

AGREEMENT

BETWEEN THE

NOVI COMMUNITY SCHOOL DISTRICT

AND

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS**

LOCAL 324-A,B,C,D,G,H, P,S, RA - AFL-CIO

**Transportation
Bargaining Unit**



January 1, 2012 - June 30, 2014

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AGREEMENT

This Agreement entered into this first 1st day of July 2012 between the Novi Community School District (hereinafter referred to as the "Employer" or "Board"), and the International Union of Operating Engineers, Local 324-A,B,C,D,G,H, P,S, RA - AFL-CIO (hereinafter referred to as the "Union"), Transportation Unit

ARTICLE 1

RECOGNITION

The Employer recognizes the International Union of Operating Engineers, Local 324- A,B,C,D,G,H, P.S. - AFL-CIO, as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment or other conditions of employment for the entire term of this Agreement for all Transportation Employees in the Novi Community School District excluding the Transportation Director, Dispatcher, Mechanic, Mechanic Helper, Routing Specialist, and substitutes.

ARTICLE 2

MANAGEMENT RIGHTS

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the District.
 2. Continue its rights, policies, and practices of assignment and directions of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement, and the right to establish, modify or change any work or business of school hours or days.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work or duties to Employees, determine the size of the work force and to lay-off Employees, but no conflict with the provisions of this Agreement.

4. Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of Employees including physical conditions.
7. Determine the number and location or relocation of its facilities, including the establishment or relocations of new school buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings or other facilities.
8. Determine the placement of operations, production, service maintenance or distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from Employees as specifically provided for in this Agreement.

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

- B. Notwithstanding any provision of this Agreement, the Board shall have the right to take whatever steps may be necessary in order to comply with the Americans With Disabilities Act (ADA) and other similar state or federal legislation. It is understood and agreed that such steps will be taken in consultation and agreement with the Union. In the event any provision of this Agreement or application of this Agreement conflicts with the ADA or similar state or federal legislation, the legislation shall prevail. In the event of a claim by Union alleging that this provision has been misinterpreted or misapplied, this provision shall be interpreted in a manner consistent with the purposes underlying the ADA and other similar state and federal legislation.
- C. Notwithstanding any provisions of this Agreement, the Employer shall have the right to take whatever steps may be necessary in order to comply with any and all state or federal legislation. Nothing contained in the Agreement shall be construed to limit directly, or indirectly, the Board's management rights under the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail.

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

ARTICLE 3

EMPLOYEE RIGHTS

- A. The Union and its members shall have the right to use the school building facilities outside of school hours, according to District policy, for Union business.
- B. Bulletin boards, school equipment and other District established media of communication, with the exception of the District's internal mail system, shall be made available to the Union and the Union shall be responsible for proper operation of all such equipment.
- C. The Board agrees to furnish to the Union, in response to reasonable requests from time to time, all regularly available information concerning the financial resources of the District, allocations and such other public information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the members of the bargaining unit.
- D. The Union shall receive once a year a report of all Employees covered under this Agreement stating name, classification, step, date of hire, and the number of weeks worked each year. Every effort will be made to compile this report by February 1 each year. The Union shall receive all Board of Education meeting Agenda and Minutes of its meetings.
- E. Members of the bargaining unit shall have the right to review the contents of their personnel file, excluding letters of recommendation and employment credentials, and to have a representative of the Union accompany them in such a review. They shall have the right to file a written reply to any evaluative or disciplinary report placed in their file.
- F. All material placed in an Employee's personnel file must bear the date and have affixed the signature of the writer and the proper identification as to the source. The Employee shall be provided the opportunity to sign this material to indicate awareness and not necessarily agreement.
- G. The Employee alone, or with the Union Representative, shall, upon request, be allowed to make copies of material from his/her files. The Employer shall, at its discretion, charge the Employee a nominal fee per page.
- H. Any material relating to reprimands or suspensions dated three (3) years before the date of the personnel file review by the Employee may be removed by the Employee with notification to the Employer.
- I. Employees shall be entitled to full rights of citizenship and no religious or political activities of any Employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of each Employee as long as such religious or political activities are not carried on in the school setting during the Employee's hours of work.
- J. Any case of assault and/or battery upon an Employee on District property shall be promptly reported to the Board. The Board will provide legal counsel, if, in the reasonable opinion of the Board it becomes necessary, to advise the Employee of his/her rights and obligations in connection with handling of the assault and/or battery by law enforcement and judicial authorities. The obligation to provide legal counsel to advise the employee shall be limited to a single consultation during which the employee's rights and obligations can be reviewed and discussed.
 - 1. Should the Employee suffer any loss, damage or destruction of clothing or personal property as a result of an assault and/or battery while on duty on District property, the District will

reimburse the Employee excluding any areas under insurance coverage for any loss up to a maximum of \$200 per incident.

2. In case of an alleged physical attack on an Employee by a student, both the Employee and the administrator will utilize the procedure advocated by the Novi Student Code of Conduct to remedy the situation.
 3. If an employee is required to meet with his/her attorney, police, or judicial authorities, or attend court proceedings as a result of an assault and/or battery upon the employee by a student, the employee will be provided with paid leave to do so and shall not be changed for such leave.
- K. The Board shall exert every effort consistent with the available facilities and resources to maintain buildings at a comfortable temperature and in a clean, safe and healthful manner.
- L. The Employer will take measures in order to prevent or eliminate any hazards which the Employees may encounter at their place of work in accordance with the provisions of OSHA and MIOSHA.
- M. The representatives of the Union shall, at all times, be present when an Employee is being reprimanded or disciplined, unless the employee specifically requests that the Union not be present.

ARTICLE 4

NON-DISCRIMINATION

- A. The Union will continue to represent all Employees without discrimination on the basis of race, creed, color, national origin, sex, or marital status, and will represent all Employees equally without regard to membership or participation in or association with the activities of any Employee organization. The Board agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, gender, handicap, marital status or membership or participation in, or association with the activities of, any Employee organization.
- B. The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, gender, age or national origin, marital status or handicap. In agreement with the Union, where gender is a bona fide occupational qualification, it shall not constitute a violation of this provision to consider an employee's gender in such situations.

ARTICLE 5

BULLETIN BOARDS

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

1. notices of recreational and social events;
2. notices of elections;
3. notices of results of elections;
4. notices of meetings.

ARTICLE 6

STEWARDS

- A. Employees may be represented by one (1) Chief Steward and designated Assistant Steward whose identity shall promptly be made known to the Employer.
- B. The Steward may investigate and present grievances to the Employer.
- C. All new Employees shall be introduced to the Chief Steward during the first week of employment. The Chief Steward shall be supplied with the following information: name, address, classification, job location and shift assignment.
- D. The Steward and Alternate will be granted one (1) day off with pay per year for Steward Training. Every effort will be made not to have both employees off on the same day.

