, during the quarter, shall receive an attendance incentive bonus of twenty dollars (\$20) for the quarter.
  - d. The work year schedule (*thirds*) shall be as follows: mid-August through mid-November; mid-November through mid-March; and mid-March through end of June.
2. For the purpose of calculating the attendance incentive bonus, absences for the observance of religious holidays, death in the immediate family; and/or jury duty will be excluded. Additionally, all partial absences shall be cumulative for each period noted in *sub-section 1 (above)*.

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

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

D. **Worker's Compensation:**

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

E. **Legal Proceedings:**

1. **Jury Duty --**

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

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

2. **Employment Related --**

An Employee, who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact-finding proceeding(s) during the normal workday, shall be compensated for the difference between his/her normal daily wage and payment received for the performance of the obligation.

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

F. Notification of an absence shall be made in a manner determined by the Administration.

G. When an Employee returns to work following an absence, the Employee shall complete and sign an *Employee Absence* form.

H. An Employee absent ten (10) or more consecutive work days because of illness, injury or physical disability shall, on his/her return but before resuming his/her duties, provide the Superintendent, or his/her designee, with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Employee to resume his/her normal duties.

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

I. An Employee, whose physical mobility and/or dexterity may be restricted causing hazardous conditions at the work site, shall not be permitted to return to work without the written permission of the Superintendent, or his/her designee.

The District may require the Employee to be examined by a physician of its choice, such examination shall be at the expense of the District, to determine his/her ability to perform the routine functions of the Employee's daily assignment(s).

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

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

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

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

- L. For purposes of the use of the Employee's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability.
- M. An unexcused absence immediately before or after a paid holiday, break/recess or vacation period shall result in a loss of pay.

## ARTICLE X

### SICK LEAVE BANK

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

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

## ARTICLE XI

### INCLEMENT WEATHER

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

## ARTICLE XII

### EMPLOYMENT STATUS

#### A. Probationary Status:

- a. A new Employee must serve a probationary period of sixty (60) work days per the Employee's work schedule.
- b. The District shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association.
- c. The District will evaluate, in writing, the performance of all probationary Employees after twenty (20) work days and at the end of the sixty (60) day probationary period.
- d. There shall be no seniority among probationary Employees.

#### B. Permanent Status:

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

#### C. Full-Time Status:

Full-time, for all purposes, excluding the *pro-ratio*n of insurance premiums, shall be defined as at least six (6) hours per day.

## ARTICLE XIII

### EMPLOYEE EVALUATION

- A. *Permanent Employees* shall be evaluated not less than once every two (2) years by the Director of Food Service (*where appropriate, input may be requested from the administrator(s) of the work site*).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Human Resources. The Employee should be given a copy of the form at the beginning of the work year in which he/she is to be evaluated.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The District has the right to require more frequent evaluations when an Employee's job performance has been designated as *Less Than Satisfactory*.

The Association will be notified of any Employee who is being evaluated due to a *Less Than Satisfactory* job performance designation.

- E. Should an Employee receive a *Less Than Satisfactory* designation, the evaluator shall provide, in writing, specific recommendation(s) for his/her improvement, stating the length of time the Employee has to provide evidence of the desired remediation.

## ARTICLE XIV

### SENIORITY

- A. *Seniority* shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.
- B. In the event that two (2) or more Employees have the same length of service in the District, the tie will be broken by a lottery.

The Employee with the lowest number of the last four (4) digits (*e.g.*, 4395, 3893, 2936) of his/her social security number shall be determined to be the most senior.

- C. The Board will keep a District employee data list, as well as a Classification seniority list up to date at all times and will make them available to the Association on or before September 30 and June 1 of each contractual year. Any changes in the lists will be mailed to the Association within one (1) week of the change
- D. The employee data list shall contain the following information:

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

The seniority list shall contain the following information:

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

- E. An Employee shall lose his/her seniority for the following reasons:
1. The Employee retires.
  2. The Employee resigns.
  3. The Employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
  4. The Employee is absent for five (5) consecutive work days without notifying the District, unless such absence is caused by circumstances beyond his/her control. (*Such absence will result in automatic discharge and the District will send written notification to the Employee, at his/her last known address, that his/her employment has been terminated and the Employee has lost his/her seniority.*)

5. The Employee does not return to work when recalled from layoff, as set forth in the Recall Procedure (*see Article XV*).
6. Failure to return from a leave of absence without a notification to the District, will be treated in the same manner as 4 above.

# ARTICLE XV

## LAYOFF AND RECALL

### A. Reduction in workforce:

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

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

When there are multiple positions within the same classification, the District shall first displace the least senior Employee in that classification.

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

To be deemed qualified to bump into a position, the displaced employee must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an assessment administered by a representative of the District.

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

3. The process for a reduction in workforce shall be as follows:
  - a. The District will identify the position(s) to be eliminated.
  - b. The District will notify the Association in writing twenty five (25) workdays in advance of any reduction in workforce which will result in layoff.
  - c. The District's representative(s) will meet with the Association representative(s) to provide the reason(s) for the reduction in workforce and to discuss alternatives.
  - d. The Employee whose position will be affected by the reduction in workforce shall be given at least fifteen (15) workdays written notice of scheduled layoff.
  - e. An Employee who is displaced as a result of the reduction in workforce shall have the opportunity to bump according to the following process. If the displaced Employee chooses not to participate in the bumping process, he/she must notify the Executive Director of Human Resources in writing, within two (2) business days after receipt of displacement notice. In no case will the displaced Employee be allowed to bump an Employee with more seniority.

- (1) The displaced Employee shall first bump the least senior Employee within the same classification, if the displaced Employee is deemed qualified to fill that position. If the displaced Employee is deemed not qualified to take the position of the least senior Employee in the same classification, the displaced Employee may continue to bump in reverse order of seniority within the classification, until the displaced Employee is bumped into a position.
- (2) In the event that there is no Employee in the same position with less seniority than the displaced Employee, or in the event that there is no position within the same classification for which the displaced Employee is deemed qualified, the displaced Employee may bump the least senior Employee within the same level. Bumping will continue in reverse order within that level until the displaced Employee bumps into a position.
- (3) In the event that there is no Employee within the same level with less seniority than the displaced Employee, or in the event that there is no position within the same level for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee in the next lower level. Bumping will continue in reverse order within that level, then the next, etc., until the displaced Employee bumps into a position.

If the displaced Employee is deemed not qualified to take the position of the least senior Employee in their same group at the next lower level, the displaced Employee shall continue to bump in reverse order of seniority within the same group and then within the same level. The process shall continue until the Employee's options are exhausted.

- (4) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.
  - (5) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
  - (6) Any employee who is to be laid off will be given at least ten (10) business days written notice of layoff.
  - (7) In the event that there is no Employee in the same position with less seniority than the displaced Employee, or in the event that there is no position within the same position for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee within their group at the next lower level.
  - (8) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.
  - (9) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
- f. An Employee who has been bumped becomes an Employee scheduled for layoff and follows the same bumping process described in 2(e) above.

B. **Seniority:**

Seniority shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.

Seniority shall be pro-rated for Employees working less than full-time. Full-time shall be defined as in Article XII, C.

C. **Recall:**

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

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

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

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

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

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

3. The Employee being recalled shall have ten (10) business days from the date of delivery of the recall notice to notify the District of his/her intention to return. Failure to respond to the recall notice within the time limit shall result in termination of his/her employment.
4. The District shall notify the Association of all recalls.
5. For the duration of this Agreement, the District shall not enter into any performance contract and/or sub-contract services which will result in a reduction of current positions.

## ARTICLE XVI

### LEAVES OF ABSENCE

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

B. **Leaves of Absence Without Pay:**

1. **Leaves without employment restrictions --**

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

a. *Illness/Health/Medical Leave:*

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

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

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

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

b. *Child Care Leave:*

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

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

(a) An Employee beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next work year.

(b) An Employee beginning a Child Care Leave on or after January 1, but before July 1, shall receive the balance of that work year in addition to the following work year.

- (2) Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by April 1, of the year the leave expires, of their intention to return.

The notice of intention to return is the responsibility of the individual. In the event such notice is not received, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.

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

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

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

- (4) Upon request to return to work, the Employee will be reinstated in the same, or equivalent, position for which he/she is qualified, provided there is a position available.
- (5) Upon return from a Child Care Leave without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
- (6) An Employee who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medical certification, if necessary, by his/her attending and/or the District physician.

c. *Family Medical Leave:*

- (1) Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of experience and who works over 1250 hours per year shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
  - (a) Birth, adoption, or foster care placement on an employee's child;
  - (b) Serious health condition of an employee's spouse, child, or parent;
  - (c) The employee's own serious health condition.
- (2) Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.

- (3) The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- (4) The employee shall first use accrued paid leave pursuant to the terms of Article XVII. The remainder of any leave time will be unpaid.
- (5) The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- (6) Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

d. ***Military Leave:***

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

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

2. **Leaves with employment restrictions --**

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

a. ***Personal Leave:***

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

b. ***Public Office Leave:***

As provided by applicable State or Federal legislation and/or regulation, up to four (4) years to any Employee for the purpose of holding public office. The leave shall commence upon the Employee assuming his/her elected office.

c. *Voluntary Layoff Leave:*

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

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

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

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

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

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

- (b) If an Employee on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a leave of absence without pay, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.
- (c) A Voluntary Layoff Leave will be granted for only one (1) work year.

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

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

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

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

C. **Extension Of Leave Of Absence Without Pay:**

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

D. **Return from Leave Of Absence Without Pay:**

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

1. Upon return from a leave of absence without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
2. An Employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified (*see Article XX, Section A, 6*), providing a position is available.

E. While on an unpaid leave of absence, an Employee shall not enter similar employment.

F. Failure to return from leave or file a request for leave extension shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

## ARTICLE XVII

### TERMINATION OF EMPLOYMENT OR RESIGNATION

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

## ARTICLE XVIII

### NEW AND/OR REVISED POSITIONS

- A. The District shall notify the Association, in writing, when a *new* position is to be established or revised duties and/or responsibilities are required for an existing position.

If the District determines that the Classification or hours for an existing position should be revised, the current employee holding that position will have the first option to remain in the revised position

If the employee decides not to remain in the revised position, the position will then be considered vacant and the provisions of Article XX shall be followed.

- B. The District may designate the Classification (*Appendix A*) and hourly wage rate for the newly established and/or *revised* position and notify the Association in writing of its decision.

- C. In the event the parties cannot mutually agree to a Classification and/or Hourly Wage Rate Schedule (*Appendix B*) placement, into an existing Classification level (*Appendix A*), the District shall designate it as temporary and notify the Association in writing of this action.

- D. The *new* position(s) shall be considered temporary for a period of thirty (30) calendar days following the date of the written notification to the Association. During this thirty (30) calendar day period, the Association may request in writing that the District negotiate the Classification level and hourly wage rate.

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

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

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

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

## ARTICLE XIX

### DISCIPLINE AND DISCHARGE OF PERMANENT EMPLOYEES

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

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

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

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

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

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

## ARTICLE XX

### ASSIGNMENTS, VACANCIES, PROMOTIONS, AND TRANSFERS

#### A. Beginning of Work Year Assignments:

In June, prior to the end of the work year, the District will hold a Bid Meeting where Employees will select their assignments for the next work year.

Employees shall be given at least ten (10) working days written notice of the Bid Meeting. All Employees who expect to return at the beginning of the next work year are expected to attend the Meeting.

#### B. Vacancy:

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

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

The Association will be notified in writing of all vacancies.

By mutual agreement of the parties, a Bid Meeting may be held. This meeting shall supersede the Notice of Vacancy.

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

The Association shall be notified by US mail.

4. Interested Employees may apply for a posted vacancy, in writing, to the Superintendent, or designee, within the six (6) day posting period or may bid on a vacancy at a Bid Meeting .
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District.  
An Employee with less service in the District, as defined in *Article XIV, Section A*, shall not be awarded the position, unless that Employee's qualifications are substantially superior to the qualifications of the competing Employees(s) with greater service.

A vacancy at the Manager level(s) shall be filled on the basis of experience, competence, and qualifications. If all else is equal, seniority shall determine who is awarded the position.

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

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

C. **Promotion:**

1. A *promotion* shall be defined as permanent change in the Classification (*Appendix A*) level and the hourly wage rate (*Appendix B*).
2. An Employee, whose promotional experience and/or performance of forty-five (45) days or less is unsatisfactory to either the District and/or the Employee, will be returned to his/her former assignment.
3. A hourly wage rate (*Appendix B*) change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the duties of the new position.

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

D. **Transfer:**

1. **Voluntary --**

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

2. **Involuntary --**

- a. An *involuntary transfer* is defined as the transfer of an Employee from one (1) assignment to another without the approval and over the expressed objection of the Employee.

