

# AGREEMENT

BETWEEN

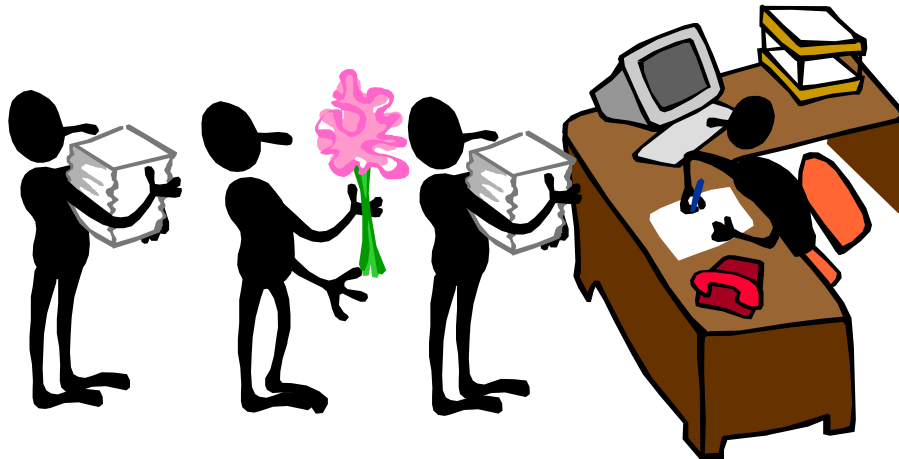
THE NOVI COMMUNITY SCHOOL DISTRICT

AND THE

NOVI EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION

NESPA

2011 - 2013





# TABLE OF CONTENTS

<p>+++++++          +++++++  <i>Article I</i>  <i>Article II</i>  <i>Article III</i>  <i>Article IV</i>  <i>Article V</i>  <i>Article VI</i>  <i>Article VII</i>  <i>Article VIII</i>  <i>Article IX</i>  <i>Article X</i>  <i>Article XI</i>  <i>Article XII</i>  <i>Article XIII</i>  <i>Article XIV</i>  <i>Article XV</i>  <i>Article XVI</i>  <i>Article XVII</i>  <i>Article XVIII</i>  <i>Article XIX</i>  <i>Article XX</i>  <i>Article XXI</i>  <i>Article XXII</i>  <i>Article XXIII</i>  <i>Article XXIV</i>  <i>Article XXV</i>  <i>Article XXVI</i>  <i>Article XXVII</i>  <i>Article XXVIII</i>  <i>Article XXIX</i>  <i>Appendix A</i>  <i>Appendix A-1</i>  <i>Appendix B</i>  <i>Appendix C</i>  <i>Appendix D</i>          *****          *****            *****</p>	<p>Preface .....1          Witnesseth .....2          Recognition.....3          Rights of the Board .....4          Association Rights .....5          Agency Shop .....7          Grievance Procedure.....9          Employee Rights .....12          Employee Personnel File.....14          Employee Health Certification.....14          Absence Policies.....15          Sick Leave Bank .....19          Building/District Closure.....20          Employment Status .....21          Employee Evaluation .....23          Seniority .....24          Layoff and Recall .....26          Leaves of Absence .....29          Termination of Employment or Resignation.....34          New and/or Revised Positions.....34          Discipline and Discharge of Permanent Employees .....35          Vacancies, Promotions and Transfers .....36          Work Schedule .....39          Holidays.....42          Vacation .....43          Compensation .....45          Insurance Protection.....47          Negotiation Procedures .....51          No Strike .....52          Miscellaneous Provisions.....52          Duration of Agreement.....53          Classification Listings .....54          Classifications Layoff/Bumping Chart.....56          Hourly Wage Rate Schedules.....57          Grievance Form.....59          Vacation Time/ Allowance Chart .....63          Letter(s) of Understanding .....64          Informational Items--              2011-2012 School Calendar .....66              2012-2013 School Calendar .....68            Index.....70</p>
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## PREFACE

This Agreement entered into this first day of July, 2011, by and between the Novi Community School District, hereinafter referred to as the *District*, the *Board*, or the *Employer*, and the Novi Educational Support Personnel Association, affiliated with the Michigan and National Education Associations, hereinafter referred to as the *Association*.

The signatories shall be the only parties to this Agreement.

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

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

This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and considered part of the established policies of the Board.

## WITNESSETH

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

*Whereas*, the Board has a statutory obligation, pursuant to the *Public Employment Relations Act (PERA)*, Act 379 of the Michigan Public Acts of 1965 as amended, to bargain with the representatives of its secretarial/clerical/paraprofessional/technical 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 secretarial, paraprofessional, clerical, and technical staff who is employed by the District and/or on a Board approved leave of absence and who is regularly scheduled to work ten (10) or more hours per week. Such representation shall exclude the secretaries to the Superintendent and the Executive Director of Human Resources (*Negotiations*), as well as, temporary and/or substitute secretarial/clerical/paraprofessional/technical employees.
- B. The Board agrees not to negotiate with any support personnel organization other than the Association for the duration of this Agreement.
- 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. Approve the means and methods of instruction;
  5. Determine the duties, responsibilities and assignments of employees provided this does not conflict with any part of this Agreement.
- B. The exercise of the noted powers, rights, authority, duties and responsibilities; the adoption of policies, rules, regulations and practices and the use of judgment and discretion in connection with them, shall be limited only by the specific and expressed terms of this Agreement and/or in conformance with the Constitutions and laws of the State of Michigan and the United States.
- C. Nothing contained in this Agreement shall deny or restrict the Board of its rights, responsibilities and authority under the 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 from 3:30 p.m. - 10:00 p.m., upon request, provided it does not interfere with other scheduled activities.

- D. The Association shall have the right to use Employee mailboxes and District e-mail 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) workdays 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.
- J. The District shall provide the equivalent of sixteen (16) hours per year for the collective use of bargaining unit members for Association business outside of the District. It is understood that there shall be no cost to the Association for the use of such time.

Applications for the use of the time shall be processed through the regular conference attendance procedure and shall be signed by the Association President signifying the Association's approval of the request. There shall be no deduction from the individual's leave allowance bank accumulation for approved use of Association business time outside of the District.

## ARTICLE 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 semi-monthly 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 affected.
  - 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 (*Appendix C*), 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. Either party may request a meeting to discuss the grievance prior to a decision being made.

- b. Within fourteen (14) days after the delivery of the appeal, the Superintendent, or his/her designee, shall communicate his/her decision in writing.
- c. If a grievance arises from the action of an authority other than the immediate administrative supervisor, it shall be filed at Level Three.

**4. Level Four --**

- a. Within fourteen (14) days after receipt of the decision of the Superintendent or his/her designee, the grievance may be appealed, in writing, to the Board of Education.
- 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 \$200 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 and procedure 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,G*), compensatory time (*see Article XXI*) and vacation time/allowance (*see Article XXIII*) 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 workday. The Employee and the immediate administrative supervisor shall mutually agree to the amount of time necessary to make the deposit.

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.

- 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, 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 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. illness, or temporary physical disability of the Employee;
  - b. illness in the immediate family; or,
  - c. temporary physical disability of immediate family member.

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

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

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

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

2. The Employee's available sick leave allowance will be provided on their 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. In addition to the above leave days, an employee shall be allowed up to three (3) days for any death in the immediate family.

In extenuating circumstances, additional days may be granted.

4. The term immediate family of the Employee shall be interpreted as spouse, parents, child(ren), siblings, step-relatives 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 activity that can be accomplished only during work hours.

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 four (4) days of his/her sick leave allowance for the Employee's personal business. Personal Business days may not be used for vacation. Once an employee uses two (2) personal business days in a school year, they may be required to provide a reason for taking a third and fourth day.
3. Personal business absences will not be granted ordinarily in the first or last week of the school year or one (1) day before or after a paid holiday, a break/recess period and/or the use of accumulated vacation time/allowance.