ARTICLE 7

SENIORITY

- ~~A.~~ New Employees hired in the unit shall be considered as probationary Employees for the first 30 work days of their active employment. The probationary period shall be accumulated within not more than one (1) twelve (12) month period. When an Employee completes the probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed. The new employee shall be eligible for benefits under Article 27 after the first 30 day probationary period. There shall be no seniority among probationary Employees. The probationary period may be extended for 30 driving days upon the recommendation by administration.
- B. The Union shall represent probationary Employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement. The Employer shall have the right to discharge and discipline probationary Employees and the action is not subject to appeal or grievance.
- C. Employees shall be laid-off or recalled according to their seniority in their classification. An Employee on scheduled lay-off shall have the right to displace a lesser seniority Employee who is in a lower classification provided the senior Employee is qualified to hold the position held by the lesser seniority Employee.

ARTICLE 8

SENIORITY LISTS

- A. Seniority shall not be affected by the race, gender, handicap, marital status, or dependents of the Employee.
- B. The seniority list on the date of this Agreement will show the names and job titles of all Employees of the unit entitled to seniority and the pertinent dates for determination of system and classification seniority.
- C. The Employer will keep the seniority list up to date at all times and will make it available to the local Union and/or Council Office upon reasonable request.

ARTICLE 9

LOSS OF SENIORITY

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

- A. He/she quits;
- B. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this Agreement;
- C. He/she is absent for three (3) consecutive working days without notifying the Employer unless such absence is beyond his/her control; (such absence results in automatic discharge and the Employer will send written notification to the Employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority);
- D. He/she does not return to work when recalled from lay-off as set forth in the recall procedure;
- E. Failure to return from leave of absence without notification to Employer will be treated the same as (C) above;
- F. He/she retires.

ARTICLE 10

LAY-OFF

- A. Lay-off means a reduction in the working force.
- B. If a lay-off becomes necessary, the following procedure shall be followed:
 - 1. Probationary Employees will be laid-off first.
 - 2. Non-probationary Employees will be laid-off according to seniority as defined in Article VII,C.

C. Notice of lay-off and bumping shall be as follows:

1. Employees to be laid-off for an indefinite period of time by the Employer will have at least three (3) weeks notice of lay-off.
2. If the laid-off Employee desires to bump another Employee in a lower classification, he/she must advise the Assistant Superintendent within two (2) working days after receipt of Notice of Lay-Off which less senior Employee is to be bumped pursuant to Article VII, C.
3. The bumped Employee shall be given two (2) working days written notice of his/her lay-off by reason of bumping.
4. An Employee bumping a less senior Employee shall have twenty (20) working days to establish that he/she is qualified to perform the job of the bumped Employee.
5. When the identity of Employees to be laid-off or bumped has been determined, the financial Secretary of Local 324-A,B,C,D,G,H, P,S,RA - AFL-CIO shall be advised promptly.

ARTICLE 11

RECALL PROCEDURE

When the working force is increased after a lay-off, Employees will be recalled in a reverse order as that outlined in Article VII. Notice of recall shall be sent to the Employee and the Union at his/her last known address by registered or certified mail. If an Employee fails to report for work within ten (10) working days from date of mailing of notice of recall, this shall constitute the employee's resignation from employment and automatic termination of his/her employment relationship with the Employer.

ARTICLE 12

VACANCIES

Unless a vacancy is filled through the recall of a laid off employee, vacancies shall be posted in a conspicuous place in the Transportation Center for at least one (1) week prior to filling such vacancies, provided however, that vacancies may be filled on a temporary basis during the posting period. In the event the Employer determines to fill such vacancy, notice shall be posted within ten (10) working days after the vacancy occurs. A vacancy shall be defined as a position that needs to be replaced and will be vacant prior to April 1.

ARTICLE 13

VETERANS

Veterans will be re-employed in accordance with applicable law.

ARTICLE 14

DEFINITIONS

- A. A **full time driver** shall be one who is employed for the school year and who drives the hours he/she is scheduled to drive which shall be a minimum of five (5) hours per day.

The Board agrees not to reduce any runs in existence as of 7-1-96 so as to have the effect of reducing existing employees (those employed as of 7-1-96) below the five hour limit as status for qualifying as a full-time driver.

- B. A **regular day/regular run** shall consist of a high school run, a middle school run and an elementary run, or any combination thereof; and shall be no less than three (3) hours total. If, in the event the Employer is unable to put together a regular day consisting of at least three (3) hours, then it shall be the prerogative of the Employer to utilize Kindergarten runs, Oakland Technical Center-SouthWest Campus runs, late runs and/or all other extra runs to schedule a regular day run of at least three (3) hours. The assignment of all other extra runs shall be as provided in "C" below.
- C. All **extra runs** shall be bid on or assigned on the basis of seniority, except when a driver turns down the extra run.
- D. A **field trip** is any trip that is not defined as a regular run or an extra run.
- E. A **special event** is a school event such as an Open House or Meet & Greet. If transportation staff is needed for one of those events, the Director may assign those staff who regularly serve that building.
- F. **Bus Repair, Drop-offs, and Pickups** will be made by the mechanics, the Director, or by available drivers. Sub drivers will only be used when regular drivers are not available.
- G. **Kindergarten and Late Run Teammate Drivers:**
All extra run teammate drivers will be familiar with the extra run and students assigned to the run. The regular extra run driver will be able to bid on field trips that occur during their extra run. If the extra run is vacated by the regular driver for more than six (6) consecutive days, the teammate driver will not be required to take the vacated run. If for some reason neither the regular driver nor the teammate drivers is available, the run will be posted.
- I. **Trip Board:** AM special trips of 5.25 hours or greater shall be included on the trip
- J. **Down Time:** That period of time when a driver is not driving during a trip after students are dropped off and prior to student pickup.

ARTICLE 15

FIELD TRIPS

- A. All field trips shall be authorized by the Superintendent, or his/her designee, one (1) week in advance and posted in the Transportation Center immediately following authorization, if at all possible.
- B. Field trips shall be bid on or assigned on a continual year round basis for regular drivers. If a driver declines a field trip, he/she shall be passed by on the rotation list.
- C. Rules governing field trips will be published and posted. These rules shall not be modified except by mutual agreement between the parties.
- D. Field trips shall be cancelled if the Transportation Director considers roads after consultation with driver and legal authorities, to be hazardous.
- E. Field trips shall not be made unless supervised by a teacher-sponsor or other adult as designated by the Building Principal. Occasional exceptions may be made upon approval of the Transportation Director when another adult is not available.
- F. In the event a driver shows up for a field trip and has not been notified that the trip is cancelled, he/she will be entitled to one (1) hour pay. When a weekend trip is scheduled for three (3) hours or more, but actually turns out to be less than three (3) hours, the driver will be paid for three (3) hours.
- G. If trips are cancelled by the sponsor, the sponsor shall immediately notify the driver and the driver shall not lose any forfeited regular time in order that the field trip might have been taken.
- H. On extended trips (over two (2) hours) drivers may stop for a ten (10) minute rest period every hour.
- I. Provisions will be made for gas and oil; emergency services and supplies when drivers are on field trips.
- J. Drivers shall periodically check their bus while waiting on field trips. The bus shall be warmed up and ready for reloading after the event.
- K. If a driver calls in sick for any portion of a day on the day of or the day before a Field Trip, that driver will lose the Field Trip scheduled for that day or the next day.
- L. In the event the Employer schedules an overnight field trip, the following shall be in effect:
 - 1. The Employer shall pay all costs incurred by the driver for room and meals; an estimate of these costs shall be determined by the Employer prior to the field trip and an advance provided.
 - 2. The driver shall be paid for actual time spent driving on the day to the destination and on the day returning from the destination.