- b. The Association and District agree that transfers of Employees from one (1) assignment to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer an Employee to another assignment in order to continue to serve the educational needs of the children of the District.
  - c. All involuntary transfers will be discussed by the Superintendent, or his/her designee, and the Employee.
  - d. An involuntarily transferred Employee shall be given at least five (5) work days written notice.
  - e. The District shall notify the Association of all involuntary transfers.
3. **Other --**

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

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

# ARTICLE XXI

## WORK SCHEDULE

### A. Work Day:

1. The Director of Food Service shall determine the length of the Employee's normal workday. The normal workday, as determined by the Classification (*see Appendix A*), shall consist of the following:

HS Nutrition Coordinator	6.0-8.0 hours
MS Manager	6.0-8.0 hours
NM Unit Leader	6 - 7.0 hours
Head Cook	5.5 - 7.5 hours
Elementary Cook	5.5 - 7.0 hours
Food Service Assistant I	4.0 - 7.5 hours
Food Service Assistant II	1.5 - 3.75 hours

2. There will be variations in the normal daily hours of work, depending upon a variety of factors related to the District's food service program.

The District will attempt to maintain an Employee's current hours of work; however, if, during the life of this Agreement, it becomes necessary, in the opinion of the Board of Education, to alter the Employees' hours of work, the Superintendent, or designee, shall notify the Association.

An Employee(s), whose hours of work is to be altered, shall be notified in writing ten (10) work days before the change becomes effective

3. Within two weeks of the beginning of each school year, the Director of Food Service shall provide to the President of the Association the daily hours of work, as well as the starting and ending times of each Employee's assignment.
4. Except as required by an individual work site's food service program, the Employee will work during the instructional day.
5. An Employee whose normal daily hours of work consists of four (4.0) hours or more shall be entitled to the following:
  - a. Five (5.0) hours or more: A fifteen (15) minute paid, duty-free lunch period and one (1) ten (10) minute paid, duty-free break period

- b. Four (4.0) through four and nine-tenths hours: A twenty (20) minute paid, duty-free lunch period.
6. An Employee whose normal daily hours of work consists of less than four (4) hours is entitled to a non-paid, duty-free lunch period.

When the Director of Food Service establishes a work schedule, in writing, for a less than four (4) hour Employee that includes a fifteen (15) minute break period, the individual may elect to eat lunch during that time and will be not paid for that time. If the Employee decides not to eat lunch, he/she shall be paid for the fifteen (15) minutes and the Director of Food Service may assign duties during that time.

7. An Employee shall not be permitted to combine the paid, duty-free break and lunch periods.

The paid, duty-free lunch or break periods shall not be taken at the start or end of the Employee's normal daily hours of work.

8. The Director of Food Service shall designate the time of the paid, lunch and break periods.
9. The paid, duty-free lunch and break periods are not cumulative. The time is to be used on a daily basis and shall not be used to provide the Employee with the privilege of arriving after the designated start, or leaving before the designated end, of his/her workday.

**B. Work Week:**

1. During the school year, all Employees shall work Monday through Friday.
2. An Employee who is assigned to a work site that is not scheduled to serve lunch to students, may, at his/her discretion, be assigned, as needed, to substitute at another work site.

The Employee will receive the hourly wage rate for the individual he/she is replacing.

3. All Employees shall work on the designated *cleaning days*.
- a. Employees will not be permitted to use a personal leave day (s) and/or unpaid absence time on designated *cleaning days*.
  - b. Employees will not be permitted to use a personal leave allowance (*sick*) day (s) on the designated *cleaning days*, except with medical verification or in the event of a continuing illness.

C. **Work Year:**

The scheduled work year may consist of up to one hundred eighty-two (182) workdays, based on the teacher work year, excluding paid holidays (*see Article XXII*).

The work year will be as follows:

*August 24, 2005 through June 15, 2006*

*August 23, 2006 through June 14, 2007*

*August 22, 2007 through June 12, 2008*

D. **Overtime:**

1. Overtime, that was authorized, in writing, by the Director of Food Service and approved by the Superintendent, or his/her designee, shall be paid at time and a half (1.5) for all hours worked in excess of eight (8) hours during the normal workday.
2. When an Employee is scheduled to work on a Sunday and/or a holiday, he/she shall be paid twice (2) his/her hourly wage rate.

E. **Additional Time--Use of Food Service Facilities:**

1. When a Food Service facility is used, the Director of Food Service will assign an Employee to work during the time the facility is being utilized. Exceptions may be made upon the mutual agreement of the Association and the Director of Food Service.
2. The assignment will be posted, utilizing the latest technology, for a period of three (3) workdays.
3. The assignment shall be awarded to the most-senior, eligible applicant. However, if no Employee applies for the assignment, the Director of Food Service shall assign the least-senior, qualified Employee(s) to job. For a special event, specific to a particular elementary building, the Director of Food Service may assign staff (without regard to seniority) to that building event.
4. An Employee, who is assigned additional time due to the use of a Food Service facility, will be paid as follows:
  - a. District-sponsored/funded activity: His/Her hourly wage rate, subject to the overtime provision (*see Section D above*) of this Agreement.
  - b. Non-District-sponsored activity: One and one-half (1.5) time his/her hourly wage rate. However, if the activity is scheduled on a Sunday or a holiday, the Employee shall receive twice (2) his/her hourly wage rate.
5. When an activity is scheduled for Mother's Day, the assignment will be posted; however, if no Employee applies for the assignment, the District may employ an individual(s) outside of the bargaining unit to perform the work.

F. **Move-Up Assignment/List (Due to Employee Absence):**

1. At the beginning of the work year, the Director of Food Service will ask Employees to volunteer to temporarily assume, within that employee's assigned kitchen, the duties of an absent Employee in a higher Classification.
2. Employees, who are interested in earning additional hours of work due to another Employee's absence, shall notify the Director of Food Service, in writing, of their willingness to do so.
3. Assignments from the Move-Up List will be made in seniority order by Central Kitchen (High School, Middle School, Novi Meadows).
4. Should there not be a sufficient number of Employees willing to volunteer for the Move-Up List, the District shall have the right to place a substitute employee in the position created by an Employee's absence or assign other Employees, starting with the most senior Employee in the next lower Classification to assume positions in the higher Classification.
5. After two (2) days in an assignment(s), due to an absence, the Employee shall be paid the same hourly wage rate the individual would have received if he/she had been permanently assigned to the position of the absent Employee's(s') Classification(s). The change in the hourly wage rate shall be retroactive to the first day the Employee assumed the temporary assignment(s) due to an absence.
6. An Employee who assumes the duties of another Employee who is assigned to extended jury duty service, shall be paid at the higher hourly wage rate for each day he/she replaces the individual providing jury duty service.

G. **Summer Food Service Program:**

1. Assignments to a District summer Food Service program will be made available to Employees who have notified the Director of Food Service, in writing, of their availability for a summer Food Service program assignment.
2. Employees will be selected for a District summer Food Service program based on
  - a. demonstrated ability,
  - b. past performance, and
  - c. seniority.

If two (2), or more, Employees meet the above criteria, the most senior Employee(s) shall be awarded the assignment.

3. Employees assigned to a District summer Food Service program will be paid at the hourly wage rate designated by the District. However, the Association may demand to negotiate the hourly wage rate.

If the hourly wage rate question cannot be resolved by the District and the Association, the matter shall be subject to the Grievance Procedure.

4. The hourly wage rate is the only matter related to a District summer Food Service program that is subject to the provisions of this Agreement.

## ARTICLE XXII

### HOLIDAYS

- A. All Employees shall be entitled to the following paid holidays if they fall within their normal work year:

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

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

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

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

- C. If students are required to be in attendance on any other above paid holidays, an exception shall be made. No day, or partial day, of student attendance shall be considered a holiday.
- D. A personal leave (*Business*) day may not be used on the scheduled workday(s) before and/or after a holiday.
- E. In order to be paid for the holiday, an Employee must work the first scheduled workday before and after the holiday or have an excused documented illness for either day.

## ARTICLE XXIII

### EXPENSE REIMBURSEMENT

A. **Clothing (Uniform) Expense Reimbursement:**

Annually, the District, at a vendor of its choice, will provide the Employee with a two hundred dollars (\$200) credit line account. The two hundred dollar (\$200) credit line account will only be used for the purchase of designated uniform item(s), *e.g.*, aprons, slacks, polos, shoes. The Employee shall wear the uniform as provided for in the Food Service Guide.

B. **Conference or Convention Expense Reimbursement:**

A request to attend a food service related conference or a convention, will be submitted to the Director of Food Service.

Upon approval by the Superintendent, or his/her designee, the Employee will be reimbursed for documented conference or convention expenses. The reimbursement for incurred expenses will be limited to registration fee(s); lodging; food; mileage; and lost wages, if appropriate.

C. **Out-of-District Training Session Expense Reimbursement:**

At the discretion of the District, an Employee who participates in an out-of-District training session(s) that is related to the food service program, may be reimbursed for documented expenses.

The reimbursement of expenses will only be provided if the Employee's participation was approved by the Superintendent, or his/her designee.

Whenever an Employee is directed to participate in a food service related training session(s), the District will pay all costs.

## ARTICLE XXIV

### COMPENSATION

- A. The classifications and wages of food service personnel covered by this Agreement are set forth in *Appendices A and B*. *Appendix B* shall remain in effect during the term of this Agreement.

For the 2005-2006 contract year, the 2004-2005 Salary Schedule (2004-2005 Appendix B) shall be increased by two percent (2%).

For the 2006-2007 contract year, the 2005-2006 Hourly Wage Rate Schedule #2 (Appendix B-1) shall be increased by two percent (2%).

For the 2007-2008 school year, there shall be a wage re-opener.

All employees will be paid through Direct Deposit.

- B. The hourly rates shown on the Hourly Wage Rate Schedule (*Appendix B*) are based on permanent employment in the specified position(s).

C. **Appendix B Placement:**

1. A new Employee without experience shall be placed on Step 1 of the Hourly Wage Rate Schedule (*Appendix B*).
  2. A new Employee will be placed on Step 2 or Step 3 of the Hourly Wage Rate Schedule (*Appendix B*) if his/her previous work experience is directly related to the job Classification (*Appendix A*). Placement on the Hourly Wage Rate Schedule (*Appendix B*) shall be determined by the Superintendent, or his/her designee.
  3. An Employee will advance a step on the Hourly Wage Rate Schedule (*Appendix B*) on the anniversary date of his/her employment in a bargaining unit position. An employee will move up a step on the Hourly Wage Rate Schedule once they have worked one year. Credit will not be given for time in an unpaid status.
- D. Before the first payday of the *new* work year all Employees shall be given an opportunity to indicate whether they wish to be paid on a twenty-six (26) pay or twenty-two (22) pay schedule throughout the year. No changes may be made in the method of payment except in cases of emergency.

E. **Longevity:**

1. The hourly wage rate of all Employees who were employed on or before June 30, 1996, shall be increased as follows:
  - a. an additional three percent (3%) of the Employee's base hourly wage rate at the beginning of the tenth (10) year through the end of the fourteenth (14) year; or
  - b. an additional six percent (6%) of the Employee's base hourly wage rate at the beginning of the fifteenth (15) year through the end of the nineteenth (19) year; or

- c. an additional nine percent (9%) of the Employee's base hourly wage rate at the beginning of the twentieth (20) year and continuing each employment year thereafter.
2. Longevity eligibility shall be based on the Employee's anniversary date of employment in the bargaining unit.
3. Individuals who are employed on or after July 1, 1996, shall not be eligible for longevity payments.

F. **Unused Paid (Sick) Leave Allowance Days Compensation:**

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

1. An Employee with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated paid (*sick*) leave allowance days.
2. To receive compensation, the Employee may not use more than seven (7) days per year of his/her accumulated paid (*sick*) leave allowance days during eight (8) of the ten (10) years preceding the severance of employment.
3. At the time of severance, an Employee with an accumulation of 132 through 147 paid (*sick*) leave allowance days will be compensated for thirty (30) of the days at a rate of \$20 per day; or

At the time of severance, an Employee with an accumulation of 116 through 131 paid (*sick*) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$15 per day; or

At the time of severance, an Employee with an accumulation of 100 through 115 paid (*sick*) leave allowance days will be compensated for twenty (20) of the days at a rate of \$10 per day.

## ARTICLE XXV

### INSURANCE PROTECTION

#### A. Health Care Insurance:

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

1. Employees may choose one (1) of the following two (2) plans:

- a. **PLAN I:** Full hospitalization and major medical protection for the Employee and his/her family shall be under Blue Cross Blue Shield Community Blue #1 PPO which will be effective December 1, 2005.
- b. **PLAN II:** Based on the number of bargaining unit members selecting Plan II, the following monthly sum will be paid in cash as designated by the Employee:

1- 5 Employees:	\$65 each, per month
6-10 Employees:	\$75 each, per month
11, and above, Employees:	\$85 each, per month

2. The Employee and the District will share the cost of health care insurance premiums on the following basis:

30 - 40.00 hour Employees:	Provided without cost to the Employee.
20.0 - 29.75 hour Employees:	The District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).
less than 20 hour Employees:	The District will contribute thirty percent (30%); the Employee will contribute seventy percent (70%).