C. **Attendance Incentive:**

1. Two hundred fifty (250) workday Employees shall, on a quarterly basis, receive an attendance incentive bonus based on the following criteria:
  - a. An Employee with perfect attendance, during the quarter, shall receive an attendance incentive bonus of seventy-five dollars, (\$75) for the quarter.
  - b. An Employee with one (1) absence, during the quarter, shall receive an attendance incentive bonus of fifty-dollars (\$50) for the quarter.
  - c. A quarter shall be defined as a three (3) month period--July through September, October through December, January through March, April through June.
2. Two hundred fifteen (215) day, two hundred five (205) day, one hundred ninety-five (195) day, and one hundred eighty-five plus (185+) day Employees shall receive an attendance incentive bonus based on a schedule providing for the work year to be divided into thirds and on the following criteria:
  - a. An Employee with perfect attendance, during the specified period (*one-third*) of the work year, shall receive an attendance incentive bonus of seventy-five dollars (\$75) for the period.
  - b. An Employee with one (1) absence, during the specified period (*one-third*) of the work year, shall receive an attendance incentive bonus of fifty-dollars (\$50) for the period.

- c. The work year schedule (*thirds*) shall be as follows: mid-August through mid-November; mid-November through mid-March; and mid-March through end of June.
- 3. An Employee with three (3) or more absences, during the periods indicated in *sub-sections 1 and 2 (above)*, shall receive no attendance incentive bonus for the period.
- 4. For the purpose of calculating the attendance incentive bonus, absences for the observance of religious holidays, death in the immediate family; and/or jury duty will be excluded. Additionally, all partial absences shall be cumulative for each period noted in *sub-sections 1 and 2 (above)*.

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

- 5. Payment of the attendance incentive bonus shall be made in the paycheck issued following the close of the stipulated periods in *sub-sections 1 and 2 (above)*

D. **Worker's Compensation:**

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 taking vacation, personal business or compensatory time, the Employee shall complete and sign an *Employee Absence* form.

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

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

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

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

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

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

- K. For purposes of the use of the Employee's accumulated sick leave allowance, pregnancy, including childbearing; recovering from childbearing; miscarriage; or abortion; and/or the legal adoption of a child(ren) will be treated the same as any other temporary disability.
- L. An unexcused absence 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 due to an extended personal illness, and has exhausted his/her accumulated sick leave allowance hours, may request hours from the NESPA Sick Leave Bank according to the following provisions:

- All members who apply for hours from the Sick Leave Bank must do so in writing and list and document the reason for their request for hours.
- Hours may only be requested for use of the employee for their own personal illness.
- No employee can request hours from the Sick Leave Bank until after completion of their Probationary Period.
- A committee of NESPA representatives will receive written requests and decide on those requests.
- Hours granted may not exceed the number of hours in the employee's personal bank at the beginning of the school year, or the necessary hours equivalent to thirty (30) times their regularly scheduled daily hours, whichever is less.
- There will be a waiting period of five days before any hours from the Sick Leave Bank may be used.
- The employee receiving the hours will repay the bank at the rate of the necessary hours equivalent to five (5) times their regularly scheduled daily hours per year.
- If the employee leaves the district and has not repaid the full number of days hours granted from the Sick Leave Bank, the monetary value of those hours will be returned to the District. That monetary value will be deducted from any pay due the employee.
- The Sick Leave Bank will be initially stocked with 100 days; one from each current NESPA member (90) and the balance (10) from the District. All new NESPA members will contribute the necessary hours equivalent to one (1) time their regularly scheduled daily hours to the bank at the end of their Probationary Period. The NESPA Board of Directors may assess up to the necessary hours equivalent to two (2) times their regularly scheduled daily hours per NESPA member to replenish the Bank.

## ARTICLE XI

### BUILDING OR DISTRICT CLOSURE

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

#### A. Notification

At the beginning of each work year, the Superintendent, or his/her designee, will arrange for a method of notifying Employees when a decision is made to close a work site(s) and/or to close school(s) to students.

#### B. District Closed

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

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

When the Superintendent, or his/her designee, has not declared the entire district closed, but school has been cancelled, employees in the affected building(s) shall not report to work and shall receive their regular pay for days which are cancelled. When all district schools are closed, employees shall not report to work. Employees working the NEA staff calendar shall work any rescheduled days with no additional compensation. Employees working less than 250 days, but longer than the NEA calendar, will have a day added to their work year for each rescheduled day with no additional compensation. Employees working 250 days shall have a choice of having a vacation day or personal business day deducted for each rescheduled day. Any employee who had previously arranged an absence on the cancelled day, shall not be charged for the day.

#### D. Closure During The Workday

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

#### E. Deviations from this provision may be permitted by mutual agreement between the parties.

## ARTICLE XII

### EMPLOYMENT STATUS

#### A. Probationary Status:

1. A new Employee must serve a probationary period of ninety (90) workdays per the Employee's work schedule.
2. The District shall have the right to discharge, for cause, and discipline probationary Employees and the action is not subject to appeal or grievance by the Association.
3. The District will evaluate, in writing, the performance of all probationary Employees after sixty (60) workdays and at the end of the ninety (90) day probationary period.
4. There shall be no seniority among probationary Employees.

#### B. Permanent Status:

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

#### C. Full-Time Status:

Full-time, for all purposes, excluding the *pro-ration* of insurance premiums, shall be defined as:

1. Eight hours per day for Secretarial; Clerical; Paraprofessional, Media Services (High School); Paraprofessional, Clerical; and Technical Employees
2. Seven (7) hours per day for all other Paraprofessional and Technology/Media Support Employees
3. Twenty-nine (29) hours per week, including four hours of plan time\*, for C.A.R.E. Leaders

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

#### D. Highly Qualified

Special Education paraprofessionals must meet all applicable standards for "highly qualified" under No Child Left Behind Act (NCLB), including the NCLB Final Regulations and Michigan requirements as approved by the State Board of Education.

If a paraprofessional who is required to meet the NCLB "highly qualified" standards (as outlined above) does not meet those standards, he/she shall be assigned to any concur-



rently existing vacancy for which he/she is qualified. Any such vacancy shall not be required to be posted under this Agreement.

If a paraprofessional cannot be assigned to a concurrent vacancy for which he/she is qualified, he/she will be placed on layoff status, under the provisions of Article XV of this Agreement, unless the paraprofessional is qualified to displace another less senior member of the bargaining unit. In the later event, the more senior paraprofessional shall displace the least senior bargaining unit member holding an assignment for which the more senior paraprofessional is qualified. Displacement shall be according to the terms of Article XV, Section A. The paraprofessional ultimately displaced shall be laid off and shall have recall rights to the extent provided in Article XII, Reduction in Personnel.

## ARTICLE XIII

### EMPLOYEE EVALUATION

- A. *Permanent Employees* shall be evaluated not less than once every two (2) years by their immediate administrative supervisors (*where appropriate, input may be requested from members of the of the Novi Education Association*).
- B. The evaluation shall be recorded on the form(s) provided by the Office of Human Resources. Copies of the evaluation form are available at the Human Resource Office.
- C. An official copy of the evaluation form shall be given to the Employee by the evaluator during the evaluation review conference.
- D. The 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. Seniority shall be *pro-rated* for Employees working less than full-time. Full-time shall be defined per the provision of Article XXI, A. and Article XII, C. Effective July 1, 2002 seniority will only be pro-rated for Employees working less than 30 hours per week.
- C. Employees in the Classifications of C.A.R.E. Leader B and C.A.R.E. Leader C shall accumulate seniority in their own Classification only and shall not use their seniority for any other purpose.
- D. 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.

- E. 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.
- F. 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.

- G. An Employee shall lose his/her seniority for the following reasons:
  - 1. The Employee retires.
  - 2. The Employee resigns.

3. The Employee is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement.
4. The Employee is absent for five (5) consecutive workdays without notifying the District, unless such absence is caused by circumstances beyond his/her control. *(Such absence will result in automatic discharge and the District will send written notification to the Employee, at his/her last known address, that his/her employment 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 leave, or to file a request for leave extension, shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.

## ARTICLE 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 the most senior Employee.

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

To be deemed qualified to bump into a position, the displaced Employee must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position 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 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. The parties will create an ad-hoc committee to determine assessments to be used along with updating job descriptions.