3. Multiple Day Trips:

First day of a multiple day trip:

The driver will be paid for up to eight (8) hours of wait time plus driving time. If driving time exceeds 8 hours, the driver will be paid for all driving time hours. Weekday wait time will be paid at the driver's straight time rate. Saturday and Sunday wait time will be paid at time-and-a-half and double time, respectively. Wait time hours do not count towards driving time for overtime pay purposes.

Middle day(s) of a trip:

The driver will be paid for 8 hours which includes driving time and waiting time. If driving time exceeds eight (8) hours, the driver will be paid for those hours. Weekday wait time will be paid at the driver's straight time rate. Saturday and Sunday wait time will be paid at time-and-a-half and double time, respectively. Wait time hours do not count towards driving time for overtime pay purposes.

Return day from a multiple day trip:

The driver will be paid for up to eight (8) hours of wait time plus driving time. If driving time exceeds 8 hours, the driver will be paid for all driving time hours. Weekday wait time will be paid at the driver's straight time rate. Saturday and Sunday wait time will be paid at time-and-a-half and double time, respectively. Wait time hours do not count towards driving time for overtime pay purposes.

4. On overnight trips drivers shall not be required to act as student chaperones and, if possible, drivers will be provided sleeping accommodations apart from the students.

ARTICLE 16

NEW JOBS

- A. The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.
- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request, in writing, the Employer to negotiate the classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the classification and/or rate of pay, the issue may be submitted to Arbitration. The Arbitrator shall render his/her decision based solely upon the final position of either of the parties. When a new classification has been assigned a permanent rate of pay, temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through arbitration, the classification shall be added to and become a part of this Agreement.

ARTICLE 17

DUES CHECK-OFF

- A. Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, terminate their membership in the Union or, in the alternative, pay a fee as herein established.
- B. The parties acknowledge that PA 53 of 2011 prohibits dues collection, however the parties recognize Federal District Court enjoined enforcement of the new statute. Once the legal issue is resolved the parties agree to meet and confer about the impact on the agreement.

The authorized deduction of dues or fees shall be made from a regular paycheck each month. With respect to all sums deducted by the Board of Education pursuant to authorization of the Employee for membership dues, the Board agrees promptly to remit to the Union the amount deducted accompanied by an alphabetical list of Employees for whom such deductions have been made, and indicating any changes in personnel from the list previously furnished. The Union agrees promptly to advise the Board of all members of the Union in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board. C. Employees in the bargaining unit shall, on or before the ninetieth (90th) day following either the beginning of their employment or the execution of the collective bargaining Agreement, whichever is later, as a condition of employment or of continued employment, either:

- 1. Become members of the Union, or
- 2. Pay to the Union a service fee equal to the dues of the Union, less any amounts not permitted by law.

In the event that an Employee shall not pay such fees or dues to the Union or authorize payment through payroll deduction, the Board shall cause the termination of the Employee.

- C. In the event an Employee shall not pay the required amount as scheduled:
 - 1. The Union shall notify the Employee of non-compliance. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise such Employee that a request for discharge may be filed with the Board in the event that compliance is not affected.
 - 2. If the Employee fails to comply, the Union may file charges, in writing, with the Board and may request termination of the Employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges
 - 3. The Board, upon receipt of said charge and request for termination, shall conduct a hearing thereon. In the event of compliance at any time prior to discharge, charges will be withdrawn. The Union in the processing of charges, agrees not to discriminate between or among various persons who may have refused to pay the fees.
- D. In the event that any claim is made or any action is brought against the Board in a court of law or before any administrative agency or tribunal because of the Board's agreement to or compliance with this Article, the Union agrees to and shall defend such claim or action, at its own expense and through its own legal counsel; provided that the Board shall:
 - 1. Give timely notice to Union of such claim or action; and
 - 2. Give full and complete cooperation to the Union 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.

The Union further agrees that as to any such claim or action so defended by it, or relative to which it was given timely notice and an opportunity to defend, it will indemnify and hold harmless the Board 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 or administrative agency or tribunal, as the consequence of the Board's agreeing to or complying with this Article.

- E. Upon appropriate written authorization from the Employee, the Board shall deduct from the salary of any Employee and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Union and the Board.
- F. The Union will indemnify and save harmless the Employer, its Board of Education, individual members of the Board of Education, both past and present, and the Employer's administrative employees and agents, both past and present for all sums improperly checked off and remitted to the Union.

ARTICLE 18

COMPENSATION

- A. Employees shall receive paychecks every two (2) weeks during month worked. The Employer shall make every effort to assure Employees of the utilization of uniform payroll procedures. When the Employer deems it necessary to change the present payroll procedures, he/she will notify both the Union and the Employees at least thirty (30) calendar days prior to the implementation of any procedural change. The wage scale shall be as noted in Appendix B (*Currently the pay period runs from Thursday through Wednesday*).
- B. Employees will be paid for up to one (1) hour pay down-time when they are scheduled to take a trip that starts within one (1) hour of the end of their regular AM & PM run schedule.
- C. Employees will be paid one (1) hour for attendance on bid day.
- D. Transportation Department related business calls made on a driver's personal cell phone will be reimbursed upon documentation provided to the Director.
- E. An Employee who qualifies for retirement under the State of Michigan MIP or Basic Retirement Plan, has a minimum of ten (10) years of service with the Novi Community School District (per the anniversary date of hire), and has accumulated 100 days or more in their sick leave allowance bank, will be paid:
 - \$60 per day for each day over 100 if they have 100 to 120 days in their bank*
 - \$70 per day for each day over 100 if they have 121 to 150 days in their bank*
 - \$80 per day for each day over 100 if they have 151 to 185 days in their bank*
- F. Down Time shall be paid at the rate of \$10.00 per hour.
- G. Driving Time shall be paid to the nearest quarter hour.

ARTICLE 19
PAYROLL DEDUCTIONS

The Employer agrees to deduct from the salaries of Employees when voluntarily authorized in writing by each Employee:

1. Direct Deposit
2. Purchase Retirement Service Credit
3. Credit Union Monies
4. Other such deductions that the Employer makes available

Individual authorization forms shall be furnished by the appropriate organization involved and, when executed, filed individually or cooperatively with the Business Office in the manner prescribed by the Business Office. The Employer agrees to disburse these deductions for the purposes intended. All procedures for these payroll deductions shall be established by the Assistant Superintendent.