The Employee's contribution shall be through Payroll deduction.

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

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

B. **Dental Care Insurance:**

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

1. **Basic Dentistry --**

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

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

2. **Major Dentistry --**

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

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

Single;  
Two Person; or  
Full Family

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

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

20 - 29.75 hour Employees:                the District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).

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

The Employee's contribution shall be through Payroll deduction.

6. For employees who qualify for 100% dental coverage, the District will provide a cash-in-lieu of dental coverage of \$75 for single, \$150 for two-person, or \$225 for full family.

C. **Vision Care Insurance:**

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

Examination	80% of <b>R</b> and <b>C</b> ; once every 12 months
Regular Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Bifocal Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Trifocal Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Lenticular Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Frames	80% of <b>R</b> and <b>C</b> ; once every 12 months
Contact Lenses	80% of <b>R</b> and <b>C</b> ; following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye except by their use.

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

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

D. **Group Term Life Insurance:**

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

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

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

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

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

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

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

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

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

- I. During the month of October, the District will make available, at each work location, the forms necessary to change and/or add insurance coverage(s). Changes selected will be effective as of January 1.

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

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

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

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

- L. In addition to the above noted insurance, the Board may, at its option, offer other insurance options and reimbursement accounts through an IRS Section 125 Plan

## ARTICLE XXVI

### NEGOTIATION PROCEDURES

- A. On or before April 1, 2008, at the request of either party, collective bargaining will be undertaken for a successor Agreement.
  
- B. The parties bargaining representation will be selected and governed by the Public Employees Relations Act (*PERA*). No Agreement shall be executed as final without ratification by the Association and the Board of Education.
  
- C. If the parties fail to reach an agreement on a successor Agreement, the parties will seek the assistance of the Michigan Employment Relations Commission (*MERC*).
  
- D. There shall be three (3) signed original copies of the ratified Agreement (*[1] for the Association; [1] for the Board; and [1] for the Superintendent, or his/her designee*).
  
- E. Copies of this Agreement titled Agreement between the Novi Community School District and the Novi Food Service Employees Association, MEA/NFSEA, shall be provided by CD, e-mail or hard copy at the expense of the District within thirty (30) days after the Agreement is signed and presented to all current Employees, individuals hereafter employed, or individuals considered for employment, by the District.

Further the District shall furnish five (5) copies of this Agreement to the Association for its use.

## **ARTICLE XXVII**

### **NO STRIKE**

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

## ARTICLE XXVIII

### MISCELLANEOUS PROVISIONS

- A. Representatives of the District and the Association will meet, as necessary, for the purpose of reviewing and attempting to resolve problems that may arise out of the administration of this Agreement. The meetings may be requested by either party.
- B. An individual contract between the District and an Employee shall not be inconsistent with the provisions of this Agreement.
- C. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
- D. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
- E. Consistent with available finances and resources, the District agrees to keep the work locations reasonably equipped and maintained.
- F. Copies of all current Food Service job descriptions shall be on file in each Central Kitchen.

**ARTICLE XXIX**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until the end of the day on June 30, 2008.

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

Dated this first (1) day of July, 2005.

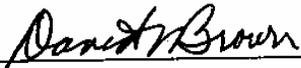
**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION**

By:   
Lynn Kachalla, President

By:   
Kim Edwards, Executive Director

**NOVI COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

By:   
Bruce Bagdady, President

By:   
David Brown, Secretary

**MEMBERS OF THE BOARD OF EDUCATION**

Julia Abrams                      David Brown  
Danford Austin                  Carol Elfring  
Bruce Bagdady                   Ann Glubzinski  
George Kortlandt

**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION BARGAINING  
TEAM MEMBERS**

Lynn Kachalla  
Kristin Ridal  
Kim Edwards

**NOVI COMMUNITY SCHOOLS  
BARGAINING TEAM MEMBERS**

JoAnn Clements  
James Koster  
Robert Schram  
Gail Credit

# APPENDIX A

## FOOD SERVICE CLASSIFICATIONS *(For Compensation Purposes)*

### Level A-1

*High School Nutrition Coordinator*

### Level A

*Middle School Manager*

### Level B

*Novi Meadows Unit Leader*

### Level C

*Head Cook*

### Level D

*Elementary Cook*  
*High School Head Cashier*

### Level E

*Food Service Assistant I*

### Level F

*Food Service Assistant II*

## APPENDIX A-1

### CLASSIFICATIONS (For Layoff/Bumping Purposes)

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

<b><u>Level A-1</u></b> (8.00 hours per day)	High School Nutrition Coordinator
<b><u>Level A</u></b> (8.00 hours per day)	Manager, Middle School
<b><u>Level B</u></b> (6.00-7.00 hours per day)	Novi Meadows Unit Leader
<b><u>Level C</u></b> (5.50-7.50 hours per day)	Head Cook
<b><u>Level D</u></b> (5.50-7.00 hours per day)	Elementary Cook High School Head Cashier
<b><u>Level E-1</u></b> (5.75-7.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level E-2</u></b> (5.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level E-3</u></b> (less than 5.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level F-1</u></b> (over 3.75 hours per day)	Food Service Assistant <i>II</i>
<b><u>Level F-2</u></b> (3.75 hours per day)	Food Service Assistant <i>II</i>
<b><u>Level F-3</u></b> (less than 3.75 hours per day)	Food Service Assistant <i>II</i>

## APPENDIX B-1

### NFSEA HOURLY WAGE RATE SCHEDULE

#### 2005-2006

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$16.15	\$16.72	\$17.31	\$17.91	\$18.55	\$19.23
A	\$14.15	\$14.72	\$15.31	\$15.91	\$16.55	\$17.23
B	\$12.83	\$13.34	\$13.88	\$14.43	\$15.01	\$15.62
C	\$11.95	\$12.43	\$12.92	\$13.44	\$13.97	\$14.55
D	\$11.28	\$11.74	\$12.21	\$12.70	\$13.21	\$13.74
E	\$10.84	\$11.28	\$11.74	\$12.21	\$12.69	\$13.21
F	\$10.63	\$11.05	\$11.51	\$11.96	\$12.43	\$12.93

#### 2006-2007

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$16.47	\$17.05	\$17.66	\$18.27	\$18.92	\$19.60
A	\$14.43	\$15.01	\$15.62	\$16.23	\$16.88	\$17.57
B	\$13.09	\$13.61	\$14.16	\$14.72	\$15.31	\$15.93
C	\$12.19	\$12.68	\$13.18	\$13.71	\$14.25	\$14.84
D	\$11.51	\$11.97	\$12.45	\$12.95	\$13.47	\$14.01
E	\$11.06	\$11.51	\$11.97	\$12.45	\$12.94	\$13.47
F	\$10.84	\$11.27	\$11.74	\$12.20	\$12.68	\$13.19

#### 2007-2008

*There will be a wage re-opener for the 2007-2008 school year.*

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

Grievance # \_\_\_\_\_

Contract Year \_\_\_\_\_ - \_\_\_\_\_

*Distribution of Forms:*

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

**NAME OF GRIEVANT:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Work Location:** \_\_\_\_\_

**LEVEL ONE:**

**Statement of Grievance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relevant Agreement (Contract) Provision(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_

**Relief Sought:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Date of Level One Decision:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEVEL TWO:**

Date Written Grievance Filed With Immediate Administrative Supervisor: \_\_\_\_\_

Disposition of Immediate Administrative Supervisor: \_\_\_\_\_

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

Signature Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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

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

**LEVEL THREE:**

Date Written Grievance Filed With Superintendent or Designee: \_\_\_\_\_

Disposition of Superintendent or Designee: \_\_\_\_\_

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

Signature of Superintendent /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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

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

**LEVEL FOUR:**

Date Written Grievance Filed With Board of Education: \_\_\_\_\_

Disposition of Board of Education: \_\_\_\_\_

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

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

Position of Association: \_\_\_\_\_

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

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

**LEVEL FIVE:**

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

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

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

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

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## LETTER(S) OF UNDERSTANDING

### . Clarification of Health Care and Dental Care Insurance Coverage Eligibility

During the 1999 negotiations daily hours of employment for purpose of health care and dental care insurance premium sharing were adjusted from daily hours to weekly hours. At that time a number of employees were grandpersoned at their current health care and dental care premium cost sharing percentages. These employees would maintain their current level of insurance cost sharing so long as they did not voluntarily reduce their daily hours of work.

As of July 1, 2005 all employees, except one, grandpersoned in 1999, have either left the bargaining unit or have increased their hours to qualify for fully paid benefits.

The only employee currently grandpersoned is Gayle Toloff. Gayle shall remain at the level of 100% dental and 60% health care so long as she does not voluntarily reduce her daily hours below five (5) hours.

During 2005 negotiations, full-time for purposes of full health and dental care was defined as six (6) hours per day. Terri Kasik (currently 5.75 hours) shall be grandpersoned at 100% dental and 100% health care coverage as long as she does not voluntarily reduce her daily/weekly work hours.

### Implementation of New and/or Significantly Changed Programs

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

### Site-Based Committees

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

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

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**THE MATERIAL ON THE FOLLOWING PAGES IS PROVIDED FOR INFORMATIONAL PURPOSES.**

**THE TEACHERS' WORK CALENDAR IS NOT SUBJECT TO NEGOTIATIONS BY THE NOVI FOOD SERVICE EMPLOYEES ASSOCIATION.**

## 2005-2006 SCHOOL YEAR

Wednesday	August 24	All Staff report/Professional Development
Thursday	August 25	Workday (no students)
Friday	August 26	Professional Development (no students)
Monday	August 29	Start of school for students
Friday	September 2	Labor Day recess - no school
Tuesday	September 6	Classes resume
Friday	September 30	Professional Development Day (no students)
Friday	November 11	Professional Development Day (no students)
Wednesday	November 23	½ day Professional Development ½ day Comp Day (no students)
Monday	November 28	Classes resume
Thursday	December 22	Winter Break begins
Tuesday	January 3	Classes resume
Monday	January 16	Martin Luther King Day (no teachers/students)
Friday	January 20	Records Day - no students
Friday	February 17	Professional Development Day (no students)
Monday	February 20	Mid-Winter Break begins
Monday	February 27	Classes resume
Thursday	March 24	K-6 Records Day, 7-12 Professional Development Day (no students)
Thursday	April 13	½ day Professional Development ½ day Comp Day (no students)
Friday	April 14	Spring break begins
Monday	April 24	Classes resume
Friday	May 26	Professional Development Day (no students)
Monday	May 29	Memorial Day - no classes
Thursday	June 15	Students last full day
Friday	June 16	Record Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

# 2005-2006 CALENDAR

<u>2005</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2006</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>					1		<b>Jan.</b>	<b>2]</b>	3	4	5	6
	4	5	6	7	8			9	10	11	12	13
	11	12	13	14	15			<b>[16]</b>	17	18	19	<b>{20}</b>
0 TCHR.	18	19	20	21	22		20 TCHR.	23	24	25	26	27
0 STUD.	25	26	27	28	29		19 STUD.	30	31			
<b>Aug.</b>	1	2	3	4	5		<b>Feb. ♦</b>			1	2	3
	8	9	10	11	12			6	7	8	9	10
	15	16	17	18	19			13	14	15	16	<b>(17)</b>
6 TCHR.	22	23	<b>(24)</b>	<b>25*</b>	<b>(26)</b>		15 TCHR	<b>[20]</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24]</b>
3 STUD.	29	30	31				14 STUD	27	28			
<b>Sept.</b>				1	<b>[2]</b>		<b>March ♦</b>			1	2	3
	<b>[5]</b>	6	7	8	9			6	7	8	9	10
	12	13	14	15	16			13	14	15	16	17
20 TCHR.	19	20	21	22	23		23 TCHR.	20	21	22	23	<b>24•</b>
19 STUD.	26	27	28	29	<b>(30)</b>		22 STUD.	27	28	29	30	31
<b>Oct.</b>	3	4	5	6	7		<b>April ♦</b>	3	4	5	6	7
	10	11	12	13	14			10	11	12	<b>13+</b>	<b>[14]</b>
	17	18	19	20	21			<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21]</b>
21 TCHR.	24	25	26	27	28		14 TCHR.	24	25	26	27	28
21 STUD.	31						13 STUD.					
<b>Nov.</b>							<b>May</b>	1	2	3	4	5
		1	2	3	4			8	9	10	11	12
	7	8	9	10	<b>(11)</b>			15	16	17	18	19
20 TCHR.	14	15	16	17	18		22 TCHR.	22	23	24	25	<b>(26)</b>
18 STUD.	21	22	<b>23+</b>	<b>[24</b>	<b>25]</b>	21 STUD.		<b>[29]</b>	30	31		
	28	29	30									
<b>Dec.</b>				1	2		<b>June</b>				1	2
	5	6	7	8	9			5	6	7	8	9
	12	13	14	15	16			12	13	14	15	<b>{16}</b>
15 TCHR.	19	20	21	<b>[22</b>	<b>23</b>		12 TCHR.	19	20	21	22	23
15 STUD.	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		11 STUD.	26	27	28	29	30