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

- (2) A full-time employee shall not be required to bump into a part-time position.
- (3) The displaced Employee may bump up within a specified range as noted below, regardless of hours per day:

186 & 188 workday Employees may bump up to 195-205 workdays  
195 workday Employees may bump up to 205-215 workdays  
205 workday Employees may bump up to 215-250 workdays  
215 workday Employees may bump up to 250 workdays  
250 workday Employees, no higher range available

- (4) The displaced Employee may bump down within a specified range as noted below, regardless of hours per day:

186 & 188 workday Employees, no lower range available  
195 workday Employees may bump down to 188 workdays  
205 workday Employees may bump down to 195-188 workdays  
215 workday Employees may bump down to 205-195 workdays  
250 workday Employees may bump down to 215-205 workdays

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

- f. Any employee who is to be laid off will be given at least ten (10) business days written notice of layoff.
4. In the event that a reduction in workforce becomes necessary in the C.A.R.E. program, seniority shall determine the order of layoff/recall in that program only. There shall be no bumping *from* C.A.R.E. into other bargaining unit classifications *or* from other bargaining unit classifications into C.A.R.E.

5. Employees with terminating contracts shall not have bumping rights until their second consecutive school year of employment.

**B. Seniority:**

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

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. Employees shall only be subject to recall for three years from the effective date of their layoff.

To be deemed qualified to assume a position, the Employee designated to be recalled must have satisfactorily held the same and/or a similar position in the bargaining unit previously or have demonstrated the ability to perform the duties and responsibilities of the position 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 Office of Human Resources, in writing, of his/her intent at least thirty (30) days before the beginning date of the leave.

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

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

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



The notice of intention to return is the responsibility of the individual. In the event such notice is not received, the District will interpret this as a resignation.

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

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

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

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

c. ***Family Medical Leave:***

- (1) 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 of an employee's child;
  - (b) Serious health condition of an employee's spouse, child, or parent;
  - (c) The employee's own serious health condition.
- (2) Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the 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.

e. ***Student Teaching/Intern Leave:***

A paraprofessional who takes a leave of absence to fulfill a student teaching obligation may return to a position in the same classification they held prior to taking said leave at the beginning of the next semester.

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

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

a. ***Employee/Peace Corps Leave:***

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

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

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

c. ***Voluntary Layoff Leave:***

- (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, the District shall interpret this as a resignation.

- (c) A Voluntary Layoff Leave will be granted for only one (1) work year.

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

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

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

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

**d. *Other Personal Leaves:***

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

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

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

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

An Employee on leave who wishes to resume employment with the District at the beginning of the work year, or at the beginning of the second half of the work year, shall, notify

the Superintendent, or his/her designee, no later than April 1 for the start of the work year or October 1 for the second half of the work year of the date he/she plans to return to work.

1. Upon return from a leave of absence without pay, the Employee shall be placed on the Hourly Wage Rate Schedule (*Appendix B*) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
  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.
    - a. If the Employee desires to return to work and no position is available, or no position for which the Employee is qualified is available, the Employee will continue on month-to-month leave status until such time as there is a position available for which the Employee is qualified.
    - b. When a position is available, for which the Employee is qualified, the District will implement the notification provisions of Article XV, Section C, Recall. The Employee will be placed on the same Hourly Wage Rate Schedule step (*Appendix B*) and retain the seniority status for which he/she was eligible when he/she left for the leave, as provided in Article XVI, Section D, 1. If the Employee fails to respond to the notification or fails to assume the duties of the assigned position at the appointed time, the Employee will be considered to have terminated their employment rights with the District.
    - c. If an Employee on month-to-month leave status applies for any posted position, the Employee will be considered for the position according to the provisions of Article XX, Section A, 5 & 6.
  3. Failure to return from leave, or to file a request for leave extension, shall constitute the employee's resignation or abandonment of employment and shall automatically terminate the employment relationship.
- E. While on an unpaid leave of absence, an Employee shall not enter similar employment.

## 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 VI, Section J*.

## 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.
- 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 *Appendix A*.

## 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 parents, 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. 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

### VACANCIES, PROMOTIONS AND TRANSFERS

A. Vacancy:

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

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

The Association will be notified in writing of all vacancies.

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

The Association shall be notified by U.S. mail.

4. Interested Employees, including laid off employees, may apply for a posted vacancy, in writing, to the Superintendent, or designee, within the six (6) day posting period.
5. Vacancies shall be filled on the basis of the experience, competency, qualifications and length of service of the Employees in the District. See Article XV, Section A, 2 - Creation of an Ad Hoc Committee.

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.

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

The examination(s) to be administered by the District shall be based on the qualifications listed in the latest vacancy posting for the position; however, deviations in the necessary qualifications shall be permitted to address any advanced

technological skill(s) that were incorporated into the duties and responsibilities of the position since the last vacancy posting, providing the skill(s) was utilized for a minimum of ninety (90) workdays by the person currently holding the position.

7. An Employee must be employed in the District for at least two years before applying for a posted position. This requirement may be waived by mutual agreement of the parties.

B. **Promotion:**

1. A *promotion* shall be defined as permanent change to a higher Classification (*Appendix A*)
2. A hourly wage rate (*Appendix B*) change, resulting from a permanent or temporary change in position, shall take effect with the assumption of the duties of the new position. However, in the event the promotional candidate is unable to assume the duties of their new position within 10 work days of the posted start date, she/he will begin receiving the higher rate of pay beginning on the 11<sup>th</sup> work day.

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

C. **Transfer:**

1. **Voluntary --**

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

2. **Involuntary --**

- a. An *involuntary transfer* is defined as the transfer of an Employee from one (1) assignment to another without the approval and over the expressed objection of the Employee.
- b. The Association and District agree that transfers of Employees from one (1) assignment to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer an Employee to another assignment in order to continue to serve the educational needs of the children of the District.
- c. All involuntary transfers will be discussed by the Superintendent, or his/her designee, and the Employee.
- d. An involuntarily transferred Employee shall be given at least ten (10) workdays written notice.
- e. The District shall notify the Association of all involuntary transfers.

3. **Other --**

In the best interest of the Employee, the Superintendent, or his/her designee, may approach the Association to request the transfer of the Employee to an existing vacancy.



However, before the transfer is made, consent must be given by the President of the Association and the Employee involved.

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

D. **Trial Period**

An Employee, whose experience and/or performance of forty-five (45) days or less is unsatisfactory to either the District and/or the Employee, will be returned to his/her former Classification (*Appendix A*) level but not necessarily to the Employee's former assignment.

E. **Job Shadowing**

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

# ARTICLE XXI

## WORK SCHEDULE

### A. Full time:

#### 1. Full time shall be defined as:

- a. Eight hours per day for Secretarial; Clerical; Paraprofessional, Media Services (High School); and Technical Employees
- b. Seven (7) hours per day for all other Paraprofessional, Media Services and Technology Support Employees
- c. Twenty-nine (29) hours per week, including four hours of plan time\*, for C.A.R.E. Leaders

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

#### 2. The workday:

- a. The workday of the eight (8) hour Employee shall consist of seven and one-half (7.5) hours of work, a thirty (30) minute paid non-duty free lunch period, and two fifteen (15) minute breaks.

By mutual consent of the Employee and his/her supervisor, the workday of the eight (8) hour Employee may be extended by thirty (30) minutes, at the start or end of the day, to consist of eight (8) hours of work, a thirty (30) minute non-paid duty free lunch period, and two fifteen (15) minute breaks.

- b. The workday of the seven hour Employee shall consist of six and one-half (6.5) hours of work, a thirty (30) minute paid non-duty free lunch period, and two (2) fifteen (15) minute breaks.
- c. The workday schedule shall be as determined by the Superintendent, or his/her designee.
- d. In the event the District closes a work site, Employees assigned to work that day, at that work site, shall receive the time off with pay with no loss of accumulated vacation time. Any Employee, at that work site, who had previously arranged an absence or vacation day, shall not be charged for the day.
- e. Should a work site remain open during the Winter Recess, all two hundred fifty (250) workday Employees may utilize compensatory time, vacation time and/or unpaid leave time sufficient to assure them of not having to report to work during the Winter recess. In the event of a District emergency, it is understood that the Employees may be required to report to work.