ARTICLE 20
NORMAL HOURS OF EMPLOYMENT - REGULAR SCHOOL YEAR

- A. Drivers shall be paid for actual hours worked in transporting students to and from school, authorized field trips, extra runs and shuttle runs. However, in circumstances where schools schedule a take-home of students for reasons other than a scheduled half-day for all schools, drivers shall be paid an additional one-half (1/2) hour pay. In circumstances where an unscheduled take-home of students is necessitated, drivers shall be compensated one (1) hour of pay. Any field trip or extra run of less than one (1) hour driving time, that is not connected to a regular run, will be compensated (1) hour of pay.
- B. Drivers shall be paid in addition to A above, for time spent in taking buses for repairs and for waiting time connected with said repairs.
- C. Drivers shall be paid for time spent on maps, routes and student list as directed and approved by the Transportation Director.
- D. ~~One (1) hour per week, at the regular hourly rate, shall be added to the driver's time, for each regular driver, to compensate for cleaning the inside of the bus.~~
- E. A regular day's pay at the regular hourly rate shall be paid for each occurrence when school is closed because of inclement weather. Drivers shall work and shall not be paid for any school days rescheduled for days lost to inclement weather.
- F. The driver shall be paid thirty (30) minutes per day (20 minutes in am, 10 minutes pm) for Employer required inspection, bus washing, gassing, oiling, warming engines, cleaning windows, tires and mirrors.
- G. Drivers are required to wash buses. Buses shall be washed when necessary but no more than once per week or less than once per month. The Transportation Director shall decide on bus washes other than the once a week and no less than once a month. Weather and road conditions shall be the determining factor.

- H. In the event the Employer requires each driver to, once a year, hose down and/or otherwise thoroughly wash the complete interior surfaces of their bus, they shall be paid up to three (3) hours at their regular hourly rate.
- I. Clean-up time after field trips may be added to driving time and listed accordingly on the trip time sheet.
- J. The Transportation Director shall assign all regular day runs including field education on the basis of ability, past performance and seniority. A driver with less service in the employ of the Board shall not be assigned a regular day run unless his/her qualifications shall be determined to be substantially superior. In the event the senior driver shall not be given the regular day run request, reasons for the denial shall be given to the Employee in writing.
- K. It is expressly understood that, as a requirement, the special education driver shall either enroll and successfully complete a special education driver's class or have previously successfully completed said class, if available.
- L. An attempt shall be made to establish equal driving time insofar as it is possible.
- M. Runs shall be selected prior to the start of school. If by the third Monday in September any run is changed by 30 minutes, or more, that run shall be reposted, or another bid session held. All assigned runs shall be considered permanent after the first four (4) weeks and new runs shall be assigned temporarily until the end of the school year. Every attempt shall be made to formulate all Kindergarten, OTC-SW and late runs prior to the beginning of the school year. Drivers shall be able to select these runs as per Article XV, C.
- N. If any run passes completely through the seniority twice and apparently is unacceptable by all the drivers, then it will be assigned by the Transportation Director to the person last hired by the Employer. However, the Transportation Director may use his/her discretion in omitting drivers with one (1) or more extra runs.
- O. If a run of a senior driver is terminated after the run has been made permanent, he/she shall be able to bump the last driver hired.
- P. Vacated regular and extra runs created by a driver leaving the bargaining unit will be posted separately and may be bid upon by, and awarded according to seniority within the bargaining unit, provided:
 - 1. It represents an increase in hours
 - 2. It does not constitute a lateral move creating a bumping situation
 - 3. A driver shall be entitled to be awarded only one (1) extra run
 - 4. It does not create a regular daily overtime situation. Exceptions may be made by mutual agreement between the parties.

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

- Q. Drivers are expected to be familiar with the operation of all transportation equipment, including specialized equipment required for students with disabilities.
- R. District will provide at least a one week notice for any mandatory meetings scheduled on a professional staff development day during the school year.

- S. Drivers, when subbing for transportation assistants, will receive their driving rate of pay when subbing during the regular school year.

ARTICLE 21

OVERTIME

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

ARTICLE 22

HOLIDAYS

- A. If the full time employee works a full day on a regular scheduled run on the first scheduled day before the holiday and the first scheduled day after the holiday, the driver shall be paid for the holiday at the regular daily rate.
- B. All full-time Employees shall be entitled to be paid for the following holidays if they fall within their normal work year. Authorized holidays are:

All full-time Employees shall be entitled to be paid for the following holidays.

1. Thanksgiving Day
2. New Year's Day
3. Christmas Eve Day
4. Christmas Day
5. New Year's Eve Day

Employee must be actively at work the day before and after to qualify for the holiday.

- C. If the holiday falls on Sunday, Monday shall be the paid holiday. If the holiday falls on Saturday, Friday shall be the paid holiday, unless such day is already a holiday and then the additional holiday will be determined by management.
- D. An exception to the above shall be made if school were in session on the aforementioned days. In such case this shall not imply a double pay situation.
- E. If a driver is required to drive on the above holidays, they shall be paid double time, except as provided in XXIII, D.
- F. An employee using documented death-in-the-immediate family days, or who is on documented sick leave extending over 30 calendar days, may use days from their sick bank to compensate for loss of holiday pay when the holiday falls within the absence period.

ARTICLE 23

LEAVE PLAN

A. A non-probationary driver shall receive attendance incentive pay as follows:

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

Attendance incentive pay shall be granted three (3) times during the school year. For this purpose the school year shall be divided into thirds.

Leave days granted under Article XXIV, B, 5, b, 2 or Article XXV - JURY DUTY shall not be considered as absences in determining attendance incentive pay.

B. Leave With Pay

1. The parties agree that abuses which defeat the purpose for which the leave exists are violative of the standards of the Union and are intolerable to the public responsibility reposed in the Board of Education. Personal leave time with pay will be granted to the Employee at the rate of fifteen (15) days per year. Leave time will be prorated to the date of termination or resignation..
2. Unused personal leave time shall be accumulated to a total of 185 days, during the school year, to be known as a paid leave bank. The paid leave bank is in addition to B, 1, above. Employees may use up to two (2) personal days on District PSD days when no Transportation Department PSD is scheduled, provided the Employee has not used more than three (3) paid or unpaid days during the current school year.
3. Unless included in their pay stub, each member of the bargaining unit will be provided a statement of available leave time by the 15th of September, each year, which shall include any previously accumulated leave time and the advance leave time credited for the current year.
4. Leave time with pay will be granted and deducted from leave bank for personal illness, injury, death in immediate family, personal business. In addition to accumulated bank limitations, the following time limits shall prevail:
 - a. Personal illness and/or injury - Leave time with pay shall be granted to the Employee for the number of days the Employee is required to stay home due to illness or injury to a maximum of the full amount available in the Employee's accumulated leave bank at the time the illness or injury occurs.
 - b. Specific annual limitations on use of personal leave days shall be as follows:
 - 1) Critical illness of member of immediate family may be granted up to five (5) days.
 - 2) Death in immediate family may be granted up to three (3) days for any occurrence with no limitation as to number of occurrences. Additional leave time may be requested for funeral leave if necessary. Additional leave time will be deducted from the personal leave bank.