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- K-6 Records Day, 7-12 Professional Development Day (no students)
- + Prof. Development Day am/Teacher Compensatory Time pm

## 2006-2007 SCHOOL YEAR

Wednesday	August 23	All Staff report/Professional Development
Thursday	August 24	Workday (no students)
Friday	August 25	Professional Development (no students)
Monday	August 28	Start of school for students
Friday	September 1	Labor Day recess – no school
Tuesday	September 5	Classes resume
Friday	September 29	Professional Development Day (no students)
Friday	November 10	Professional Development Day (no students)
Wednesday	November 22	½ day Professional Development ½ day Comp Day (no students)
Monday	November 27	Classes resume
Friday	December 22	Winter Break begins
Wednesday	January 3	Classes resume
Monday	January 15	Martin Luther King Day (no teachers/students)
Friday	January 19	Records Day – no students
Friday	February 2	Professional Development Day (no students)
Monday	February 19	Mid-Winter Break begins
Monday	February 26	Classes resume
Friday	March 16	K-6 Records Day, 7-12 Professional Development Day (no students)
Thursday	April 5	½ day Professional Development ½ day Comp Day (no students)
Friday	April 6	Spring break begins
Monday	April 16	Classes resume
Friday	May 25	Professional Development Day (no students)
Monday	May 28	Memorial Day – no classes
Thursday	June 14	Students last full day
Friday	June 15	Records Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

## 2006-2007 CALENDAR

<u>2006</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2007</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>	3	4	5	6	7		<b>Jan.</b>	<b>1</b>	<b>2]</b>	3	4	5
	10	11	12	13	14			8	9	10	11	12
	17	18	19	20	21			<b>[15]</b>	16	17	18	<b>{19}</b>
0 TCHR.	24	25	26	27	28		20 TCHR.	22	23	24	25	26
0 STUD.	31						19 STUD.	29	30	31		
<b>Aug.</b>		1	2	3	4		<b>Feb.</b>				1	<b>(2)</b>
	7	8	9	10	11			5	6	7	8	9
	14	15	16	17	18			12	13	14	15	16
7 TCHR.	21	22	<b>(23)</b>	<b>24*</b>	<b>(25)</b>		15 TCHR	<b>[19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23]</b>
4 STUD.	28	29	30	31			14 STUD	26	27	28		
<b>Sept.</b>					<b>[1]</b>		<b>March</b>				1	2
	<b>[4]</b>	5	6	7	8			5	6	7	8	9
	11	12	13	14	15			12	13	14	15	<b>16•</b>
19 TCHR.	18	19	20	21	22		22 TCHR.	19	20	21	22	23
18 STUD.	25	26	27	28	<b>(29)</b>		21 STUD.	26	27	28	29	30
<b>Oct.</b>	2	3	4	5	6		<b>April</b>	2	3	4	<b>5+</b>	<b>[6</b>
	9	10	11	12	13			<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13]</b>
	16	17	18	19	20			19	20	21	22	23
22 TCHR.	23	24	25	26	27		15 TCHR.	23	24	25	26	27
22 STUD.	30	31					14 STUD.	30				
<b>Nov.</b>			1	2	3		<b>May</b>	1	2	3	4	5
	6	7	8	9	<b>(10)</b>			7	8	9	10	11
	13	14	15	16	17			14	15	16	17	18
20 TCHR.	20	21	<b>22+</b>	<b>[23</b>	<b>24]</b>		22 TCHR.	21	22	23	24	<b>(25)</b>
18 STUD.	27	28	29	30			21 STUD.	<b>[28]</b>	29	30	31	
<b>Dec.</b>					1		<b>June</b>					1
	4	5	6	7	8			4	5	6	7	8
	11	12	13	14	15			11	12	13	14	<b>{15}</b>
15 TCHR.	18	19	20	21	<b>[22</b>		11 TCHR.	18	19	20	21	22
15 STUD.	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>		10 STUD.	25	26	27	28	29

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- K-6 Records Day, 7-12 Professional Development Day (no students)
- + Prof. Development Day am/Teacher Compensatory Time pm

## 2007-2008 SCHOOL YEAR

Wednesday	August 22	All Staff report/Professional Development
Thursday	August 23	Workday (no students)
Friday	August 24	Professional Development (no students)
Monday	August 27	Start of school for students
Friday	August 31	Labor Day recess - no school
Tuesday	September 4	Classes resume
Friday	September 28	Professional Development Day (no students)
Friday	November 9	Professional Development Day (no students)
Wednesday	November 21	½ day Professional Development ½ day Comp Day (no students)
Monday	November 26	Classes resume
Monday	December 24	Winter Break begins
Thursday	January 3	Classes resume
Friday	January 18	Records Day - no students
Monday	January 21	Martin Luther King Day (no students)
Friday	February 15	K-6 Records Day, 7-12 Professional Development Day (no students) [may be rescheduled when K-6 Parent-Teacher Conference dates are determined]
Monday	February 18	Mid-Winter Break begins
Monday	February 25	Classes resume
Thursday	March 20	½ day Professional Development ½ day Comp Day (no students)
Friday	March 21	Spring break begins
Monday	March 31	Classes resume
Friday	April 18	Professional Development Day (no students)
Friday	May 23	Professional Development Day (no students)
Monday	May 26	Memorial Day - no classes
Thursday	June 12	Students last full day
Friday	June 13	Records Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

# 2007-2008 CALENDAR

<u>2007</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2008</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>	2	3	4	5	6		<b>Jan.</b>		<b>1</b>	<b>2]</b>	3	4
	9	10	11	12	13			7	8	9	10	11
	16	17	18	19	20			14	15	16	17	<b>{18}</b>
0 TCHR.	23	24	25	26	27		20 TCHR.	<b>[21]</b>	22	23	24	25
0 STUD.	30	31					19 STUD.	28	29	30	31	
 <b>Aug.</b>			1	2	3		 <b>Feb.</b>					1
	6	7	8	9	10			4	5	6	7	8
	13	14	15	16	17			11	12	13	14	<b>15•</b>
7 TCHR.	20	21	<b>(22)</b>	<b>23*</b>	<b>(24)</b>		16 TCHR	<b>[18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22]</b>
4 STUD.	27	28	29	30	<b>[31]</b>		15 STUD	25	26	27	28	29
 <b>Sept.</b>	<b>[3]</b>	4	5	6	7		 <b>March</b>	3	4	5	6	7
	10	11	12	13	14			10	11	12	13	14
19 TCHR.	17	18	19	20	21			17	18	19	<b>(20)</b>	<b>[21</b>
18 STUD.	24	25	26	27	<b>(28)</b>		15 TCHR.	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28]</b>
							14 STUD.	31				
 <b>Oct.</b>	1	2	3	4	5		 <b>April</b>		1	2	3	4
	8	9	10	11	12			7	8	9	10	11
	15	16	17	18	19			14	15	16	17	<b>(18)</b>
23 TCHR.	22	23	24	25	26		22 TCHR.	21	22	23	24	25
23 STUD.	29	30	31				21 STUD.	28	29	30		
 <b>Nov.</b>				1	2		 <b>May</b>				1	2
	5	6	7	8	<b>(9)</b>			5	6	7	8	9
	12	13	14	15	16			12	13	14	15	16
20 TCHR.	19	20	<b>21+</b>	<b>[22</b>	<b>23]</b>		21 TCHR.	19	20	21	22	<b>(23)</b>
18 STUD.	26	27	28	29	30		20 STUD.	<b>[26]</b>	27	28	29	30
 <b>Dec.</b>	3	4	5	6	7		 <b>June</b>	2	3	4	5	6
	10	11	12	13	14			9	10	11	12	<b>{13}</b>
	17	18	19	20	21			16	17	18	19	20
15 TCHR.	<b>[24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>		10 TCHR.	23	24	25	26	27
15 STUD.	<b>31</b>						9 STUD.	30				

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- + Prof. Development Day am/Teacher Compensatory Time pm
- K-6 Records Day, 7-12 Professional Development Day (may be rescheduled when K-6 Parent-Teacher Conferences are determined)

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# **AGREEMENT**

**BETWEEN**

**THE NOVI COMMUNITY SCHOOL DISTRICT**

**AND THE**

**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION**

**NFSEA**

**2005 - 2008**



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## PREFACE

This Agreement entered into this 1st day of July, 2005 by and between the Novi Community School District, hereinafter referred to as the *District*, the *Board*, or the *Employer*, and the Novi Food Service Employees Association, affiliated with the Michigan and National Education Associations, hereinafter referred to as the *Association*.

The signatories shall be the only parties to this Agreement.

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

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

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

## WITNESSETH

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

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

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

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

## ARTICLE I

### RECOGNITION

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

## ARTICLE II

### RIGHTS OF THE BOARD

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

## ARTICLE III

### ASSOCIATION RIGHTS

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

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

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

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

- D. The Association shall have the right to use Employee mailboxes for communications to Employees and to post notices of its activities on Employee bulletin boards provided the communications are official business of the Association, clearly stated and identified, and that they are placed on bulletin boards which are located in the Employees' lounges to avoid student involvement in Association affairs.
- E. Duly authorized representatives of the Association shall have the right to use District facilities and equipment including computers, duplication equipment, other office machines, telephones, and audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

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

- F. As soon as possible, but within thirty (30) work days following receipt of a written request, the Board shall make available to the Association, to the extent the material

is readily available and/or is reasonably obtainable, information, statistics and/or records relevant to the collective bargaining process and/or the enforcement of the terms of this Agreement.

- G. The Association shall have the right to receive a copy of the agenda before each regularly scheduled meeting of the Board of Education and to receive a copy of the minutes of each meeting.
  
- H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on District property *at all reasonable times*, provided that this shall not interfere with or interrupt the normal building operations.
  
- I. The rights granted to the Association shall not be granted or extended to any competing labor organization during the life of this Agreement.

## ARTICLE IV

### AGENCY SHOP

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

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

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

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

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

- D. In the event an Employee shall not pay the required amount as scheduled:
  - 1. The Association shall notify the Employee of non-compliance. The notice shall detail the non-compliance, provide ten (10) days for compliance and advise the Employee that a request for termination may be filed with the District in the event that compliance is not effected.
  - 2. If the Employee fails to comply, the Association may file charges, in writing, with the District and may request termination of the Employee's employment. A copy of the notice of non-compliance and proof of its delivery (*Certified Mail, Return Receipt Requested*) shall be attached to the charges.
  - 3. Upon receipt of the charges and request for termination, the District shall conduct a hearing.

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

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

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

- E. In the event that any claim is made, or any action is brought, against the Board in a Court of Law and/or before any administrative agency or tribunal because of the District's agreement to, or compliance with, this Article, the Association shall defend the claim or action, at its own expense and through its own legal counsel, provided that the District shall:
  1. promptly notify the Association of the claim or action, and
  2. fully cooperate with the Association and its counsel in securing and presenting evidence, obtaining witnesses and making relevant information available at the hearing or trial as well as at the appellate level.

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

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

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Definitions:

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

#### B. Purpose:

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

#### C. Procedure:

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

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

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

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

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

The Grievant may request Association representation.

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

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

- a. Within fourteen (14) days after the delivery of the immediate administrative supervisor's decision, the grievance may be appealed in writing to the Superintendent, or his/her designee.
- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.

- c. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

4. **Level Four --**

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

5. **Level Five --**

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

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

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

b. **Powers of the Arbitrator:**

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

- (1) He/She shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- (2) He/She shall have no power to establish wage scales.
- (3) He/She shall have no power to rule on any of the following:
  - (a) The termination of the services of or failure to re-employ any probationary Employee.
  - (b) Any matter involving Employee evaluation other than the procedure (see Article XIII).
- c. The fees and expenses of the arbitrator shall be shared equally by the parties.

D. **Time Limits:**

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

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

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

Time limits may be extended by written mutual agreement.

E. **Rights to Representation:**

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

F. **Miscellaneous:**

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

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

## ARTICLE VI

### EMPLOYEE RIGHTS

- A. Employees shall be entitled to the full rights of citizenship. No religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on in the work setting during the Employee's hours of work.
- B. The parties agree that they, nor any of their agents, shall not discriminate against any Employee on the basis of race, creed, color, national origin, gender, marital status, handicap, political activities, or membership or participation in the activities of the Association or any other employee organizations.
- C. Membership in the Association shall not be required as a condition of employment of any Employee with the District.
- D. Pursuant to the Michigan Public Employment Relations Act (*PERA*), the District hereby agrees that every Employee shall have the right to organize, to join and to support the Association for the purpose of collective bargaining.

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

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

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

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

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

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

- G. If an Employee is on duty on the District premises and a loss of, damage to, or destruction of clothing or personal property occurs as the result of an assault and/or battery incident, the District will reimburse him/her up to a maximum of \$100 per incident.