**B. Part time**

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

**C. Work Year:**

All Employees will be employed either:

two hundred fifty (250) workdays including vacation time (*see Article XXIII*), excluding paid holidays (*see Article XXII*);

two hundred fifteen (215) workdays excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*);

two hundred five (205) workdays excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*);

two hundred ten (210) workdays excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*);

one hundred ninety-five workdays (195) excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*); or student days plus four (4) days, two (2) of which may be prior to the first teacher day up to one hundred eighty-six (186) workdays, based on the teacher work year excluding paid holidays (*see Article XXII*) and paid vacation allowance (*see Article XXIII*).

The work year is defined as follows:

**2011-2012 School Year**

186-day	August 30, 2011 through June 18, 2012
195-day	August 22, 2011 through June 20, 2012
205-day	August 15, 2011 through June 27, 2012
210-day	August 15, 2011 through June 27, 2012 plus 5 floating days (40 hours)
215-day	August 8, 2011 through June 27, 2012 plus 5 floating days (40 hours)

**2012-2013 School Year**

186-day	August 28, 2012 through June 17, 2013
195-day	August 22, 2012 through June 21, 2013
205-day	August 15, 2012 through June 28, 2013
210-day	August 15, 2012 through June 28, 2013 plus 5 floating days (40 hours)
215-day	August 8, 2012 through June 28, 2013 plus 5 floating days (40 hours)

1. Work schedules are subject to assignment by the Superintendent, or his/ her designee.
2. An Employee required to work beyond his/her regular work calendar, will be notified, in writing, of his/her annual work schedule at least sixty (60) days prior to the end of the Employee's work year.
3. The District may, at its discretion designate one-and-one-half (1 ½) unpaid Furlough Days to be taken on District snow days.

**D. Overtime And/Or Compensatory Time:**

**1. Overtime -**

Overtime which was authorized, in writing, by the immediate administrative supervisor and approved by the Superintendent, or his/her designee, shall be paid at time and a half (1.5) for all hours worked in excess of forty (40) hours in any work week.

**2. Compensatory Time -**

- a. At the Employee's discretion, compensatory time, in compliance with applicable State and Federal laws and regulations, may be chosen in lieu of overtime pay.
- b. Compensatory time shall be prearranged and earned on the same basis as overtime.
- c. Compensatory time shall be documented as it is earned. Comp time must be reported on the appropriate payroll form as it is taken or paid.
- d. Compensatory time shall be used at a time determined by the Employee, unless such time shall unduly disrupt the operations of the workplace.
- e. Compensatory time shall be taken within sixty (60) workdays of when earned.

## ARTICLE XXII

### HOLIDAYS

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

Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve Day  
New Year's Day  
Memorial Day

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

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

- C. If students are required to be in attendance on any of the above paid holidays, an exception shall be made. No day, or partial day, of student attendance shall be considered a holiday.

## ARTICLE XXIII

### VACATION

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

On July 1 of each year, all two hundred fifty (250) workday, Employees shall be credited paid vacation time, for time earned the previous year. The Employees shall be credited as follows:

- On July 1 after the date of hire:  
Pro-ration of seven (7) days (based on days worked)
- On July 1 of the second through fourth years:  
Twelve (12) days
- On July 1 of the fifth through ninth year:  
Fifteen (15) days
- On July 1 of the tenth and all subsequent years:  
Twenty (20) days

All days credited on July 1st must be taken by June 30th, the end of that fiscal year.

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

All less than two hundred fifty (250) workday Employees shall received a paid vacation allowance, added to the last pay of their work year each June. The Employees shall be paid as follows:

- |                                  |   |
|----------------------------------|---|
| First year allowance:            | Up to five (5) days* (based on days worked) |
| Second through eighth year:      | Ten (10) days                               |
| Ninth, and all subsequent years: | Fifteen (15) days                           |

\* A less than two hundred fifty (250) workday Employee employed prior to September 30th of the work year will be paid one hundred percent (100%) of the five (5) day allowance. An Employee employed after September 30th of the work year will be paid a pro-ration of the five (5) days (based on days worked divided by the number of scheduled workdays in the Employee's work year).

#### C. Less Than Full-Time Employees:

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

#### D. Changes In The Employee's Work Year:

1. An Employee changing positions, reducing his/her number of workdays from two hundred fifty (250) to less than two hundred fifty (250), shall be credited with a pro-ration of paid vacation time for time earned up to the schedule change. This paid vacation time shall be credited the next pay period after the date of the schedule change and must be taken by June 30th of the following fiscal year. (Any fraction of a day less than .5 will be

converted to paid vacation allowance. Any fraction of a day greater than .5 will be converted to one half day paid vacation time and the remainder converted to paid vacation allowance.) The Employee shall also receive a pro-ration of paid vacation allowance, added to the last pay of their work year, for days worked from the date of the schedule change through the end of the Employee's work year.

2. An Employee changing positions, increasing his/her number of workdays from less than two hundred fifty (250) to two hundred fifty (250), shall receive a pro-ration of paid vacation allowance, from the start of his/her work year, up to the date of the schedule change. This pro-ration shall be added to the last pay in June or may be converted to paid vacation time. If converted, this time must be used by June 30th of the following fiscal year. The Employee shall also be credited with a pro-ration of paid vacation time, earned from the start of the schedule change through June 30th. This paid vacation time shall be credited on July 1 and must be taken by the end of that fiscal year. (Any fraction of a day less than .5 will be converted to paid vacation allowance. Any fraction of a day greater than .5 will be converted to one half day paid vacation time and the remainder converted to paid vacation allowance.)
3. All paid vacation allowance shall be calculated at the rate at which it was earned.

## ARTICLE XXIV

### COMPENSATION

- A. The classifications and wages of secretarial, clerical, paraprofessional and technical 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 2011-2012 there will be a zero (0%) percent increase to the 2010-2011 Salary Schedule. Any employee on Steps will move up accordingly.

The Salary Schedule for Employees hired after 7/1/11 will reflect a five (5%) percent reduction from the 2010-2011 Salary Schedule.

For 2012-2013 there will be a salary re-opener with movement on Steps subject to the 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 full-time 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.

- D. When an Employee is directed to work in a higher Classification, the District will pay the Employee the higher hourly wage rate after he/she has filled such assignment for three (3) consecutive workdays or more. After being in the higher Classification for the specified period, the higher hourly wage rate shall be retroactive to the first day in the assignment.

- E. Before the first pay day of the new work year all Employees shall be given an opportunity to indicate whether they wish to be paid on a twenty-two (22) or twenty-four (24) pay schedule throughout the year as determined by the District. No changes may be made in the method of payment except in cases of emergency.



F. **Longevity:**

1. The hourly wage rate of all Employees who were employed on or before June 30, 1996, shall be increased as follows:
  - a. an additional three percent (3%) of the Employee's base hourly wage rate at the beginning of the tenth (10) year through the end of the fourteenth (14) year; or
  - b. an additional six percent (6%) of the Employee's base hourly wage rate at the beginning of the fifteenth (15) year through the end of the nineteenth (19) year; or
  - c. an additional nine percent (9%) of the Employee's base hourly wage rate at the beginning of the twentieth (20) year and continuing each employment year thereafter.
2. For members hired after July 1, 1996, the following longevity schedule will apply effective July 1, 2009:

10-14 year a flat rate of \$300

15-19 year a flat rate of \$400

20+ years a flat rate of \$500

The longevity payment will be paid in a lump sum payment on the first paycheck in December.