- 3) For the marriage of Employee, son or daughter, one (1) day may be granted if within 200 miles; if over 200 miles up to three (3) days may be granted depending on distance.
 - 4) Other personal business - up to four (4) days. Other personal business leave may be granted for personal or private business, provided such leave is necessary, if for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours. It is understood by both parties that personal business days are not intended for pleasure and/or vacation
 - 5) Up to three (3) days per year may be used for religious holiday observances.
5. Criteria for fulfilling requirements of participating in personal leave with pay:
- a. Personal illness and injury - Employees who are absent due to illness or injury shall call the Transportation Center at least 30 minutes before the start of their run.
 - 1) The Board, at its own expense, may require an examination, performed by a Board designated physician, of a person whose injury or sickness is the basis of a claim for personal leave or the claim for leave benefits. If upon such examination it appears the person is not sick or injured, all personal leave with pay benefits for such person shall be terminated forthwith. Further, any person falsely claiming illness or injury in order to receive personal leave shall have all such benefits terminated forthwith.
 - 2) The employee shall provide medical certification for illness upon request of the employer or for absences expecting to last 3 consecutive days or more because of illness or injury. Upon his/her return and before resuming his/her duties, the absent employee shall furnish the administrator in charge of personnel with a statement signed by a competent physician indicating the nature of the illness or injury and a certification of fitness for the Employee to resume his or her normal duties.
 - 3) An Employee will not be permitted to return to work without a note from a physician stating that he/she is able to perform the duties of his/her job in a manner that is not unsafe to the Employee or the students.
 - 4) In cases where an Employee is absent from employment by reason of an injury compensable under the Worker's compensation Act, such Employee shall be paid the daily amount which would be normally earned minus the amount of daily compensation received under the Act. Upon written request from the Employee, paid leave days in such cases shall be deducted from the Employee's leave time bank in proportion to the daily amount paid by the district.
 - 5) When an Employee resumes duties following an absence, the Employee shall complete and sign an Employee Absence Report Form the first full day of employment following an absence. Failure to do so shall cause the Employee to lose his/her "leave" rights with pay. The Employee Absence Report Form shall be obtained from and returned to the Transportation Director.
 - b. Critical illness or death in immediate family or other personal business, description and the requirements:

- 1) Immediate family includes spouse, children, grandchildren, father, mother, grandparents, brother, sister, father-in-law and mother-in-law of the Employee. Individual adjustments may be made by the Assistant Superintendent to cover specific and unusual circumstances.
- 2) Critical illness of a member of the immediate family that shall require care, attention, and presence of the Employee.
- 3) Other personal business leave may be granted for personal or private business, provided such leave is necessary, if for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during school hours.
- 4) Personal business leave will not be granted in the first or last weeks of the school year or within three (3) days prior to or following a vacation period. No more than two employees per day may be off for personal business reasons unless approved by the Supervisor.
- 5) All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the unit administrator. Except in cases where extreme circumstances prevent, approval of the Employee request for personal business leave must be obtained from the unit administrator and the Assistant Superintendent in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for denial, in which event the Employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval or disapproval.
- 6) In unusual cases involving particularly private or confidential circumstances, the unit administrator and Assistant Superintendent may act on the basis of a verbal rather than a written statement of circumstances. However, the request for personal business leave shall be in writing.
- 7) Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.

C. Leaves of Absence Without Pay

1. Employees shall not take an unpaid Leave of Absence for the purpose of seeking other similar employment.
2. Seniority does not accrue while on an unpaid leave
3. **Health Leave** - Personnel may be granted a health leave when his/her health or the health of a member of the immediate family, which shall be interpreted as father, mother, husband, wife, child, sister, brother, father-in-law, mother-in-law, or dependent of the immediate household residence, warrants it, after one (1) year of service, and up to a maximum of one (1) year plus an unfinished year, at the end of which leave, the personnel must either return or resign unless a special extension is recommended by the Superintendent, or his/her designee. When the health of a person or that of the member of his/her immediate family, as defined above, permits his/her return, he/she shall so request the Superintendent, or his/her designee, in writing and submit a statement from a physician certifying his/her fitness to return.

4. **Personal Leave** - An Employee, full-time, with at least one (1) year of regular driver service, may request a personal leave of absence without pay, not to exceed two (2) weeks duration. He/she shall so request to the Superintendent, or his/her designee, in writing, clearly stating the reason at least four (4) weeks in advance. Such request shall not be in conflict with any other section of this Agreement. The above time limits may be waived by the Superintendent. Confirmation or denial of request shall be given in writing fifteen (15) days before requested date of leave.
5. **Child Care Leave**
 - a. A request for Child Care Leave shall be made in writing by the Employee. Request for a Child Care Leave must be made at least one (1) month prior to the start of the leave. A Child Care Leave, without pay or fringe benefits may be granted to an employee for a period of up to one (1) year
 - b. Employees on a Child Care Leave must give written notice to the Superintendent, or his/her designee, by March 15, of the year the leave expires, of their intention to return.
 - c. Increment credit for salary purposes shall not be allowed in this type of leave.
 - d. The maximum length of a Child Care Leave is limited to one (1) full school year following the birth of the child. Return to duty will be requested by the Employee, in writing, to the Human Resources Department and be supported by the attending physician's certification of the Employee's ability to resume her assigned duties. The Employee will then be considered first on the list of candidates when a position is open requiring a person with her qualifications. Driver shall return with full seniority.
 - e. An Employee who suffers a still-birth or the death of any child for whom she was granted a child care leave, may, upon approval of the Assistant Superintendent, be returned to service after appropriate medical certification by her attending physician and/or the school physician.
6. **Family and Medical Leave Act (FMLA)**
 - a. Pursuant to the Family and Medical Leave Act (FMLA, as amended, an employee with more than one (1) year of experience, and who works at least 1250 hours per year, shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:
 - 1) Birth, adoption, or foster care placement of an employee's child;
 - 2) Serious health condition of an employee's spouse, child, or parent;
 - 3) The employee's own serious health condition.
 - b. Upon return from such leave, the employee shall be placed in his/her original position. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the FMLA at a time which minimizes disruption to the continuity of educational programming and service delivery and consistent with the provisions of the act and its regulations.
 - c. The Board of Education will continue premium payments for health care benefits for up to twelve (12) weeks for an employee who has been granted a leave for his/her own

illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due to the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.

- d. The employee may first use accrued paid leave pursuant to the terms and conditions of Section B above. The remainder of any leave time will be unpaid.
- e. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
- f. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The Superintendent shall also have the right to have the employee examined by a physician of the District's selection at District expense.

7. Return from Leave Without Pay

- a. An employee on leave who wishes to resume employment with the District at the beginning of the work year, or at the beginning of the second semester, shall notify the Assistant Superintendent of Human Resources, in writing, no later than March 15 for the start of the work year and November 15th for the second half of the work year of the date he/she plans to return to work. If the employee does not request to return to work by the deadlines, or if they fail to return to work when scheduled, they shall be considered to have resigned their employment with the Novi Community Schools.
- b. An employee returning from a leave of absence without pay for an immediate family member shall be reinstated in the same or equivalent position for which he/she is qualified, providing a position is vacant and available.
- c. Upon return from a leave of absence without pay (excluding FMLA and Personal Leave With Pay), the Employee shall be placed on the Salary Schedule (Appendix B) step and retain the seniority status for which he/she was eligible when he/she left for the leave.
- d. An employee returning from a leave of absence without pay shall be reinstated in the same or equivalent position for which he/she is qualified, providing a position is available.
- e. The employee returning from leave has no rights to a vacant position until more senior members in the bargaining unit have had the opportunity to bid on that position.
- f. If the employee is recalled from leave to a vacant position either in person, or by mail to their last known address, he/she has ten (10) days to return to that position. If the employee does not return, he/she loses any rights to any further positions and will be considered to have resigned their position with the Novi Community Schools
- g. If the employee desires to return to work and no position is available, the employee will continue on a month-to-month leave status until such time as there is a position available.