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

- H. If a complaint is filed or a suit is brought against an Employee, as a result of any reasonable action taken by him/her while in the course of his/her employment, the District will provide all of the necessary assistance to the Employee in presenting his/her defense.
- I. The District's administration and the Employees will comply with the Board's student medication policy regarding the administering of medication to students.

No Employee shall prescribe or recommend medication for students.

- J. An Employee who severs his/her employment shall be compensated for accumulated sick leave allowance (*see Article XXIV, Section F*), benefits. All other rights and privileges provided in this Agreement will become null and void.
- K. Deposit of District funds by Employees shall be during the regular work day. The Employee and the Director of Food Service shall mutually agree to the amount of time necessary to make the deposit, not to exceed fifteen (15) minutes per day when a deposit is made.

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

- L. Upon approval, Employees shall be reimbursed at the mileage rate allowed by the Internal Revenue Service. However, the reimbursement shall not apply for travel related to banking responsibilities noted in *Section K (above)*.
- M. When an Employee submits a written authorization, the District will make Payroll deductions for voluntary contributions. The voluntary contribution entities will be mutually determined by the District and the Association.
- N. Employees shall not be required to work in a facility deemed, by the appropriate authority, to be unsafe or hazardous or to perform tasks which endanger their health, safety or well-being.
- O. The District shall make every effort, consistent with the available facilities and resources, to maintain the work sites at a comfortable temperature and in a clean condition.

## ARTICLE VII

### EMPLOYEE'S PERSONNEL FILE

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

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

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

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

## **ARTICLE VIII**

### **EMPLOYEE HEALTH CERTIFICATION**

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

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

## ARTICLE IX

### ABSENCE POLICIES

#### A. Sick Leave Allowance:

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

The maximum accumulation of sick leave allowance shall be 147 days.

The annual sick leave allowance shall be prorated for any unpaid leave time, or resignation totaling one-half (1/2) or more of the work year.

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

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

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

In extenuating circumstances, additional days may be granted.

4. There shall be a limitation of three (3) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

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

#### B. Personal Business:

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

tivity that can be accomplished only during work hours. Personal business days may not be used for vacation times.

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

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

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

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

**C. Attendance Incentive:**

1. Employees shall, on a quarterly basis, receive an attendance incentive bonus based on the following criteria:
  - a. An Employee with perfect attendance, during the quarter, shall receive an attendance incentive bonus of sixty dollars (\$60) for the quarter.
  - b. An Employee with one (1) absence, during the quarter, shall receive an attendance incentive bonus of forty-dollars (\$40) for the quarter.
  - c. An Employee with two (2) absences, during the quarter, shall receive an attendance incentive bonus of twenty dollars (\$20) for the quarter.
  - d. The work year schedule (*thirds*) shall be as follows: mid-August through mid-November; mid-November through mid-March; and mid-March through end of June.
2. For the purpose of calculating the attendance incentive bonus, absences for the observance of religious holidays, death in the immediate family; and/or jury duty will be excluded. Additionally, all partial absences shall be cumulative for each period noted in *sub-section 1 (above)*.

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

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

D. **Worker's Compensation:**

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

E. **Legal Proceedings:**

1. **Jury Duty --**

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

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

2. **Employment Related --**

An Employee, who is called to testify before any judicial or administrative tribunal and/or arbitrator, mediation or fact-finding proceeding(s) during the normal workday, shall be compensated for the difference between his/her normal daily wage and payment received for the performance of the obligation.

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

F. Notification of an absence shall be made in a manner determined by the Administration.

G. When an Employee returns to work following an absence, the Employee shall complete and sign an *Employee Absence* form.

H. An Employee absent ten (10) or more consecutive work days because of illness, injury or physical disability shall, on his/her return but before resuming his/her duties, provide the Superintendent, or his/her designee, with a statement signed by a physician indicating the nature of the illness, injury or physical disability and a certification of fitness for the Employee to resume his/her normal duties.

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

I. An Employee, whose physical mobility and/or dexterity may be restricted causing hazardous conditions at the work site, shall not be permitted to return to work without the written permission of the Superintendent, or his/her designee.

The District may require the Employee to be examined by a physician of its choice, such examination shall be at the expense of the District, to determine his/her ability to perform the routine functions of the Employee's daily assignment(s).

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

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

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

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

- L. For purposes of the use of the Employee's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability.
- M. An unexcused absence immediately before or after a paid holiday, break/recess or vacation period shall result in a loss of pay.

## ARTICLE X

### SICK LEAVE BANK

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

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

## ARTICLE XI

### INCLEMENT WEATHER

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

## ARTICLE XII

### EMPLOYMENT STATUS

#### A. Probationary Status:

- a. A new Employee must serve a probationary period of sixty (60) work days per the Employee's work schedule.
- b. The District shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association.
- c. The District will evaluate, in writing, the performance of all probationary Employees after twenty (20) work days and at the end of the sixty (60) day probationary period.
- d. There shall be no seniority among probationary Employees.

#### B. Permanent Status:

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

#### C. Full-Time Status:

Full-time, for all purposes, excluding the *pro-ration* of insurance premiums, shall be defined as at least six (6) hours per day.

## ARTICLE XIII

### EMPLOYEE EVALUATION

- A. *Permanent Employees* shall be evaluated not less than once every two (2) years by the Director of Food Service (*where appropriate, input may be requested from the administrator(s) of the work site*).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Human Resources. The Employee should be given a copy of the form at the beginning of the work year in which he/she is to be evaluated.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The District has the right to require more frequent evaluations when an Employee's job performance has been designated as *Less Than Satisfactory*.

The Association will be notified of any Employee who is being evaluated due to a *Less Than Satisfactory* job performance designation.

- E. Should an Employee receive a *Less Than Satisfactory* designation, the evaluator shall provide, in writing, specific recommendation(s) for his/her improvement, stating the length of time the Employee has to provide evidence of the desired remediation.

## ARTICLE XIV

### SENIORITY

- A. *Seniority* shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.
- B. In the event that two (2) or more Employees have the same length of service in the District, the tie will be broken by a lottery.

The Employee with the lowest number of the last four (4) digits (*e.g.*, 4395, 3893, 2936) of his/her social security number shall be determined to be the most senior.

- C. The Board will keep a District employee data list, as well as a Classification seniority list up to date at all times and will make them available to the Association on or before September 30 and June 1 of each contractual year. Any changes in the lists will be mailed to the Association within one (1) week of the change
- D. The employee data list shall contain the following information:

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

The seniority list shall contain the following information:

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

- E. An Employee shall lose his/her seniority for the following reasons:
1. The Employee retires.
  2. The Employee resigns.
  3. The Employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
  4. The Employee is absent for five (5) consecutive work days without notifying the District, unless such absence is caused by circumstances beyond his/her control. (*Such absence will result in automatic discharge and the District will send written notification to the Employee, at his/her last known address, that his/her employment has been terminated and the Employee has lost his/her seniority.*)

5. The Employee does not return to work when recalled from layoff, as set forth in the Recall Procedure (*see Article XV*).
6. Failure to return from a leave of absence without a notification to the District, will be treated in the same manner as 4 above.

# ARTICLE XV

## LAYOFF AND RECALL

### A. Reduction in workforce:

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

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

When there are multiple positions within the same classification, the District shall first displace the least senior Employee in that classification.

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

To be deemed qualified to bump into a position, the displaced employee must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position by having taken and successfully passed, as determined by measurable criteria, an assessment administered by a representative of the District.

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

3. The process for a reduction in workforce shall be as follows:
  - a. The District will identify the position(s) to be eliminated.
  - b. The District will notify the Association in writing twenty five (25) workdays in advance of any reduction in workforce which will result in layoff.
  - c. The District's representative(s) will meet with the Association representative(s) to provide the reason(s) for the reduction in workforce and to discuss alternatives.
  - d. The Employee whose position will be affected by the reduction in workforce shall be given at least fifteen (15) workdays written notice of scheduled layoff.
  - e. An Employee who is displaced as a result of the reduction in workforce shall have the opportunity to bump according to the following process. If the displaced Employee chooses not to participate in the bumping process, he/she must notify the Executive Director of Human Resources in writing, within two (2) business days after receipt of displacement notice. In no case will the displaced Employee be allowed to bump an Employee with more seniority.

- (1) The displaced Employee shall first bump the least senior Employee within the same classification, if the displaced Employee is deemed qualified to fill that position. If the displaced Employee is deemed not qualified to take the position of the least senior Employee in the same classification, the displaced Employee may continue to bump in reverse order of seniority within the classification, until the displaced Employee is bumped into a position.
- (2) In the event that there is no Employee in the same position with less seniority than the displaced Employee, or in the event that there is no position within the same classification for which the displaced Employee is deemed qualified, the displaced Employee may bump the least senior Employee within the same level. Bumping will continue in reverse order within that level until the displaced Employee bumps into a position.
- (3) In the event that there is no Employee within the same level with less seniority than the displaced Employee, or in the event that there is no position within the same level for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee in the next lower level. Bumping will continue in reverse order within that level, then the next, etc., until the displaced Employee bumps into a position.

If the displaced Employee is deemed not qualified to take the position of the least senior Employee in their same group at the next lower level, the displaced Employee shall continue to bump in reverse order of seniority within the same group and then within the same level. The process shall continue until the Employee's options are exhausted.

- (4) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.
  - (5) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
  - (6) Any employee who is to be laid off will be given at least ten (10) business days written notice of layoff.
  - (7) In the event that there is no Employee in the same position with less seniority than the displaced Employee, or in the event that there is no position within the same position for which the displaced Employee is deemed qualified, the displaced Employee shall bump the least senior Employee within their group at the next lower level.
  - (8) In the event that the displaced Employee is unable to bump a less senior Employee in the same or a lower level, the displaced Employee will be laid off.
  - (9) If the displaced Employee refuses to bump another Employee, they will be considered to be on voluntary layoff leave.
- f. An Employee who has been bumped becomes an Employee scheduled for layoff and follows the same bumping process described in 2(e) above.

B. **Seniority:**

Seniority shall be defined as the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit.

Seniority shall be pro-rated for Employees working less than full-time. Full-time shall be defined as in Article XII, C.

C. **Recall:**

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

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

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

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

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

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

3. The Employee being recalled shall have ten (10) business days from the date of delivery of the recall notice to notify the District of his/her intention to return. Failure to respond to the recall notice within the time limit shall result in termination of his/her employment.
4. The District shall notify the Association of all recalls.
5. For the duration of this Agreement, the District shall not enter into any performance contract and/or sub-contract services which will result in a reduction of current positions.

## ARTICLE XVI

### LEAVES OF ABSENCE

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

B. **Leaves of Absence Without Pay:**

1. **Leaves without employment restrictions --**

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

a. *Illness/Health/Medical Leave:*

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

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

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

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

b. *Child Care Leave:*

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

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

(a) An Employee beginning a Child Care Leave on or after July 1, but prior to January 1, shall terminate the leave at the beginning of the next work year.

(b) An Employee beginning a Child Care Leave on or after January 1, but before July 1, shall receive the balance of that work year in addition to the following work year.

- (2) Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by April 1, of the year the leave expires, of their intention to return.

The notice of intention to return is the responsibility of the individual. In the event such notice is not received, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.

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

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

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

- (4) Upon request to return to work, the Employee will be reinstated in the same, or equivalent, position for which he/she is qualified, provided there is a position available.
- (5) Upon return from a Child Care Leave without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
- (6) An Employee who suffers a still-birth, miscarriage, or the death of any child for whom he/she received a Child Care Leave, may be returned to service after appropriate medical certification, if necessary, by his/her attending and/or the District physician.

c. *Family Medical Leave:*

- (1) Pursuant to the Family and Medical Leave Act as amended, an employee with more than one (1) year of experience and who works over 1250 hours per year shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
  - (a) Birth, adoption, or foster care placement on an employee's child;
  - (b) Serious health condition of an employee's spouse, child, or parent;
  - (c) The employee's own serious health condition.
- (2) Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.

- (3) The Board of Education will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- (4) The employee shall first use accrued paid leave pursuant to the terms of Article XVII. The remainder of any leave time will be unpaid.
- (5) The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- (6) Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

d. ***Military Leave:***

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

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

2. **Leaves with employment restrictions --**

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

a. ***Personal Leave:***

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

b. ***Public Office Leave:***

As provided by applicable State or Federal legislation and/or regulation, up to four (4) years to any Employee for the purpose of holding public office. The leave shall commence upon the Employee assuming his/her elected office.

c. *Voluntary Layoff Leave:*

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

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

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

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

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

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

- (b) If an Employee on a Voluntary Layoff Leave does not return to his/her former position, or requests to be placed on a leave of absence without pay, it will constitute the Employee's resignation and automatic termination of his/her employment with the District.
- (c) A Voluntary Layoff Leave will be granted for only one (1) work year.