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

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

1. An Employee with ten (10) or more years of service in the District as a member of the bargaining unit who severs his/her employment in the District will be eligible to receive compensation for a portion of his/her accumulated paid (*sick*) leave allowance days.
2. To receive compensation, the Employee may not use more than six (6) days per year of his/her accumulated paid (*sick*) leave allowance days during five (5) of the ten (10) years preceding the severance of employment.
3. At the time of severance, an Employee with an accumulation of 170 through 188 paid (*sick*) leave allowance days will be compensated for thirty (35) of the days at a rate of \$50 per day; or

At the time of severance, an Employee with an accumulation of 150 through 168 paid (*sick*) leave allowance days will be compensated for thirty (30) of the days at a rate of \$40 per day; or

At the time of severance, an Employee with an accumulation of 130 through 148 paid (*sick*) leave allowance days will be compensated for twenty-five (25) of the days at a rate of \$30 per day.

H. **Severance Incentive:**

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

# ARTICLE 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:** For all Employees, full hospitalization and major medical protection for the Employee and his/her family under MESSA Choices PPO effective January 1, 2009
  - b. **PLAN II:** Based on the number of bargaining unit members selecting Plan II, the following monthly sum will be paid in cash or will be applied to any tax sheltered annuity plan, as designated by the Employee:

1-15 Employees:	\$100 each, per month
16-20 Employees:	\$200 each, per month
21, and above, Employees:	\$300 each, per month

If a total of sixty-five (65) bargaining unit members and members of the Novi Education Association select Plan II, the sum of \$300 per month will be provided, as indicated above, to each secretarial/clerical/paraprofessional/technical Employee.

For those bargaining unit members whose regular work schedule is less than 20 hours per week, there will be no cash paid in lieu of health insurance. Employees employed in those positions as of July 1, 2008 will be "grandparented" at their current payment.

2. The Employee and the District will share the cost of health care insurance premiums as follows:

30 - 40 hour Employees: The District will contribute eighty-five and sixty-five one-hundredths percent (85.65 %); the Employee will contribute fourteen and thirty-five one-hundredths percent (14.35%).

20 - 29 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%). For new employees hired after 7/1/11 there will be no District contribution towards health insurance.

If an Employee's normal weekly work schedule places him/her between the above categories and the Employee's schedule is one-half (1/2) hour or more, he/she will fall into the next higher category.

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 (*MESSA Choices PPO*), 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 III 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;  
Full Family

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

30 - 40 hour Employees:           the District will contribute ninety percent (90%);  
the Employee will contribute ten percent (10%).

20 - 29 hour Employees:           the District will contribute fifty percent (50%);  
the Employee will contribute fifty percent (50%).

less than 20 hour Employees: the District will contribute thirty percent (30%); the Employee will contribute seventy percent (70%). For new employees hired after 7/1/11 there will be no District contribution towards dental insurance.

If an Employee's normal weekly work schedule places him/her between the above categories and the Employee's schedule is one-half (1/2) hour or more, he/she will fall into the next higher category.

The Employee's contribution shall be through Payroll deduction.

Any Employee covered by another group dental plan shall not be eligible for the plan described above. However, the Employee shall be eligible for the standard plan of 50% coverage with no 10% incentive.

If an employee qualifies for full dental coverage, but elects not to take dental coverage, he/she will be paid a yearly sum 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. The District will contribute ninety percent (90%); the Employee will contribute ten percent (10%).

Examination	80% of R and C; once every 12 months
Regular Lenses	80% of R and C; once every 12 months
Bifocal Lenses	80% of R and C; once every 12 months
Trifocal Lenses	80% of R and C; once every 12 months
Lenticular Lenses	80% of R and C; once every 12 months
Frames	80% of R and C; once every 12 months
Contact Lenses	80% of R and C; 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 (*January 1 through December 31*). 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

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

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 a Section 125 Plan.

## ARTICLE XXVI

### NEGOTIATION PROCEDURES

- A. On or before May 1, 2011, 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 Educational Support Personnel Association, MEA/NEA, shall be printed at the expense of the District within thirty (30) days after the Agreement is signed and provided by CD, e-mail or hard copy to all current Employees, individuals hereafter employed, or individuals considered for employment, by the District.

Further, the District shall furnish twenty (20) 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. The District shall reimburse an Employee, up to a maximum of \$200 per incident, for the loss, damage, or destruction of personal property which was previously approved by the Superintendent, or his/her designee, for the Employee to use in his/her work assignment.
- G. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act.

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

## ARTICLE XXIX

### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2011, and shall continue in effect until the end of the day on June 30, 2013.

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, 2011.

#### NOVI EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

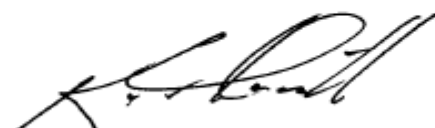
By:   
Mary Abraham, *President*



Kim Edwards, *Executive Director*

#### NOVI COMMUNITY SCHOOLS BOARD OF EDUCATION

  
Bruce Bagdady, *President*



George Kortlandt, *Secretary*

#### MEMBERS OF THE BOARD OF EDUCATION

Bruce Bagdady  
Ann Glubzinski  
George Kortlandt  
Dennis O'Connor  
Shari Lebo  
Jason Manar  
Bobbie Murphy

#### NOVI EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION BARGAINING TEAM MEMBERS

Mary Abraham  
Kim Edwards  
Diane Davies

#### NOVI COMMUNITY SCHOOLS BARGAINING TEAM MEMBERS

Gail Credit  
Robert Schram  
Donna Tinberg  
Curt Ellis



# APPENDIX A

## CLASSIFICATIONS

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

<u>Level</u>	<u>Classification</u>
<u>A-1</u>	Executive Secretary, Assistant Superintendents of Instruction/Finance
<u>A</u>	Accounting Assistant Administrative Secretary/Accounting Community Education Assistant Secretary, Principal
<u>B</u>	Accounts Payable Clerk C.A.R.E. Leader * Data Entry/Accounting Clerk Guest Employee Services Specialist Paraprofessional, Career Development * Paraprofessional, ELL * Paraprofessional, Media Services * Paraprofessional, Reading Support Paraprofessional, Special Education * Receptionist/Secretary - MS Secretary, Administrative Staff Secretary, Child Care Services Secretary, Community Education Secretary, Director of Athletics/Physical Education Secretary, Director of Curriculum/Assessment Secretary, Director of Food Service Secretary, Director of Maintenance and Operations Secretary, Director of Student Services Secretary, Director of Technology Services Secretary/Routing Specialist, Director of Transportation Secretary, Supervisor of Adult Education Secretary, Supervisor of Child Care Services Technology Support Specialist *
<u>C</u>	Receptionist/Secretary Paraprofessional, ELL Paraprofessional, Media Services Paraprofessional, Special Education Secretary, Elementary Office

D Clerk/Clerical  
Data Entry  
Receptionist/Clerical

E Clerk

\* Requires two (2) years of college and/or university credit or applies to Employees hired prior to July 1, 1998 with 5 years experience in the classification.

Level = rate of pay    Classification = job title    Position = sub. category of classification

## APPENDIX A-1

### (FOR LAYOFF/BUMPING PURPOSES ONLY)

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

<b>Level A</b>	<b>GROUPS</b>		
	<b>Secretary /Clerical</b>	<b>Technical</b>	<b>Paraprofessional</b>
	Community Education Assistant	Accounting Assistant	
	Exec. Secretary, Asst. Supt. of Instructional Services/Finance		
	Administrative Secretary/Accounting		
	Secretary, Principal		
<b>Level B</b>	<b>Secretary / Clerical</b>	<b>Technical</b>	<b>Paraprofessional</b>
	Accounts Payable Clerk	Technology Info System Operator	Paraprofessional, Career Devel.
	Data Entry / Accounting Clerk	Technology Support Specialist	Paraprofessional, ELL
	Guest Employee Services Specialist		Paraprofessional, Media Services-B
	Receptionist/Secretary - MS		Paraprofessional, Media Services-C
	Secretary, Administrative Staff		Paraprofessional, Reading Support
	Secretary, Child Care Services		Paraprofessional-B, Special Ed
	Secretary, Community Education		Paraprofessional-C, Special Ed.
	Secretary, Dir. of Athletics/Phys Ed		
	Secretary, Director of Food Service		
	Secretary, Dir. of K-12 Curr/Assessment		
	Secretary, Dir. of Mtce & Operations		
	Secretary, Dir. of Student Services		
	Secretary, Dir. of Technology		
	Secretary, Dir. of Transportation		
	Secretary, Supervisor of Adult Ed.		
	Secretary, Supervisor Child Care Serv.		
	<b>Secretary / Clerical</b>	<b>Technical</b>	<b>Paraprofessional</b>
	Receptionist/Secretary		
	Secretary, Elementary Office		
	<b>Secretary / Clerical</b>	<b>Technical</b>	<b>Paraprofessional</b>
	Clerk/Clerical		
	Data Entry		
	Receptionist/Clerical		