ARTICLE 24

JURY DUTY

In situations arising from the calling of an Employee for jury duty or subpoenaed as a witness as a result of a ticket being issued to a citizen involved in a bus incident, the Employee and the administrator in charge of personnel shall arrange a schedule of necessary leave and the Employee shall be paid the difference between the salary paid as a juror and that being paid by the Employer. In no case shall the combined salary be greater than the salary paid by the Employer.

ARTICLE 25

SPECIAL CONDITIONS RELATING TO WAGE SCALE

- A. Drivers hired on/or before December 31 of any school year will be placed on Step 1 of the Salary Schedule and will move to Step 2 on July 1 of the next school year.
- B. Drivers hired and assigned to a regular run on/or after January 1 of any school year will be placed on Step 1 and will move to Step 2 at the completion of the next full school year.
- C. Drivers shall be paid their regular hourly rate for required attendance at bus driver training school. In the event that any required State testing is re-implemented, the driver shall be paid their regular hourly rate.
- D. The Employer shall pay the cost of the required 1) CDL license, with Class 3 Endorsement, and 2) the state required physical in accordance with Federal DOT and MDE Transportation rules. Required physical exams will be provided through a designated medical facility determined by the Employer.
- E. All annual raises and continued employment are subject to the completion of state bus driver training school requirements.
- F. In the event a "double trip" is scheduled and the teacher sponsor directs the driver not to return for the pickup return, the driver shall be paid the same amount for the return trip as the drop trip.

In those instances in which the Employer schedules a "double trip" the driver shall be paid three (3) hours or actual driving time, whichever is greater.

ARTICLE 26

SUMMER DRIVING

- A. Drivers do not regularly work during the summer months. However, whenever summer driving is available, qualified drivers from the bargaining unit who indicate their availability will be used. Assignment will be according to Article XXI, Sections J-P.
- B. Those drivers selected as per A, above for regular summer driving shall also drive all extracurricular field trips associated with their particular summer school program.
- C. When field trips become available during the summer months, drivers who indicate their availability as per A, above shall be assigned to drive those trips on a seniority rotation basis. The summer seniority rotation list shall continue from the last day of school.
- D. Drivers who are assigned to a regular summer school run shall not be available for summer field trips unless no regular driver is available.
- E. All summer driving runs will be posted by the end of the school year at one (1) time but no later than June 15.
- F. Drivers voluntarily working as a transportation assistant will be paid at the top transportation assistant pay step.

ARTICLE 27

MEDICAL COVERAGES AND OTHER FRINGE BENEFITS

- A. The Board agrees to provide for each full time (between 5 and 8 hours/day) eligible Employee who requests such protection by filing the proper authorization form, health care benefits and after successful completion of the probationary period. Such benefits shall be available in accordance with PA 152 and board of education policy under the following categories:
 - 1. Single
 - 2. Subscriber and Spouse
 - 3. Family Subscriber
- B. The Board shall select the insurance carrier
 - 1. For those employees hired prior to January 1, 2010: For the life of this contract the Board will provide a health care plan comparable to BCN10 with a \$500/\$1000 deductible, 80%/20% coinsurance and \$10/\$40 Rx.
 - 2. Those employees hired on or after January 1, 2010 will be provided with a health care plan. Single only coverage will be allowed in accordance with PA 152. The employee will pay fifty percent (50%) of the difference in premium for two-person or family coverage plus the PA 152 and board of education policy.

C. **Cash-In-Lieu of Health**

Effective January 1, 2010 there shall be no cash-in-lieu of health payments. An employee who is taking cash-in-lieu of health as of December, 2009, may not elect to take BC/BS PPO 500 if they have any insurance coverage through a spouse.

D. **Dual Coverage:**

The parties agree that dual coverage of hospital/medical insurance is prohibited. Employees who are covered by another employer's (i.e., spouse's employer) hospital/medical plan which is at least comparable to that provided by the Board (AETNA Open Choices PPO) shall not be eligible for the Board provided hospital/medical coverage.

Employees who are discovered to have provided false certification shall immediately be removed from the Board's hospital/medical coverage program and shall not be eligible for the option to health provisions for the remainder of the fiscal year.

The Board shall pay such monthly premiums to provide coverage commencing the first of the month after the date of hire for new enrollees. Upon termination of employment during the school year, the Board shall not provide insurance protection past the termination date.

- E. Commencement and duration of benefits and amount and nature of benefits will be governed by the terms of the group insurance policy and the rules and regulations of the carrier. All bargaining unit members desiring the above outlined medical coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth.

F. **Life Insurance:**

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

H. **Dental Insurance:**

The Board shall select the insurance carrier and shall make available to each eligible Employee requesting the protection a dental care insurance plan. Such plan will provide a benefit level based upon whether the employee has coverage from another source or not. If the employee has no other dental the coverage shall be for Preventative Services (Class I) and Restorative Services (Class II) 100% and 50% for Major Services (Class III).

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 (COB) of 50% coverage.

All Employees desiring the above outlined insurance coverages shall bear full responsibility for applying for same and completing necessary forms for same. The Board's only responsibility shall be for payment of premiums as above set forth. Such protection shall be available under the following categories: 1) Single, 2) Two Person, 3) Family.

The Board shall provide a cash-in-lieu of dental benefits for those employees eligible to receive dental benefits under Paragraph I, below, but choose not to do so. The yearly cash option, payable

in January, shall be \$75 for single, \$150 for two-person or \$225 for family.

- I. Dental, vision and life insurance benefits shall be limited to full-time drivers.
- J. The Board shall select the insurance carrier and shall make available to the Employee and their eligible dependents requesting the protection a vision plan with the benefits as described in APPENDIX A. (i.e. 80% coverage of reasonable and customary - one time benefit per year, sixty four dollars (\$64.00) limit on contact lens.) SEE APPENDIX A - VISION PROGRAM.
- K. The Board shall select the insurance carrier and provide Employees the right, at their own expense, through payroll deduction a disability insurance protection plan.
- 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.
- M. An employee's health insurance premium will be paid by the Board of education after sick days have expired, or would have expired had the employee used all of the days available, should the employee be so sick or injured as to be unable to return to work. The conditions governing the eligibility of an employee for this benefit and the extent of the benefit are as follows:
 - a. An employee must have been with the School District and in the bargaining unit for at least one year.
 - b. Payment of this benefit for the employee will be according to the following schedule:
 - 1. For an employee who has been with the District for one year but not exceeding two years, the Board of Education will pay the health insurance premium for one month beyond Family Medical Leave time.
 - 2. For an employee who has been with the District for two years but not exceeding three years, the Board of Education will pay the health insurance premium for three months.
 - 3. For an employee who has been with the district for three or more years, the Board of Education will pay the health insurance premium for four months.
 - c. An employee who receives this full benefit and returns to work must remain actively employed for one year before he/she shall again be eligible for this benefit.
 - d. If the employee is unable to return to work, the Board reserves the right to have the employee's disability confirmed by a Board selected physician.