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

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

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

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

C. **Extension Of Leave Of Absence Without Pay:**

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

D. **Return from Leave Of Absence Without Pay:**

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

1. Upon return from a leave of absence without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
2. An Employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified (*see Article XX, Section A, 6*), providing a position is available.

E. While on an unpaid leave of absence, an Employee shall not enter similar employment.

F. Failure to return from leave or file a request for leave extension shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

## ARTICLE XVII

### TERMINATION OF EMPLOYMENT OR RESIGNATION

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

## ARTICLE XVIII

### NEW AND/OR REVISED POSITIONS

- A. The District shall notify the Association, in writing, when a *new* position is to be established or revised duties and/or responsibilities are required for an existing position.

If the District determines that the Classification or hours for an existing position should be revised, the current employee holding that position will have the first option to remain in the revised position

If the employee decides not to remain in the revised position, the position will then be considered vacant and the provisions of Article XX shall be followed.

- B. The District may designate the Classification (*Appendix A*) and hourly wage rate for the newly established and/or *revised* position and notify the Association in writing of its decision.

- C. In the event the parties cannot mutually agree to a Classification and/or Hourly Wage Rate Schedule (*Appendix B*) placement, into an existing Classification level (*Appendix A*), the District shall designate it as temporary and notify the Association in writing of this action.

- D. The *new* position(s) shall be considered temporary for a period of thirty (30) calendar days following the date of the written notification to the Association. During this thirty (30) calendar day period, the Association may request in writing that the District negotiate the Classification level and hourly wage rate.

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

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

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

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

## ARTICLE XIX

### DISCIPLINE AND DISCHARGE OF PERMANENT EMPLOYEES

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

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

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

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

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

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

## ARTICLE XX

### ASSIGNMENTS, VACANCIES, PROMOTIONS, AND TRANSFERS

#### A. Beginning of Work Year Assignments:

In June, prior to the end of the work year, the District will hold a Bid Meeting where Employees will select their assignments for the next work year.

Employees shall be given at least ten (10) working days written notice of the Bid Meeting. All Employees who expect to return at the beginning of the next work year are expected to attend the Meeting.

#### B. Vacancy:

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

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

The Association will be notified in writing of all vacancies.

By mutual agreement of the parties, a Bid Meeting may be held. This meeting shall supersede the Notice of Vacancy.

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

The Association shall be notified by US mail.

4. Interested Employees may apply for a posted vacancy, in writing, to the Superintendent, or designee, within the six (6) day posting period or may bid on a vacancy at a Bid Meeting .
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District.  
An Employee with less service in the District, as defined in *Article XIV, Section A*, shall not be awarded the position, unless that Employee's qualifications are substantially superior to the qualifications of the competing Employees(s) with greater service.

A vacancy at the Manager level(s) shall be filled on the basis of experience, competence, and qualifications. If all else is equal, seniority shall determine who is awarded the position.

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

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

C. **Promotion:**

1. A *promotion* shall be defined as permanent change in the Classification (*Appendix A*) level and the hourly wage rate (*Appendix B*).
2. An Employee, whose promotional experience and/or performance of forty-five (45) days or less is unsatisfactory to either the District and/or the Employee, will be returned to his/her former assignment.
3. A hourly wage rate (*Appendix B*) change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the duties of the new position.

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

D. **Transfer:**

1. **Voluntary --**

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

2. **Involuntary --**

- a. An *involuntary transfer* is defined as the transfer of an Employee from one (1) assignment to another without the approval and over the expressed objection of the Employee.

- b. The Association and District agree that transfers of Employees from one (1) assignment to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer an Employee to another assignment in order to continue to serve the educational needs of the children of the District.
  - c. All involuntary transfers will be discussed by the Superintendent, or his/her designee, and the Employee.
  - d. An involuntarily transferred Employee shall be given at least five (5) work days written notice.
  - e. The District shall notify the Association of all involuntary transfers.
3. **Other --**

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

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

## ARTICLE XXI

### WORK SCHEDULE

#### A. Work Day:

1. The Director of Food Service shall determine the length of the Employee's normal workday. The normal workday, as determined by the Classification (*see Appendix A*), shall consist of the following:

HS Nutrition Coordinator	6.0-8.0 hours
MS Manager	6.0-8.0 hours
NM Unit Leader	6 - 7.0 hours
Head Cook	5.5 - 7.5 hours
Elementary Cook	5.5 - 7.0 hours
Food Service Assistant I	4.0 - 7.5 hours
Food Service Assistant II	1.5 - 3.75 hours

2. There will be variations in the normal daily hours of work, depending upon a variety of factors related to the District's food service program.

The District will attempt to maintain an Employee's current hours of work; however, if, during the life of this Agreement, it becomes necessary, in the opinion of the Board of Education, to alter the Employees' hours of work, the Superintendent, or designee, shall notify the Association.

An Employee(s), whose hours of work is to be altered, shall be notified in writing ten (10) work days before the change becomes effective

3. Within two weeks of the beginning of each school year, the Director of Food Service shall provide to the President of the Association the daily hours of work, as well as the starting and ending times of each Employee's assignment.
4. Except as required by an individual work site's food service program, the Employee will work during the instructional day.
5. An Employee whose normal daily hours of work consists of four (4.0) hours or more shall be entitled to the following:
  - a. Five (5.0) hours or more: A fifteen (15) minute paid, duty-free lunch period and one (1) ten (10) minute paid, duty-free break period

- b. Four (4.0) through four and nine-tenths hours: A twenty (20) minute paid, duty-free lunch period.
6. An Employee whose normal daily hours of work consists of less than four (4) hours is entitled to a non-paid, duty-free lunch period.

When the Director of Food Service establishes a work schedule, in writing, for a less than four (4) hour Employee that includes a fifteen (15) minute break period, the individual may elect to eat lunch during that time and will be not paid for that time. If the Employee decides not to eat lunch, he/she shall be paid for the fifteen (15) minutes and the Director of Food Service may assign duties during that time.

7. An Employee shall not be permitted to combine the paid, duty-free break and lunch periods.

The paid, duty-free lunch or break periods shall not be taken at the start or end of the Employee's normal daily hours of work.

8. The Director of Food Service shall designate the time of the paid, lunch and break periods.
9. The paid, duty-free lunch and break periods are not cumulative. The time is to be used on a daily basis and shall not be used to provide the Employee with the privilege of arriving after the designated start, or leaving before the designated end, of his/her workday.

**B. Work Week:**

1. During the school year, all Employees shall work Monday through Friday.
2. An Employee who is assigned to a work site that is not scheduled to serve lunch to students, may, at his/her discretion, be assigned, as needed, to substitute at another work site.

The Employee will receive the hourly wage rate for the individual he/she is replacing.

3. All Employees shall work on the designated *cleaning days*.
- a. Employees will not be permitted to use a personal leave day (s) and/or unpaid absence time on designated *cleaning days*.
  - b. Employees will not be permitted to use a personal leave allowance (*sick*) day (s) on the designated *cleaning days*, except with medical verification or in the event of a continuing illness.

C. **Work Year:**

The scheduled work year may consist of up to one hundred eighty-two (182) workdays, based on the teacher work year, excluding paid holidays (*see Article XXII*).

The work year will be as follows:

*August 24, 2005 through June 15, 2006*

*August 23, 2006 through June 14, 2007*

*August 22, 2007 through June 12, 2008*

D. **Overtime:**

1. Overtime, that was authorized, in writing, by the Director of Food Service and approved by the Superintendent, or his/her designee, shall be paid at time and a half (1.5) for all hours worked in excess of eight (8) hours during the normal workday.
2. When an Employee is scheduled to work on a Sunday and/or a holiday, he/she shall be paid twice (2) his/her hourly wage rate.

E. **Additional Time--Use of Food Service Facilities:**

1. When a Food Service facility is used, the Director of Food Service will assign an Employee to work during the time the facility is being utilized. Exceptions may be made upon the mutual agreement of the Association and the Director of Food Service.
2. The assignment will be posted, utilizing the latest technology, for a period of three (3) workdays.
3. The assignment shall be awarded to the most-senior, eligible applicant. However, if no Employee applies for the assignment, the Director of Food Service shall assign the least-senior, qualified Employee(s) to job. For a special event, specific to a particular elementary building, the Director of Food Service may assign staff (without regard to seniority) to that building event.
4. An Employee, who is assigned additional time due to the use of a Food Service facility, will be paid as follows:
  - a. District-sponsored/funded activity: His/Her hourly wage rate, subject to the overtime provision (*see Section D above*) of this Agreement.
  - b. Non-District-sponsored activity: One and one-half (1.5) time his/her hourly wage rate. However, if the activity is scheduled on a Sunday or a holiday, the Employee shall receive twice (2) his/her hourly wage rate.
5. When an activity is scheduled for Mother's Day, the assignment will be posted; however, if no Employee applies for the assignment, the District may employ an individual(s) outside of the bargaining unit to perform the work.

F. **Move-Up Assignment/List (Due to Employee Absence):**

1. At the beginning of the work year, the Director of Food Service will ask Employees to volunteer to temporarily assume, within that employee's assigned kitchen, the duties of an absent Employee in a higher Classification.
2. Employees, who are interested in earning additional hours of work due to another Employee's absence, shall notify the Director of Food Service, in writing, of their willingness to do so.
3. Assignments from the Move-Up List will be made in seniority order by Central Kitchen (High School, Middle School, Novi Meadows).
4. Should there not be a sufficient number of Employees willing to volunteer for the Move-Up List, the District shall have the right to place a substitute employee in the position created by an Employee's absence or assign other Employees, starting with the most senior Employee in the next lower Classification to assume positions in the higher Classification.
5. After two (2) days in an assignment(s), due to an absence, the Employee shall be paid the same hourly wage rate the individual would have received if he/she had been permanently assigned to the position of the absent Employee's(s') Classification(s). The change in the hourly wage rate shall be retroactive to the first day the Employee assumed the temporary assignment(s) due to an absence.
6. An Employee who assumes the duties of another Employee who is assigned to extended jury duty service, shall be paid at the higher hourly wage rate for each day he/she replaces the individual providing jury duty service.

G. **Summer Food Service Program:**

1. Assignments to a District summer Food Service program will be made available to Employees who have notified the Director of Food Service, in writing, of their availability for a summer Food Service program assignment.
2. Employees will be selected for a District summer Food Service program based on
  - a. demonstrated ability,
  - b. past performance, and
  - c. seniority.

If two (2), or more, Employees meet the above criteria, the most senior Employee(s) shall be awarded the assignment.

3. Employees assigned to a District summer Food Service program will be paid at the hourly wage rate designated by the District. However, the Association may demand to negotiate the hourly wage rate.

If the hourly wage rate question cannot be resolved by the District and the Association, the matter shall be subject to the Grievance Procedure.

4. The hourly wage rate is the only matter related to a District summer Food Service program that is subject to the provisions of this Agreement.

## ARTICLE XXII

### HOLIDAYS

- A. All Employees shall be entitled to the following paid holidays if they fall within their normal work year:

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

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

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

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

- C. If students are required to be in attendance on any other above paid holidays, an exception shall be made. No day, or partial day, of student attendance shall be considered a holiday.
- D. A personal leave (*Business*) day may not be used on the scheduled workday(s) before and/or after a holiday.
- E. In order to be paid for the holiday, an Employee must work the first scheduled workday before and after the holiday or have an excused documented illness for either day.

## ARTICLE XXIII

### EXPENSE REIMBURSEMENT

A. **Clothing (Uniform) Expense Reimbursement:**

Annually, the District, at a vendor of its choice, will provide the Employee with a two hundred dollars (\$200) credit line account. The two hundred dollar (\$200) credit line account will only be used for the purchase of designated uniform item(s), *e.g.*, aprons, slacks, polos, shoes. The Employee shall wear the uniform as provided for in the Food Service Guide.

B. **Conference or Convention Expense Reimbursement:**

A request to attend a food service related conference or a convention, will be submitted to the Director of Food Service.

Upon approval by the Superintendent, or his/her designee, the Employee will be reimbursed for documented conference or convention expenses. The reimbursement for incurred expenses will be limited to registration fee(s); lodging; food; mileage; and lost wages, if appropriate.

C. **Out-of-District Training Session Expense Reimbursement:**

At the discretion of the District, an Employee who participates in an out-of-District training session(s) that is related to the food service program, may be reimbursed for documented expenses.

The reimbursement of expenses will only be provided if the Employee's participation was approved by the Superintendent, or his/her designee.

Whenever an Employee is directed to participate in a food service related training session(s), the District will pay all costs.

## ARTICLE XXIV

### COMPENSATION

- A. The classifications and wages of food service personnel covered by this Agreement are set forth in *Appendices A and B*. *Appendix B* shall remain in effect during the term of this Agreement.

For the 2005-2006 contract year, the 2004-2005 Salary Schedule (2004-2005 Appendix B) shall be increased by two percent (2%).