## APPENDIX B

### NESPA HOURLY WAGE RATE SCHEDULE #1

#### 2011-2012 Salary Schedule

*For Employees hired prior to July 1, 2011*

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$18.99	\$19.57	\$20.25	\$20.95	\$21.74	\$22.59
A	\$16.47	\$17.06	\$17.69	\$18.42	\$19.17	\$20.06
B	\$15.41	\$16.00	\$16.62	\$17.36	\$18.11	\$19.00
C	\$14.62	\$15.23	\$15.86	\$16.58	\$17.35	\$18.24
D	\$13.19	\$13.79	\$14.43	\$15.18	\$15.90	\$16.75
E	\$12.69	\$13.24	\$13.92	\$14.61	\$15.40	\$16.28

### NESPA HOURLY WAGE RATE SCHEDULE #2

#### 2011-2012 Salary Schedule

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

<u>Level</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
A-1	\$18.04	\$18.59	\$19.24	\$19.90	\$20.63	\$21.46
A	\$15.65	\$16.21	\$16.81	\$17.50	\$18.21	\$19.06
B	\$14.64	\$15.20	\$15.79	\$16.49	\$17.21	\$18.25
C	\$13.89	\$14.47	\$15.07	\$15.75	\$16.48	\$17.33
D	\$12.53	\$13.10	\$13.71	\$14.42	\$15.11	\$15.91
E	\$12.06	\$12.56	\$13.22	\$13.88	\$14.63	\$15.47

**For 2012-2013 there will be a salary re-opener with movement on steps subject to the salary re-opener.**

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**Appendix C**  
**GRIEVANCE FORM**

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

**Contract Year 20**\_\_\_\_ - **20**\_\_\_\_

***Distribution of Forms:***

- 1. Employee
- 2. Association

- 3. Administrator/Supervisor
- 4. Superintendent/Designee

- 5. School Board
- 6. Arbitrator

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

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

**LEVEL ONE**

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

**Disposition:**

---

---

---

---

**Statement of Grievance:**

---

---

---

---

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

---

---

---

**Relief Sought:**

---

---

---

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

---

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

**LEVEL TWO CONTINUED:**

**Date Written Grievance Filed with Immediate Administrative Supervisor:**

\_\_\_\_\_

**Disposition of Immediate Administrative Supervisor:**

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

**Signature of Immediate Administrative Supervisor:** \_\_\_\_\_

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

**Position of Grievant and/or Association:**

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

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

**LEVEL THREE**

**Date Written Grievance Filed with Superintendent/Designee:** \_\_\_\_\_

**Disposition of Superintendent 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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## APPENDIX D

### VACATION TIME/ALLOWANCE CHART

ON JULY 1 <sup>st</sup> AFTER	250-DAY EMPLOYEE TIME	LESS THAN 250- DAY EMPLOYEE ALLOWANCE
Year 1	7.0 Days prorated	5.0 Days prorated
Year 2	12.0 Days	10.0 Days
Year 3	12.0 Days	10.0 Days
Year 4	12.0 Days	10.0 Days
Year 5	15.0 Days	10.0 Days
Year 6	15.0 Days	10.0 Days
Year 7	15.0 Days	10.0 Days
Year 8	15.0 Days	10.0 Days
Year 9	15.0 Days	15.0 Days
Year 10	20.0 Days	15.0 Days
Year 11	20.0 Days	15.0 Days
Year 12	20.0 Days	15.0 Days
Year 13	20.0 Days	15.0 Days
Year 14	20.0 Days	15.0 Days
Year 15	20.0 Days	15.0 Days
Year 16	20.0 Days	15.0 Days
Year 17	20.0 Days	15.0 Days
Year 18	20.0 Days	15.0 Days
Year 19	20.0 Days	15.0 Days
Year 20	20.0 Days	15.0 Days
Beyond 20 Years	20.0 Days	15.0 Days

**Vacation time/allowance is *pro-rated* for less than full-time Employees**

## LETTER(S) OF UNDERSTANDING

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

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

### **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.

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

***THE TEACHERS' WORK  
CALENDAR IS NOT SUBJECT TO  
NEGOTIATIONS BY THE NOVI  
EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION***

# Novi Community Schools

## 2011-2012 SCHOOL YEAR

Tuesday	August 30	All Staff report/Professional Development Day
Wednesday	August 31	Workday
Thursday	September 1	Professional Development Day
Friday	September 2	Labor Day Recess – school calendar staff does not report
Monday	September 5	Labor Day
Tuesday	September 6	Start of school for students
Wednesday	September 28	Late start for students – Staff Professional Development
Tuesday	November 8	Teacher Comp Day (no students)
Wednesday	November 9	Late start for students – Staff Professional Development
Thursday	November 24	Thanksgiving
Friday	November 25	Thanksgiving Break
Wednesday	December 7	Late start for students – Staff Professional Development
Monday	December 19	Winter Break begins
Tuesday	January 3	Classes resume
Monday	January 16	Martin Luther King Day (no teachers/students)
Friday	January 27	K-6 Professional Development Day (no students) 7-12 Records Day (no students)
Friday	February 24	Break Day
Tuesday	March 6	K-6 Records Day (no students) 7-12 Professional Development Day (no students)
Wednesday	March 14	Late start for students – Staff Professional Development
Monday	April 2	Spring break begins
Monday	April 9	Classes resume
Wednesday	May 16	Late start for students – Staff Professional Development
Monday	May 28	Memorial Day
Thursday	June 14	Students last day
Friday	June 15	Records Day (no students)
Monday	June 18	Teacher Comp Day (no students)

179 Pupil-Instructional Days and 187 Teacher Workdays

## 2011-2012 CALENDAR

<u>2011</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2012</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>
<i>July</i>					1		<i>Jan</i>	2]	3	4	5	6
	4	5	6	7	8			9	10	11	12	13
	11	12	13	14	15			[16]	17	18	19	20
0 Tch.	18	19	20	21	22		20 Tch.	23	24	25	26	27▼
0 Stud.	25	26	27	28	29		19 Stud.	30	31			
<i>Aug</i>	1	2	3	4	5		<i>Feb</i>			1	2	3
	8	9	10	11	12			6	7	8	9	10
	15	16	17	18	19			13	14	15	16	17
2 Tch.	22	23	24	25	26		20 Tch.	20	21	22	23	[24]
0 Stud.	29	(30)	31*				20 Stud.	27	28	29		
<i>Sept</i>				(1)	[2		<i>Mar</i>				1	2
	5]	6	7	8	9			5	6●	7	8	9
	12	13	14	15	16			12	13	14^	15	16
20 Tch.	19	20	21	22	23		22 Tch.	19	20	21	22	23
19 Stud.	26	27	28^	29	30		21 Stud.	26	27	28	29	30
<i>Oct</i>	3	4	5	6	7		<i>April</i>	[2	3	4	5	6]
	10	11	12	13	14			9	10	11	12	13
	17	18	19	20	21			16	17	18	19	20
21 Tch.	24	25	26	27	28		16 Tch.	23	24	25	26	27
21 Stud.	31						16 Stud.	30				
<i>Nov</i>		1	2	3	4		<i>May</i>		1	2	3	4
	7	8+	9^	10	11			7	8	9	10	11
	14	15	16	18	19			14	15	16^	17	18
20 Tch.	21	22	23	[24	25]		22 Tch.	21	22	23	24	25
19 Stud.	28	29	30				22 Stud.	[28]	29	30	31	
<i>Dec</i>				1	2		<i>June</i>					1
	5	6	7^	8	9			4	5	6	7	8
	12	13	14	15	16			11	12	13	14	{15}
12 Tch.	[19	20	21	22	23		12 Tch.	18+	19	20	21	22
12 Stud.	26	27	28	29	30		10 Stud.	25	26	27	28	29