ARTICLE 28

JURISDICTION

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

ARTICLE 29

BENEFITS

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

ARTICLE 30

DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

- A. Notice of discharge or suspension - The Employer agrees upon the discharge or suspension of a non-probationary Employee to promptly notify the Union and Steward in writing. Discipline and discharge shall be only for good and sufficient reason.
- B. The discharged or suspended non-probationary Employee will be allowed to discuss his/her discharge or suspension with the Steward and the Employer will make available an area where he/she may do so before he/she is required to leave the property of the Employer. Upon request, whenever possible, the Employer or his/her designated representative will discuss the discharge or suspension with the Employee and the President or his/her designated Union Representative. If not resolved at this meeting, it can then be appealed in writing to the Superintendent, or his/her designee. The Superintendent, or his/her designee, will review the discharge or suspension and give his/her answer in writing within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter may be processed through the grievance procedure beginning with STEP 4.
- C. If a valid complaint has been made against an employee, the employee will be notified in a timely manner of the investigation of the complaint. If the employee is to be disciplined, disciplinary action will be taken within five (5) days of the completion of the investigation.

ARTICLE 31

GRIEVANCE PROCEDURE

- A. A grievance is a complaint by a bargaining unit Employee, or by the Union on its own behalf, concerning 1) any alleged violation of this Agreement; or 2) any disciplinary action.
1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent.
 2. For purposes of this Article, the term "working days" shall be defined to mean days when the School District's business office is open.

B. Informal Conference

The Employee shall within five (5) working days of the alleged occurrence discuss his/her problem informally with his/her supervisor.

C. All grievances must be handled by the following procedure:

Step 1

If the problem is not resolved in the informal conference it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the Employee and the Steward and presented to the Transportation Director within ten (10) working days following the decision reached at Section B of this procedure. (Informal Conference)

Within ten (10) working days after receiving the written grievance, the Transportation Director shall communicate his/her decision in writing, together with the supporting reasons, to the Employee and the Steward.

Step 2

Within ten (10) working days after delivery of the Transportation Director's decision the grievance may be appealed to the Superintendent, or his/her designated representative, by the Employee and the Steward. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within ten (10) working days after delivery of the appeal, the Superintendent, or his/her designee, shall investigate the grievance and shall communicate his/her decision in writing together with the supporting reasons to the Employee, Steward and to the Transportation Director. As a part of his/her investigation, the Superintendent, or his/her designee, may give an opportunity to be heard to the aggrieved Employee and the Union.

Step 3

Within five (5) working days after the delivery of the Superintendent's decision, the grievance may be appealed to the Board of Education by the Employee and Union Representative. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based, and shall be accompanied by copies of previous decision. Within fifteen (15) working days

after delivery of the appeal, the Board shall give the Employee and Union Representative the opportunity to be heard. The Board shall render its decision in writing together with the supporting reasons within twenty (20) working days after the delivery of the appeal.

Step 4

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

D. Powers of the Arbitrator - It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation of the specific Articles and Sections of this Agreement.

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

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

E. Time Limits - Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next Step of the procedure within the time which would have been allotted had the decision been given. Failure to file a grievance within the time specified shall bar the grievance. Failure to file an appeal to a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended in any specific instance by mutual agreement in writing. Any Employee desiring an extension of time in any of the above procedures must give proof that he/she had no knowledge of the grievance.

- F. Notification to Union - Compliance with the provisions set forth above concerning notification to the Union on dispositions of individually processed grievances shall be deemed to satisfy the requirements of that portion of Section II of the Public Employment Relations Act (Act 336 of 1947, as amended) which provides that the bargaining representative shall be given "opportunity to be present" at adjustments of such individually processed grievances.
- G. If a grievance arises from an alleged action of authority higher than the Transportation Director, the grievance may be originally presented at the appropriate Step of the grievance procedure.
- H. Withdrawal of Grievance - A grievance may be withdrawn at any step without prejudice or record. However, if the grievance effects a group of Employees, the Union may process the grievance at the appropriate Step.
- I. Hearings and conferences called by the Employer or arbitrator and held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. When such hearings and conferences are held during the working day, all Employees whose presence is required shall be excused for that purpose.

ARTICLE 32

NO STRIKE

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

ARTICLE 33

MAINTENANCE OF CONDITIONS

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

ARTICLE 34

RESPONSIBILITIES

- A. The Superintendent, or his/her designee, shall insure that the transportation service is operated in accordance with the Department of Education Bulletin No. 431, and the policies of the Board of Education.
- B. The following factors should be considered in determining the need of pupil transportation:
 1. The time required to walk to and from school or to bus routes.

2. Weather and road conditions.
 3. Traffic hazards.
 4. Age, health and physical condition of the child. Under normal conditions, elementary pupils can be expected to walk a half (1/2) mile and high school pupils one (1) mile to the bus routes. No state allowance is given for the transportation of non-handicapped pupils who live within one (1) mile and a half (1/2) of the school they attend.
- C. Drivers shall not put any student off a bus other than at school or his/her regular stop, except in an emergency and under the direction of the transportation supervisor or his/her designee.
 - D. Any student may be suspended from riding the bus, with the approval of his/her principal and/or the Superintendent, or his/her designee. Any student who has been suspended from riding the bus shall be reinstated on the bus only by written approval of the principal and/or the Superintendent, or his/her designee. Bus drivers shall be informed by the principal and/or Superintendent, or his/her designee, of all disciplinary and reinstatement action concerning student bus problems.
 - E. All drivers shall be hired and/or released with the approval of the Superintendent, or his/her designee.
 - F. All school hours and routes shall be approved by the Superintendent or his/her designee.
 - G. Drivers shall be at their bus when students are loading. The normal place of duty shall be in the driver's seat or adjacent to the entry door.
 - H. The Superintendent's Office shall publish and distribute each school year the student bus responsibilities and/or procedures for disciplinary action.
 - I. After consulting with the drivers, responsibility for locating, determining and etc., of each bus stop and run shall rest solely with the Employer. However, the Employer will consult with each driver prior to making a change of stops or the run. If, during the school year, the driver believes a stop or run should be changed for any reason, the driver shall notify the Transportation Director in writing. In all instances, the final decision shall be the responsibility of the Employer.
 - J. When run sheets are finalized in the beginning of the year, drivers shall be provided a copy of same. Drivers shall keep said run sheets in a place provided in the Transportation Center and on their bus and shall be responsible to keep them up-to-date according to information provided them by the Transportation Director.
 - K. The Employer shall select and provide, without cost, to each driver a Spring and Winter bus driver's jacket to be worn by the driver during his/her driving time. The Spring jacket shall be selected in September and the Winter jacket in June. The Employer shall not be required to provide more than one (1) Spring jacket or Winter jacket every two (2) years. Drivers shall keep jackets clean and in good repair and at their own expense. The Employer shall decide on replacement.
 - L. The Assistant Superintendent and/or the Director of Transportation shall meet with a committee designated by the Steward, for the purpose of discussing mutual problems on an as needed basis. The Steward of the Union shall be responsible for the arrangements of said meetings.
 - M. The Board of Education will make every attempt consistent with available funds, vehicles, facilities and personnel to maintain a student load on each bus consistent with Michigan Department of Education recommendations.