For the 2006-2007 contract year, the 2005-2006 Hourly Wage Rate Schedule #2 (Appendix B-1) shall be increased by two percent (2%).

For the 2007-2008 school year, there shall be a wage re-opener.

All employees will be paid through Direct Deposit.

- B. The hourly rates shown on the Hourly Wage Rate Schedule (*Appendix B*) are based on permanent employment in the specified position(s).

C. **Appendix B Placement:**

1. A new Employee without experience shall be placed on Step 1 of the Hourly Wage Rate Schedule (*Appendix B*).
  2. A new Employee will be placed on Step 2 or Step 3 of the Hourly Wage Rate Schedule (*Appendix B*) if his/her previous work experience is directly related to the job Classification (*Appendix A*). Placement on the Hourly Wage Rate Schedule (*Appendix B*) shall be determined by the Superintendent, or his/her designee.
  3. An Employee will advance a step on the Hourly Wage Rate Schedule (*Appendix B*) on the anniversary date of his/her employment in a bargaining unit position. An employee will move up a step on the Hourly Wage Rate Schedule once they have worked one year. Credit will not be given for time in an unpaid status.
- D. Before the first payday of the *new* work year all Employees shall be given an opportunity to indicate whether they wish to be paid on a twenty-six (26) pay or twenty-two (22) pay schedule throughout the year. No changes may be made in the method of payment except in cases of emergency.

E. **Longevity:**

1. The hourly wage rate of all Employees who were employed on or before June 30, 1996, shall be increased as follows:
  - a. an additional three percent (3%) of the Employee's base hourly wage rate at the beginning of the tenth (10) year through the end of the fourteenth (14) year; or
  - b. an additional six percent (6%) of the Employee's base hourly wage rate at the beginning of the fifteenth (15) year through the end of the nineteenth (19) year; or

- c. an additional nine percent (9%) of the Employee's base hourly wage rate at the beginning of the twentieth (20) year and continuing each employment year thereafter.
2. Longevity eligibility shall be based on the Employee's anniversary date of employment in the bargaining unit.
3. Individuals who are employed on or after July 1, 1996, shall not be eligible for longevity payments.

F. **Unused Paid (Sick) Leave Allowance Days Compensation:**

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

1. An Employee with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated paid (*sick*) leave allowance days.
2. To receive compensation, the Employee may not use more than seven (7) days per year of his/her accumulated paid (*sick*) leave allowance days during eight (8) of the ten (10) years preceding the severance of employment.
3. At the time of severance, an Employee with an accumulation of 132 through 147 paid (*sick*) leave allowance days will be compensated for thirty (30) of the days at a rate of \$20 per day; or

At the time of severance, an Employee with an accumulation of 116 through 131 paid (*sick*) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$15 per day; or

At the time of severance, an Employee with an accumulation of 100 through 115 paid (*sick*) leave allowance days will be compensated for twenty (20) of the days at a rate of \$10 per day.

# ARTICLE XXV

## INSURANCE PROTECTION

### A. Health Care Insurance:

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

1. Employees may choose one (1) of the following two (2) plans:

- a. **PLAN I:** Full hospitalization and major medical protection for the Employee and his/her family shall be under Blue Cross Blue Shield Community Blue #1 PPO which will be effective December 1, 2005.
- b. **PLAN II:** Based on the number of bargaining unit members selecting Plan II, the following monthly sum will be paid in cash as designated by the Employee:

1- 5 Employees:	\$65 each, per month
6-10 Employees:	\$75 each, per month
11, and above, Employees:	\$85 each, per month

2. The Employee and the District will share the cost of health care insurance premiums on the following basis:

30 - 40.00 hour Employees:	Provided without cost to the Employee.
20.0 - 29.75 hour Employees:	The District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).
less than 20 hour Employees:	The District will contribute thirty percent (30%); the Employee will contribute seventy percent (70%).

The Employee's contribution shall be through Payroll deduction.

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

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

B. **Dental Care Insurance:**

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

1. **Basic Dentistry --**

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

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

2. **Major Dentistry --**

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

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

Single;  
Two Person; or  
Full Family

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

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

20 - 29.75 hour Employees:                the District will contribute sixty percent (60%); the Employee will contribute forty percent (40%).

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

The Employee's contribution shall be through Payroll deduction.

6. For employees who qualify for 100% dental coverage, the District will provide a cash-in-lieu of dental coverage of \$75 for single, \$150 for two-person, or \$225 for full family.

C. **Vision Care Insurance:**

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

Examination	80% of <b>R</b> and <b>C</b> ; once every 12 months
Regular Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Bifocal Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Trifocal Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Lenticular Lenses	80% of <b>R</b> and <b>C</b> ; once every 12 months
Frames	80% of <b>R</b> and <b>C</b> ; once every 12 months
Contact Lenses	80% of <b>R</b> and <b>C</b> ; following cataract surgery or when visual acuity cannot be corrected to 20/70 in the better eye except by their use.

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

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

D. **Group Term Life Insurance:**

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

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

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

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

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

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

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

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

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

- I. During the month of October, the District will make available, at each work location, the forms necessary to change and/or add insurance coverage(s). Changes selected will be effective as of January 1.

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

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

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

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

- L. In addition to the above noted insurance, the Board may, at its option, offer other insurance options and reimbursement accounts through an IRS Section 125 Plan

## ARTICLE XXVI

### NEGOTIATION PROCEDURES

- A. On or before April 1, 2008, at the request of either party, collective bargaining will be undertaken for a successor Agreement.
- B. The parties bargaining representation will be selected and governed by the Public Employees Relations Act (*PERA*). No Agreement shall be executed as final without ratification by the Association and the Board of Education.
- C. If the parties fail to reach an agreement on a successor Agreement, the parties will seek the assistance of the Michigan Employment Relations Commission (*MERC*).
- D. There shall be three (3) signed original copies of the ratified Agreement (*[1] for the Association; [1] for the Board; and [1] for the Superintendent, or his/her designee*).
- E. Copies of this Agreement titled Agreement between the Novi Community School District and the Novi Food Service Employees Association, MEA/NFSEA, shall be provided by CD, e-mail or hard copy at the expense of the District within thirty (30) days after the Agreement is signed and presented to all current Employees, individuals hereafter employed, or individuals considered for employment, by the District.

Further the District shall furnish five (5) copies of this Agreement to the Association for its use.

## **ARTICLE XXVII**

### **NO STRIKE**

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

## ARTICLE XXVIII

### MISCELLANEOUS PROVISIONS

- A. Representatives of the District and the Association will meet, as necessary, for the purpose of reviewing and attempting to resolve problems that may arise out of the administration of this Agreement. The meetings may be requested by either party.
  
- B. An individual contract between the District and an Employee shall not be inconsistent with the provisions of this Agreement.
  
- C. Every reasonable attempt will be made to provide adequate lunchroom, lounge, and restroom facilities in all buildings.
  
- D. Adequate off-street, paved, parking facilities identified for staff use shall be provided. The facilities shall be properly maintained and protected.
  
- E. Consistent with available finances and resources, the District agrees to keep the work locations reasonably equipped and maintained.
  
- F. Copies of all current Food Service job descriptions shall be on file in each Central Kitchen.

**ARTICLE XXIX**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until the end of the day on June 30, 2008.

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

Dated this first (1) day of July, 2005.

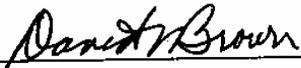
**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION**

By:   
Lynn Kachalla, President

By:   
Kim Edwards, Executive Director

**NOVI COMMUNITY SCHOOLS  
BOARD OF EDUCATION**

By:   
Bruce Bagdady, President

By:   
David Brown, Secretary

**MEMBERS OF THE BOARD OF EDUCATION**

Julia Abrams                      David Brown  
Danford Austin                 Carol Elfring  
Bruce Bagdady                 Ann Glubzinski  
George Kortlandt

**NOVI FOOD SERVICE EMPLOYEES  
ASSOCIATION BARGAINING  
TEAM MEMBERS**

Lynn Kachalla  
Kristin Ridal  
Kim Edwards

**NOVI COMMUNITY SCHOOLS  
BARGAINING TEAM MEMBERS**

JoAnn Clements  
James Koster  
Robert Schram  
Gail Credit

# APPENDIX A

## FOOD SERVICE CLASSIFICATIONS *(For Compensation Purposes)*

### Level A-1

*High School Nutrition Coordinator*

### Level A

*Middle School Manager*

### Level B

*Novi Meadows Unit Leader*

### Level C

*Head Cook*

### Level D

*Elementary Cook*  
*High School Head Cashier*

### Level E

*Food Service Assistant I*

### Level F

*Food Service Assistant II*

## APPENDIX A-1

### CLASSIFICATIONS (For Layoff/Bumping Purposes)

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

<b><u>Level A-1</u></b> (8.00 hours per day)	High School Nutrition Coordinator
<b><u>Level A</u></b> (8.00 hours per day)	Manager, Middle School
<b><u>Level B</u></b> (6.00-7.00 hours per day)	Novi Meadows Unit Leader
<b><u>Level C</u></b> (5.50-7.50 hours per day)	Head Cook
<b><u>Level D</u></b> (5.50-7.00 hours per day)	Elementary Cook High School Head Cashier
<b><u>Level E-1</u></b> (5.75-7.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level E-2</u></b> (5.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level E-3</u></b> (less than 5.50 hours per day)	Food Service Assistant <i>I</i>
<b><u>Level F-1</u></b> (over 3.75 hours per day)	Food Service Assistant <i>II</i>
<b><u>Level F-2</u></b> (3.75 hours per day)	Food Service Assistant <i>II</i>
<b><u>Level F-3</u></b> (less than 3.75 hours per day)	Food Service Assistant <i>II</i>

## APPENDIX B-1

### NFSEA HOURLY WAGE RATE SCHEDULE

#### 2005-2006

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$16.15	\$16.72	\$17.31	\$17.91	\$18.55	\$19.23
A	\$14.15	\$14.72	\$15.31	\$15.91	\$16.55	\$17.23
B	\$12.83	\$13.34	\$13.88	\$14.43	\$15.01	\$15.62
C	\$11.95	\$12.43	\$12.92	\$13.44	\$13.97	\$14.55
D	\$11.28	\$11.74	\$12.21	\$12.70	\$13.21	\$13.74
E	\$10.84	\$11.28	\$11.74	\$12.21	\$12.69	\$13.21
F	\$10.63	\$11.05	\$11.51	\$11.96	\$12.43	\$12.93

#### 2006-2007

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$16.47	\$17.05	\$17.66	\$18.27	\$18.92	\$19.60
A	\$14.43	\$15.01	\$15.62	\$16.23	\$16.88	\$17.57
B	\$13.09	\$13.61	\$14.16	\$14.72	\$15.31	\$15.93
C	\$12.19	\$12.68	\$13.18	\$13.71	\$14.25	\$14.84
D	\$11.51	\$11.97	\$12.45	\$12.95	\$13.47	\$14.01
E	\$11.06	\$11.51	\$11.97	\$12.45	\$12.94	\$13.47
F	\$10.84	\$11.27	\$11.74	\$12.20	\$12.68	\$13.19

#### 2007-2008

*There will be a wage re-opener for the 2007-2008 school year.*

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

Grievance # \_\_\_\_\_

Contract Year \_\_\_\_ - \_\_\_\_

*Distribution of Forms:*

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

**NAME OF GRIEVANT:** \_\_\_\_\_

**Classification:** \_\_\_\_\_

**Work Location:** \_\_\_\_\_

**LEVEL ONE:**

**Statement of Grievance:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Relevant Agreement (Contract) Provision(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date Grievance Occurred:** \_\_\_\_\_

**Relief Sought:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Date of Level One Decision:** \_\_\_\_\_

**Disposition:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LEVEL TWO:**

Date Written Grievance Filed With Immediate Administrative Supervisor: \_\_\_\_\_

Disposition of Immediate Administrative Supervisor: \_\_\_\_\_

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

Signature Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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

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

**LEVEL THREE:**

Date Written Grievance Filed With Superintendent or Designee: \_\_\_\_\_

Disposition of Superintendent or Designee: \_\_\_\_\_

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

Signature of Superintendent /Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Position of Grievant and/or Association: \_\_\_\_\_

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

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

**LEVEL FOUR:**

Date Written Grievance Filed With Board of Education: \_\_\_\_\_

Disposition of Board of Education: \_\_\_\_\_

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

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

Position of Association: \_\_\_\_\_

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

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

**LEVEL FIVE:**

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

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

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

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

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## LETTER(S) OF UNDERSTANDING

### . Clarification of Health Care and Dental Care Insurance Coverage Eligibility

During the 1999 negotiations daily hours of employment for purpose of health care and dental care insurance premium sharing were adjusted from daily hours to weekly hours. At that time a number of employees were grandpersoned at their current health care and dental care premium cost sharing percentages. These employees would maintain their current level of insurance cost sharing so long as they did not voluntarily reduce their daily hours of work.