179 Pupil-Instructional Days and 187 Teacher Work Days

- ( ) Professional Development Day, No Students
- ^ Professional Development Day, Late Start Students
- \* Teacher Work Day
- [ ] Recess/Holiday, No School
- + Teacher Compensatory Day
- ▼ K-6 Professional Development Day, 7-12 Records Day
- K-6 Records Day/7-12 Professional Development Day
- { } Records Day

## 2012-2013 SCHOOL YEAR

Tuesday	August 28	All Staff report/Professional Development Day
Wednesday	August 29	Workday
Thursday	August 30	Professional Development Day
Friday	August 31	Labor Day Recess – school calendar staff does not report
Monday	September 3	Labor Day
Tuesday	September 4	Start of school for students
Wednesday	September 26	Late start for students – Staff Professional Development
Tuesday	November 6	Teacher Comp Day (no students)
Wednesday	November 7	Late start for students – Staff Professional Development
Wednesday	November 21	Thanksgiving Break Begins
Monday	November 26	Classes Resume
Wednesday	December 5	Late start for students – Staff Professional Development
Monday	December 24	Winter Break begins
Thursday	January 3	Classes resume
Monday	January 21	Martin Luther King Day (no teachers/students)
Friday	January 25	K-6 Professional Development Day (no students) 7-12 Records Day (no students)
Thursday	February 21	Mid-Winter Break Begins
Monday	February 25	Classes Resume
Tuesday	March 5	K-6 Records Day (no students) 7-12 Professional Development Day (no students)
Wednesday	March 13	Late start for students – Staff Professional Development
Friday	March 29	Spring break begins
Monday	April 8	Classes resume
Wednesday	May 15	Late start for students – Staff Professional Development
Monday	May 27	Memorial Day
Thursday	June 13	Students last day
Friday	June 14	Records Day (no students)
Monday	June 17	Teacher Comp Day (no students)

179 Pupil-Instructional Days and 187 Teacher Workdays

## 2012-2013 CALENDAR

<u>2012</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>T</u>	<u>F</u>		<u>2013</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>		1	2]	3	4
	9	10	11	12	13			7	8	9	10	11
	16	17	18	19	20			14	15	16	17	18
0 Tch.	23	24	25	26	27		20 Tch.	[21]	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	15
3 Tch.	20	21	22	23	24		18 Tch.	18	19	20	[21	22]
0 Stud.	27	(28)	29*	(30)	[31		18 Stud.	25	26	27	28	
<b>Sept</b>	3]	4	5	6	7		<b>Mar</b>					1
	10	11	12	13	14			4	5●	6	7	8
	17	18	19	20	21			11	12	13^	14	15
19 Tch.	24	25	26^	27	28		20 Tch.	18	19	20	21	22
19 Stud.							19 Stud.	25	26	27	28	[29
<b>Oct</b>	1	2	3	4	5		<b>April</b>	1	2	3	4	5]
	8	9	10	11	12			8	9	10	11	12
	15	16	17	18	19			15	16	17	18	19
23 Tch.	22	23	24	25	26		17 Tch.	22	23	24	25	26
23 Stud.	29	30	31				17 Stud.	29	30			
<b>Nov</b>				1	2		<b>May</b>			1	2	3
	5	6+	7^	8	9			6	7	8	9	10
	12	13	14	15	16			13	14	15^	16	17
19 Tch.	19	20	[21	22	23]		22 Tch.	20	21	22	23	27
18 Stud.	26	27	28	29	30		22 Stud.	[27]	28	29	30	31
<b>Dec</b>	3	4	5^	6	7		<b>June</b>	3	4	5	6	7
	10	11	12	13	14			10	11	12	13	{14}
	17	18	19	20	21			17+	18	19	20	21
15 Tch.	[24	25	26	27	28		11 Tch.	24	25	26	27	28
15 Stud.	31						9 Stud.					

179 Pupil-Instructional Days and 187 Teacher Work Days

- ( ) Professional Development Day, No Students
- ^ Professional Development Day, Late Start Students
- \* Teacher Work Day
- [ ] Recess/Holiday, No School
- + Teacher Compensatory Day
- ▼ K-6 Professional Development Day, 7-12 Records Day
- K-6 Records Day/7-12 Professional Development Day
- { } Records Day



# Index

AAA .....	10	Compensatory Time.....	13, 17, 41
Abortion.....	18	Confidential .....	9, 35
Absence Policies .....	15	Constitutional Right.....	5, 12
Adoption .....	18	Cost of Health Care Coverage .....	48
Agency Shop .....	7	Days, Grievance.....	9
Altered or Modified .....	1	Death In .....	15
American Arbitration Association .....	10	Death Of .....	17, 30
Anniversary Date .....	45	Deduction of Dues.....	7
APPENDIX A.....	45, 54, 56	Dental Care Insurance .....	48, 49
APPENDIX B .....	45, 57	Deposit of Funds .....	13
Appendix C.....	59	Discharge.....	11, 14, 21, 25, 35
Arbitration.....	10, 34	Disciplinary Action .....	35
Arbitrator.....	10, 11, 17, 34	Discipline.....	12, 14, 21, 35
Assault .....	12, 13	Discriminate Against .....	5, 8, 12
Assault and/or Battery.....	12, 13	Distribution of Agreement.....	51
Assignment .....	4, 24, 32, 37, 38, 41, 45, 52	Distribution of Master Agreement.....	51
Association Business .....	6	District Funds.....	13
Association President .....	6, 35, 64	District Request, Physical Examination.....	14
Association Representative.....	64	District Request, Psychological Examination	14
Association Rights.....	5	District, Term Defined .....	1
Association, Term Defined.....	1	District-Association Meetings.....	52
Association-District Meetings.....	52	Dual Coverage, Health Care Coverage .....	48
Attendance Incentive Bonus .....	16, 17	Dues .....	7
Bargaining Unit .....	3, 5, 24, 28, 36, 64	Duration of Agreement .....	53
Bargaining Unit Defined .....	3	Emergency, Personal Business .....	16
Bargaining Unit Member.....	6, 47, 64	Employee Absence Form.....	18
Bargaining Unit Position .....	45	Employee Corps Leave.....	31
Battery.....	12, 13	Employee Data List.....	24
Board of Education .....	3, 4, 5, 6, 8, 10, 29, 31, 51	Employee Health Certification.....	14
Board, Term Defined .....	1	Employee Personnel File .....	14
Break Period.....	17	Employee Rights.....	12
Break, School.....	16, 18	Employee, Term Defined .....	3
Building Facilities .....	52	Employer, Term Defined.....	1
C.A.R.E. ....	24, 42	Employment Status .....	21
C.A.R.E., Seniority.....	24	Evaluation .....	11, 21
Calendar Days .....	9	Evaluation Procedure .....	11
Calendar, Annual .....	67, 69, 71	Evaluation, Association Notification .....	23
Cash, Option to Health Coverage .....	47	Evaluation, By.....	23
Certified Mail.....	7, 28	Evaluation, Copy of .....	23
Change of Program(s), Involvement in .....	64	Evaluation, Employee.....	23
Changed Programs .....	64	Evaluation, Frequency .....	23
Chart, Vacation Allowance .....	63	Evaluation, Less Than Satisfactory .....	23
Chart, Vacation Time .....	63	Evaluation, Permanent Status Employee .....	23
Child Care Leave.....	29, 30	Evaluation, Probationary Status Employee .....	21
Childbearing .....	18	Evaluation, Remediation .....	23
Citizenship, Rights of.....	12	Evaluation, Restriction.....	23
Civic Obligation.....	17	Evaluation, Review Conference .....	23
Classification.....	5, 24, 34, 35, 36, 37, 38, 45	Evaluation, Specific Recommendation(s).....	23
Classification, Levels.....	54	Evaluation, Timeline .....	23
Clean Working Conditions .....	13	Exclusive Bargaining Representative .....	3
Compensation.....	45	Experience, Appendix B Placement.....	45