- N. Drivers shall not be required to work under unsafe or hazardous conditions.
- O. To the extent permitted by law and that the information is available to the Employer, the district shall inform transportation personnel of identified unique individual characteristics of students relevant to behavioral handling techniques, health alerts and other inherent characteristics which might occur or manifest themselves during the students use of district transportation services.

ARTICLE 35

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

ARTICLE 36

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2014.
- B. If either party desires to modify or change this Agreement it shall, ninety (90) calendar days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. 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.
- D. The effective date of this Agreement is July 1, 2012.

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

NOVI COMMUNITY SCHOOL DISTRICT

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 324-A,B,C,D,G,H, P,S,RA – AFL-CIO

Bruce Bagdady, President

Business Manager

Bobbie Murphy, Secretary

President

Recording-Corresponding Secretary

MEMBERS OF THE BOARD OF EDUCATION

Bruce Bagdady
Bobbie Murphy
George Kortlandt
Jason Manar

Dennis O'Connor
Ann Glubzinski
Shari Lebo

**Novi Community Schools
Bargaining Team Members**

Bonnie Lobert
Steve Barr
Cindy Valentine

**I.U.O.E.
Bargaining Team Members**

Jim Arini
Susan Coolman
Debbie Jennings-Miner

APPENDIX A

VISION PROGRAM

APPENDIX A

The district has right to determine vendor for vision. Vision plan will not be a lower plan than defined in the 2011 contract.

| | | |
|------|--------------------|-------------------------------------|
| I. | Examination: | 80% of R&C one time every 12 months |
| II. | Regular Lenses: | 80% of R&C one time every 12 months |
| III. | Bifocal Lenses: | 80% of R&C one time every 12 months |
| IV. | Trifocal Lenses: | 80% of R&C one time every 12 months |
| V. | Lenticular Lenses: | 80% of R&C one time every 12 months |
| VI. | Frames | 80% of R&C one time every 12 months |
| VII. | Contact Lenses: | 80% of R&C one time every 12 months |

Under the program in either of these instances:

1. following cataract surgery; or,
2. when visual acuity cannot be corrected to 20/70 in the better eye except by their use.

If you choose contact lenses in lieu of glasses available under this Program, an allowance of \$64.00 will be made toward their cost.

Examination, frames and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photo-gray lenses, or contact lenses) will be provided once in a twelve (12) month policy year (July 1 to June 30 of the following year) for each eligible member of the family.

R&C = Reasonable and Customary charges.

APPENDIX B

SALARY SCHEDULE

A \$430.00 off-schedule payment will be made in January 2013 after ratification, for those covered by this agreement as of July 1, 2012 and actively working at time of the payment in January 2013.

| |
|-----------------------------------|
| <i>Bus Driver Salary Schedule</i> |
|-----------------------------------|

January 1, 2012 – June 30, 2014

| | |
|--------|---------|
| Step 1 | \$12.80 |
| Step 2 | \$13.30 |
| Step 3 | \$14.09 |
| Step 4 | \$15.16 |
| Step 5 | \$16.39 |

| |
|---|
| <i>Transportation Assistant Salary Schedule</i> |
|---|

July 1, 2012

| | |
|--------|---------|
| Step 1 | \$ 9.98 |
| Step 2 | \$10.43 |
| Step 3 | \$10.91 |
| Step 4 | \$11.36 |
| Step 5 | \$11.83 |

All employees will be paid through direct deposit.

Longevity

There is no longevity for Transportation Assistants or Drivers as of January 1, 2010.

APPENDIX C

Contract Provisions Relative to Transportation Assistants

Article 1 - Recognition

After Mechanic Helper in the last line, add to the exclusions “Transportation Assistants working less than 25 hours per week”

Article 7 - Seniority

New “B” - The probationary period for Transportation Assistants shall be 60 work days. Employees in the Transportation Assistant classification shall accumulate seniority in their own classification only and shall not use their seniority for any other purpose.

Change existing “B” to “C” and existing “C” to “D”.

Article 10 - Layoff

Add B, 3, Layoff and bumping shall be within Classification only.

Wage Scale

See Appendix B:

Article 14 - Definitions

Add to Section A: A full-time transportation assistant shall be one who is employed for the school year and who works at least 25 hours per week.

Article 20 - Normal Hours of Employment

Under “Q” change “drivers” to “transportation employees”

Add Section “R”: Other than the provisions noted in “Q” above, none of the provisions of this Article of the Agreement shall apply to transportation assistants.

Article 21 - Overtime

Add Section C: Transportation Assistants shall be paid overtime as per the provisions of the Fair Labor Standards Act.

Article 22 - Holidays

Section A: Change “driver” in second line to “employee”

Section B: Add “Holidays for Transportation Assistants”

1. New Year’s Day
2. Memorial Day (removed 1/10/10)
3. Fourth of July (removed 1/10/10)
4. Labor Day (removed 1/10/10)
5. Thanksgiving (removed 1/10/10)
6. Christmas Eve Day (effective 7-1-02)
7. Christmas Day
8. New Year’s Eve Day (effective 7-1-02)

Article 23 - Leave Plan

Modify B,1 to read “Personal leave time with pay will be granted to bus drivers at the rate of ten (10) days per year. Personal leave time with pay will be granted to transportation assistants at the rate of eight (8) per year.

Article 26 - Summer Driving

Add Section G: The process used for selecting Transportation Assistants for summer driving will be as follows:

Post the time

Award first to Transportation Assistants in order of seniority

Award second to Bus drivers in order of seniority

Award third to sub bus drivers

If no volunteers, assign finally to Transportation Assistants in reverse order of seniority

Article 27 - Medical Coverages and Other Fringe Benefits

Add Section A-2: Health insurance premiums for Transportation Assistants will be paid as follows:

Medical Insurance:

Single - full coverage provided by District

Two-person - employee pays 40% of difference between two-person premium and single coverage premium.

Full Family - employee pays 40% of difference between full-family premium and single coverage premium.

Dental Insurance:

Employee and District each pay 50% of premium for coverage noted in Section H of Article XXVIII.

Vision Insurance:

Employee and District each pay 50% of premium for coverage noted in Section J of Article XXVIII.

Add to Section B: If the spouse of a Transportation Assistant has medical insurance available at his/her place of employment, medical coverage will not be provided by the Novi Community Schools.

Add to Section C: The monthly cash option for Transportation Assistants shall be \$75. If five(5) or more drivers elect the cash option in lieu of health insurance, the monthly cash option for drivers shall be \$150. (*Deleted 1/1/2010*)

Add to Section G: If the spouse of a Transportation Assistant has dental insurance available at his/her place of employment, dental coverage will not be provided by the Novi Community Schools.

Appendix B - Classifications (Classifications and Salary Schedule)

Classification 1 - Bus Driver

Classification 2 - Transportation Assistant

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