As of July 1, 2005 all employees, except one, grandpersoned in 1999, have either left the bargaining unit or have increased their hours to qualify for fully paid benefits.

The only employee currently grandpersoned is Gayle Toloff. Gayle shall remain at the level of 100% dental and 60% health care so long as she does not voluntarily reduce her daily hours below five (5) hours.

During 2005 negotiations, full-time for purposes of full health and dental care was defined as six (6) hours per day. Terri Kasik (currently 5.75 hours) shall be grandpersoned at 100% dental and 100% health care coverage as long as she does not voluntarily reduce her daily/weekly work hours.

### Implementation of New and/or Significantly Changed Programs

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

### Site-Based Committees

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

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

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**THE MATERIAL ON THE FOLLOWING PAGES IS PROVIDED FOR INFORMATIONAL PURPOSES.**

**THE TEACHERS' WORK CALENDAR IS NOT SUBJECT TO NEGOTIATIONS BY THE NOVI FOOD SERVICE EMPLOYEES ASSOCIATION.**

## 2005-2006 SCHOOL YEAR

Wednesday	August 24	All Staff report/Professional Development
Thursday	August 25	Workday (no students)
Friday	August 26	Professional Development (no students)
Monday	August 29	Start of school for students
Friday	September 2	Labor Day recess - no school
Tuesday	September 6	Classes resume
Friday	September 30	Professional Development Day (no students)
Friday	November 11	Professional Development Day (no students)
Wednesday	November 23	½ day Professional Development ½ day Comp Day (no students)
Monday	November 28	Classes resume
Thursday	December 22	Winter Break begins
Tuesday	January 3	Classes resume
Monday	January 16	Martin Luther King Day (no teachers/students)
Friday	January 20	Records Day - no students
Friday	February 17	Professional Development Day (no students)
Monday	February 20	Mid-Winter Break begins
Monday	February 27	Classes resume
Thursday	March 24	K-6 Records Day, 7-12Professional Development Day (no students)
Thursday	April 13	½ day Professional Development ½ day Comp Day (no students)
Friday	April 14	Spring break begins
Monday	April 24	Classes resume
Friday	May 26	Professional Development Day (no students)
Monday	May 29	Memorial Day - no classes
Thursday	June 15	Students last full day
Friday	June 16	Record Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

# 2005-2006 CALENDAR

<u>2005</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2006</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>					1		<b>Jan.</b>	<b>2]</b>	3	4	5	6
	4	5	6	7	8			9	10	11	12	13
	11	12	13	14	15			<b>[16]</b>	17	18	19	<b>{20}</b>
0 TCHR.	18	19	20	21	22		20 TCHR.	23	24	25	26	27
0 STUD.	25	26	27	28	29		19 STUD.	30	31			
<b>Aug.</b>	1	2	3	4	5		<b>Feb. ♦</b>			1	2	3
	8	9	10	11	12			6	7	8	9	10
	15	16	17	18	19			13	14	15	16	<b>(17)</b>
6 TCHR.	22	23	<b>(24)</b>	<b>25*</b>	<b>(26)</b>		15 TCHR	<b>[20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24]</b>
3 STUD.	29	30	31				14 STUD	27	28			
<b>Sept.</b>				1	<b>[2]</b>		<b>March ♦</b>			1	2	3
	<b>[5]</b>	6	7	8	9			6	7	8	9	10
	12	13	14	15	16			13	14	15	16	17
20 TCHR.	19	20	21	22	23		23 TCHR.	20	21	22	23	<b>24•</b>
19 STUD.	26	27	28	29	<b>(30)</b>		22 STUD.	27	28	29	30	31
<b>Oct.</b>	3	4	5	6	7		<b>April ♦</b>	3	4	5	6	7
	10	11	12	13	14			10	11	12	<b>13+</b>	<b>[14</b>
	17	18	19	20	21			<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21]</b>
21 TCHR.	24	25	26	27	28		14 TCHR.	24	25	26	27	28
21 STUD.	31						13 STUD.					
<b>Nov.</b>							<b>May</b>	1	2	3	4	5
		1	2	3	4			8	9	10	11	12
	7	8	9	10	<b>(11)</b>			15	16	17	18	19
20 TCHR.	14	15	16	17	18		22 TCHR.	22	23	24	25	<b>(26)</b>
18 STUD.	21	22	<b>23+</b>	<b>[24</b>	<b>25]</b>	21 STUD.		<b>[29]</b>	30	31		
	28	29	30									
<b>Dec.</b>				1	2		<b>June</b>				1	2
	5	6	7	8	9			5	6	7	8	9
	12	13	14	15	16			12	13	14	15	<b>{16}</b>
15 TCHR.	19	20	21	<b>[22</b>	<b>23</b>		12 TCHR.	19	20	21	22	23
15 STUD.	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>		11 STUD.	26	27	28	29	30

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- K-6 Records Day, 7-12 Professional Development Day (no students)
- + Prof. Development Day am/Teacher Compensatory Time pm

## 2006-2007 SCHOOL YEAR

Wednesday	August 23	All Staff report/Professional Development
Thursday	August 24	Workday (no students)
Friday	August 25	Professional Development (no students)
Monday	August 28	Start of school for students
Friday	September 1	Labor Day recess – no school
Tuesday	September 5	Classes resume
Friday	September 29	Professional Development Day (no students)
Friday	November 10	Professional Development Day (no students)
Wednesday	November 22	½ day Professional Development ½ day Comp Day (no students)
Monday	November 27	Classes resume
Friday	December 22	Winter Break begins
Wednesday	January 3	Classes resume
Monday	January 15	Martin Luther King Day (no teachers/students)
Friday	January 19	Records Day – no students
Friday	February 2	Professional Development Day (no students)
Monday	February 19	Mid-Winter Break begins
Monday	February 26	Classes resume
Friday	March 16	K-6 Records Day, 7-12 Professional Development Day (no students)
Thursday	April 5	½ day Professional Development ½ day Comp Day (no students)
Friday	April 6	Spring break begins
Monday	April 16	Classes resume
Friday	May 25	Professional Development Day (no students)
Monday	May 28	Memorial Day – no classes
Thursday	June 14	Students last full day
Friday	June 15	Records Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

# 2006-2007 CALENDAR

<u>2006</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>	<u>2007</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>	3	4	5	6	7	<b>Jan.</b>	<b>1</b>	<b>2]</b>	3	4	5
	10	11	12	13	14		8	9	10	11	12
	17	18	19	20	21		<b>[15]</b>	16	17	18	<b>{19}</b>
0 TCHR.	24	25	26	27	28	20 TCHR.	22	23	24	25	26
0 STUD.	31					19 STUD.	29	30	31		
<b>Aug.</b>		1	2	3	4	<b>Feb.</b>				1	<b>(2)</b>
	7	8	9	10	11		5	6	7	8	9
	14	15	16	17	18		12	13	14	15	16
7 TCHR.	21	22	<b>(23)</b>	<b>24*</b>	<b>(25)</b>	15 TCHR	<b>[19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23]</b>
4 STUD.	28	29	30	31		14 STUD	26	27	28		
<b>Sept.</b>					<b>[1]</b>	<b>March</b>				1	2
	<b>[4]</b>	5	6	7	8		5	6	7	8	9
	11	12	13	14	15		12	13	14	15	<b>16•</b>
19 TCHR.	18	19	20	21	22	22 TCHR.	19	20	21	22	23
18 STUD.	25	26	27	28	<b>(29)</b>	21 STUD.	26	27	28	29	30
<b>Oct.</b>	2	3	4	5	6	<b>April</b>	2	3	4	<b>5+</b>	<b>[6</b>
	9	10	11	12	13		<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13]</b>
	16	17	18	19	20		19	20	21	22	23
22 TCHR.	23	24	25	26	27	15 TCHR.	23	24	25	26	27
22 STUD.	30	31				14 STUD.	30				
<b>Nov.</b>			1	2	3	<b>May</b>	1	2	3	4	5
	6	7	8	9	<b>(10)</b>		7	8	9	10	11
	13	14	15	16	17		14	15	16	17	18
20 TCHR.	20	21	<b>22+</b>	<b>[23</b>	<b>24]</b>	22 TCHR.	21	22	23	24	<b>(25)</b>
18 STUD.	27	28	29	30		21 STUD.	<b>[28]</b>	29	30	31	
<b>Dec.</b>					1	<b>June</b>					1
	4	5	6	7	8		4	5	6	7	8
	11	12	13	14	15		11	12	13	14	<b>{15}</b>
15 TCHR.	18	19	20	21	<b>[22</b>	11 TCHR.	18	19	20	21	22
15 STUD.	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	10 STUD.	25	26	27	28	29

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- K-6 Records Day, 7-12 Professional Development Day (no students)
- + Prof. Development Day am/Teacher Compensatory Time pm

## 2007-2008 SCHOOL YEAR

Wednesday	August 22	All Staff report/Professional Development
Thursday	August 23	Workday (no students)
Friday	August 24	Professional Development (no students)
Monday	August 27	Start of school for students
Friday	August 31	Labor Day recess - no school
Tuesday	September 4	Classes resume
Friday	September 28	Professional Development Day (no students)
Friday	November 9	Professional Development Day (no students)
Wednesday	November 21	½ day Professional Development ½ day Comp Day (no students)
Monday	November 26	Classes resume
Monday	December 24	Winter Break begins
Thursday	January 3	Classes resume
Friday	January 18	Records Day - no students
Monday	January 21	Martin Luther King Day (no students)
Friday	February 15	K-6 Records Day, 7-12 Professional Development Day (no students) [may be rescheduled when K-6 Parent-Teacher Conference dates are determined]
Monday	February 18	Mid-Winter Break begins
Monday	February 25	Classes resume
Thursday	March 20	½ day Professional Development ½ day Comp Day (no students)
Friday	March 21	Spring break begins
Monday	March 31	Classes resume
Friday	April 18	Professional Development Day (no students)
Friday	May 23	Professional Development Day (no students)
Monday	May 26	Memorial Day - no classes
Thursday	June 12	Students last full day
Friday	June 13	Records Day (no students)

176 Pupil-Instructional Days and 188 Teacher Workdays

# 2007-2008 CALENDAR

<u>2007</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2008</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<b>July</b>	2	3	4	5	6		<b>Jan.</b>		<b>1</b>	<b>2]</b>	3	4
	9	10	11	12	13			7	8	9	10	11
	16	17	18	19	20			14	15	16	17	<b>{18}</b>
0 TCHR.	23	24	25	26	27		20 TCHR.	<b>[21]</b>	22	23	24	25
0 STUD.	30	31					19 STUD.	28	29	30	31	
<b>Aug.</b>			1	2	3		<b>Feb.</b>					1
	6	7	8	9	10			4	5	6	7	8
	13	14	15	16	17			11	12	13	14	<b>15•</b>
7 TCHR.	20	21	<b>(22)</b>	<b>23*</b>	<b>(24)</b>		16 TCHR	<b>[18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22]</b>
4 STUD.	27	28	29	30	<b>[31]</b>		15 STUD	25	26	27	28	29
<b>Sept.</b>	<b>[3]</b>	4	5	6	7		<b>March</b>	3	4	5	6	7
	10	11	12	13	14			10	11	12	13	14
19 TCHR.	17	18	19	20	21			17	18	19	<b>(20)</b>	<b>[21</b>
18 STUD.	24	25	26	27	<b>(28)</b>		15 TCHR.	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28]</b>
							14 STUD.	31				
<b>Oct.</b>	1	2	3	4	5		<b>April</b>		1	2	3	4
	8	9	10	11	12			7	8	9	10	11
	15	16	17	18	19			14	15	16	17	<b>(18)</b>
23 TCHR.	22	23	24	25	26		22 TCHR.	21	22	23	24	25
23 STUD.	29	30	31				21 STUD.	28	29	30		
<b>Nov.</b>				1	2		<b>May</b>				1	2
	5	6	7	8	<b>(9)</b>			5	6	7	8	9
	12	13	14	15	16			12	13	14	15	16
20 TCHR.	19	20	<b>21+</b>	<b>[22</b>	<b>23]</b>		21 TCHR.	19	20	21	22	<b>(23)</b>
18 STUD.	26	27	28	29	30		20 STUD.	<b>[26]</b>	27	28	29	30
<b>Dec.</b>	3	4	5	6	7		<b>June</b>	2	3	4	5	6
	10	11	12	13	14			9	10	11	12	<b>{13}</b>
	17	18	19	20	21			16	17	18	19	20
15 TCHR.	<b>[24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>		10 TCHR.	23	24	25	26	27
15 STUD.	<b>31</b>						9 STUD.	30				

176 Pupil-Instructional Days and 188 Teacher Work Days

- ( ) Professional Development Day, No Students
- [ ] Recess/Holiday, No School
- { } Records Day
- + Prof. Development Day am/Teacher Compensatory Time pm
- K-6 Records Day, 7-12 Professional Development Day (may be rescheduled when K-6 Parent-Teacher Conferences are determined)

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