Extension of Leave .....	29, 30, 32	Medical Leave.....	29
Extension Of Leave .....	32	Medical, Proof of .....	18
Extenuating Circumstances .....	15	Medication Policy .....	13
Family Illness .....	15	<b>MERC</b> .....	51
Family Medical Leave.....	30	Michigan Employment Relations Commission	
Fraudulent Information.....	14	.....	51
Fraudulent Material .....	14	Mileage Rate.....	13
Full-Time .....	15, 21, 24, 28, 45, 47	Military Leave.....	31
Full-Time Status.....	15, 21, 24, 28	Miscarriage.....	18, 30
Full-Time Status, Defined .....	21	Miscellaneous Provisions .....	52
Full-Time, Defined .....	15, 24, 28	Negligence.....	13
Full-Time, Employment.....	45, 47	Negotiation Procedures.....	51
Full-Time, Less Than.....	15	New Position.....	34, 37
Grievance.....	5, 9, 10, 11, 12, 21, 25	New Program(s), Involvement in.....	64
Grievance Form .....	11, 59	New Programs .....	64
Grievance Procedure.....	9, 25, 35, 50	No Strike.....	52
Harassment .....	12	Notice of Vacancy.....	36
Hazardous Working Conditions .....	13	Notification of Absence .....	18
Health Care Insurance .....	47, 48, 50	Notification of Vacancy .....	36
Health Leave .....	29	Novi Student Code of Conduct .....	12
Holidays .....	42	Option To Health Coverage, Cash.....	47
Hotline, Employment .....	36	Option To Health Coverage, Cash.....	47
Hourly Wage Rate.....	5, 24, 32, 34, 37, 45, 46	Option To Health Coverage, <b>TSA</b> .....	47
Hourly Wage Rate Schedule.....	30, 33, 45, 57	Other Leaves .....	32
Hours of Work.....	12, 48, 49	Overtime.....	41
Illness Leave.....	29	Paid Holidays .....	16, 18, 42
Immediate Administrative Supervisor	9, 10, 13, 16, 23	Parking Facilities .....	52
Immediate Family .....	15, 17	Pay For Unused Sick Leave Allowance.....	46
Immediate Family, Defined .....	15	Pay Schedule.....	45
Implementation of Changed Programs .....	64	Payroll Deduction .....	7, 13, 48, 49
Implementation of New Programs .....	64	Peace Corps Leave .....	31
Individual Contract.....	52	<b>PERA</b> .....	2, 5, 12, 51
Insurance Authorization Forms .....	50	Permanent Status Employee .....	21, 23, 35
Insurance Disputes.....	50	Personal Business .....	15, 16, 18
Insurance Premiums .....	50	Personal Business Day .....	16
Insurance Protection .....	47	Personal Business Days Pro-rated.....	15
Jury Duty .....	17	Personal Illness .....	15
Just Cause .....	12, 35	Personnel File.....	14
Layoff .....	25, 28, 32	Physician's Examination.....	14, 18, 29
Layoff and Recall.....	26	Physician's Recommendation .....	29, 30
Leave of Absence Without Pay.....	29	Physician's Statement .....	18
Leaves of Absence .....	29	Posting of.....	28, 36, 37
Leaves With Restrictions .....	31	Posting Period.....	36
Leaves, Similar Employment.....	33	Posting, Length of .....	36
Legal Proceedings .....	17	Posting, Open for.....	36
Legal Rights.....	5, 12, 31	Powers of the Arbitrator.....	10
Less than Full-Time.....	24	Preface.....	1
Less Than Full-Time.....	15, 63	Pregnancy .....	18
Letter(s) of Understanding.....	64	Printing of Agreement .....	51
Liable For Losses .....	13, 50	Probationary Period.....	21
Life Insurance .....	50	Probationary Status Employee .....	10, 21
Longevity.....	24, 46	Promotions .....	36, 37, 38
Lunch Period.....	17	Public Employment Relations Act .....	2, 5, 12
Marriage of.....	16	Public Office Leave .....	31
Maximum Reimbursement .....	13	Purpose, Grievance Procedure .....	9
		Qualified.....	28, 30, 32, 33, 36

R and C Defined .....	50	Temporary Position Change .....	37
Recall 25, 28, 31, 32		Termination.....	7, 8, 34, 46
Recall Notice .....	28	Termination of .....	8, 10, 12, 28, 50
Recess, School .....	16, 18	Termination of Employment.....	34
Recognition .....	3	Testify .....	17
Recognition Defined .....	3	Time Limit, Grievance .....	9, 10, 11
Recognition, Excluded From Unit.....	3	Transfers.....	36, 37, 38
Reimburse For.....	13, 52	Transfers, Involuntary .....	37
Reimbursement Maximum .....	13	Transfers, Voluntary .....	37
Religious Holiday, Observance .....	16, 17	TSA, Option to Health Coverage .....	47
Representation, Right to .....	9, 11	Unexcused Absence .....	18
Reprimand.....	35	Unsafe Working Conditions .....	13
Resignation.....	15, 30, 32, 34	Vacancy.....	28, 36, 37, 38
Retirement.....	24	Vacancy, Association Notified.....	36
Return from Leave .....	29, 30, 31, 32, 33	Vacancy, Filling of.....	36
Revised Position .....	34	Vacancy, Summer Notification.....	36
Right to .....	4, 5, 6, 7, 12, 14, 16, 21, 29	Vacation Allowance .....	13, 16, 24, 43, 63
Right to Use.....	5	<i>Vacation Allowance Chart</i> .....	63
Rights of the Board.....	4	Vacation Time .....	13, 16, 43, 63
Seniority.....	21, 24, 25, 28, 30, 31, 32, 33, 36	<i>Vacation Time Chart</i> .....	63
Seniority Date .....	24	Vacation, School .....	18
Seniority List .....	24	Vision Care Insurance.....	49
Seniority, C.A.R.E.....	24	Voluntary Layoff Leave.....	31, 32
Seniority, Defined.....	24, 28	Weekly Work Schedule .....	48, 49
Service Fee.....	7, 8	Work Calendar .....	41
Severance Incentive.....	46	Work Day .....	13, 17, 42
Severance of Employment.....	46	Work Days.....	5, 16, 18, 21, 24, 25, 28, 35, 36, 37, 40, 42, 45
Sexual Harassment.....	12	Work Days, 187 to 189 .....	40
Sick Leave Allowance .....	6, 13, 15, 16, 17, 18, 46	Work Days, 195.....	16
Sick Leave Allowance, <i>Pro-rated</i> .....	15	Work Days, 205.....	16, 40
Sick Leave Bank.....	19	Work Days, 215.....	40
Signatories .....	1	Work Days, 250.....	16, 40, 42, 45
Significantly Changed Programs .....	64	Work Hours .....	16, 48, 49
Similar Employment, Leaves .....	33	Work Schedule.....	21, 39, 41
Site-Based Committees .....	64	Work Year .7, 8, 15, 16, 17, 24, 29, 30, 32, 33, 40, 41, 42, 45, 48, 50	
Site-Based Committees, Representation.....	64	Work Year, Formerly 40 Weeks.....	40
Slowdown.....	52	Work Year, Formerly 42 Weeks.....	16
Still-birth.....	30	Work Year, Formerly 44 Weeks.....	16, 40
Strike 52		Work Year, Formerly 46 Weeks.....	40
Sub-Contract Services .....	28	Work Year, Formerly 52 Weeks.....	16, 40, 42, 45
Suit Against Employee .....	13	Work Year, Less Than.....	42
Supersede .....	1	Workdays .....	21, 26, 27, 41, 43, 44
Suspension .....	12, 35	Worker's Compensation .....	17
Temperature, Comfortable.....	13	Written Mutual Agreement .....	11
Temporary Hourly Wage Rate .....	34	Written Mutual Consent.....	1
Temporary Physical Disability .....	18		
Temporary Physical Disability, Employee.....	15		
Temporary Position.....	34		