

# NOVI COMMUNITY SCHOOL DISTRICT

*Tentative Agreement*

*with*

## TEAMSTERS LOCAL 214

June 4, 2025



1. Preface

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by, and between.....

Agreement

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 covering the period commencing ~~February 6, 2024~~ **July 1, 2025** through June 30, 2025-~~2028~~, between the Novi Community School District ....

2. Article 1 – Recognition

~~fleet mechanics~~ **technicians**

3. Article 2 – Management Rights

D. Notwithstanding any provision of this Agreement, ..... In the event of a claim by **the** Union ...

4. Article 3 – Employee Rights

A. The Union and its members shall have the right to use the school building facilities, according to District policy, for Union business; and, **provided that:**

1. A request is made to the Director ~~on the Employer's forms~~ **of Maintenance & Operations**

...

G. ~~Any material relating to reprimands or suspension dated three (3) years before the date of personnel file review by the employee may be removed by the employee with notification to the Employer.~~

L. ~~The representatives of the Union shall, at all times, be present~~ **When an employee is reprimanded or disciplined, Union representation shall be offered to the employee.**

**Disciplinary action shall follow the principles of progressive discipline when appropriate.**

~~Unless the employee specifically requests that the Union shall not be present.~~

5. Article 4 – Non-Discrimination

B. ~~In consultation and agreement with the Union, where gender is a bona fide occupational qualification, it shall not constitute a violation of this provision to consider an employee's gender in such situations.~~

6. Article 9 – Loss of Seniority

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

A. He/She ~~quits~~ **resigns**

7. Article 10 – Layoff

C2. If the laid off employee desires to bump another employee, he/she must advise the Assistant Superintendent **of Talent Management & Development** ...

8. Article 11 – Recall Procedure

... Notice of recall shall be sent to the employee and the Union at his/her last known email-address  
... **When an** employee fails to report...

9. Article 12 – Transfers & Vacancies

C. Unless a vacancy... vacancies shall be posted ~~in a conspicuous place in each permanent building~~ **electronically and communicated by the Talent Management & Development Department** for at least one (1) week prior to ...

D. All posted positions will be filled **as quickly as possible. When awarded to an internal candidate, the goal is to complete the hiring process** within fifteen (15) working days after the posting period is completed ~~when awarded to an internal candidate~~ and **within** thirty (30) working days when awarded to an external candidate.

E. **Upon a vacancy, the Employer reserves the right to evaluate departmental and operational needs to determine whether the vacant position should be posted as is or restructured to better align with District priorities. This includes, potentially replacing one role with another based on emerging needs, such as those arising from bond projects or facility improvements (e.g., prioritizing a specialized trade over another).**

**Such determinations shall be made in a fair and equitable manner, considering operational efficiency and the best interests of the District. Any changes made to replace a vacancy will be communicated to the Union.**

10. Article 13 – Promotions

A. The Employer ~~agrees that~~ **reserves the right to advance an employee's classification and/or placement on the salary scale based on demonstrated skill level, leadership within the department, and other relevant qualifications, without the requirement to increase the overall headcount of the department.** Promotions within the bargaining unit shall be made based on ability, past performance, qualifications, certifications, seniority, and evaluations, as determined by the Board. ~~In the event the Employer determines to fill a~~ When the Employer determines that a vacancy will be filled, said vacancy will be posted within ten (10) working days after the vacancy occurs. Job vacancies will be posted for a period of one (1) week, ~~setting forth~~ **specifying the** requirements for the position, ~~in a conspicuous place in each permanent building.~~ **and will be shared electronically by the Talent Management & Development Department.** Employees interested shall apply ~~in writing through the District's~~ **online application platform.**

The successful applicant who meets the requirements shall be granted a ninety (90) day trial period to determine

1. His/her ability to perform the job; and

2. His/her desire to remain on the job in the position.

The trial period may be extended for an additional ~~thirty (30)~~ **forty-five (45)** days by mutual agreement between the parties. ~~If an applicant with less service in the employ of the Board shall not be time is awarded the promotion, unless his/her qualifications shall be determined to be substantially superior. In the event If the senior applicant is not given selected for the promotion, the reasons for the denial decision shall be given to shared with the employee and to his/her Union Representative in writing. All Union applicants will be notified in writing receive notification and an explanation as to how the position was awarded regarding the selection process.~~

- B. During the ninety (90) day trial period, **either the Employee or the Employer shall have the opportunity to revert back may choose for the Employee to return to his/her former classification. If the Employee is deemed unsatisfactory in the new position, the reasons shall be given provided in writing to the Employee and his/her Union Representative if the Employee so desires. upon request. Under a mutual agreement between the Employer and the Union, an additional forty-five (45) day trial period may be granted to allow for further evaluation and support in the new position.**
- C. Everything else being equal, present employees will be given preference over **external candidates** outside employees in promotions and in filling vacancies. **In considering any Employee for a requested transfer or promotion, the Employer will do a comprehensive review of employment and disciplinary history.**

## 11. Article 15 – Temporary Assignments **Changes in Working Hours**

One (1) week notice shall be given in the event of a regular shift change, **denoted by 5 or more days.**

## 12. Article 16 – Change of Salary

A salary change resulting from a permanent change **to a higher classification** in position shall take effect with the assumption of the duties of the new position. **The salary change shall be one (1) of the following:**

1. ~~to the minimum salary for the new position~~ **The Employee may be placed on a lower Pay Level within the new position's salary schedule (e.g., Pay Level A), even if that level is lower than the Employee's current level (e.g., Pay Level D), as long as the new hourly rate exceeds the Employee's current rate of pay.**
2. ~~to the salary step on the appropriate scale which is at least one (1) salary increment higher than the salary currently being paid the person concerned.~~

The Employer retains the discretion to determine the Employee's placement on the salary scale for their new position based on **a comprehensive evaluation of the Employee's** relevant experience, demonstrated skill level, leadership within the department, and other job-related qualifications.

13. Article 21 – Overtime

- A. Any employee ..... Upon direct request of the Director or Assistant Director of Maintenance & Operations and/or the Supervisor of Transportation, any employee who is called to complete remote work for any reason at a time other than normal hours shall receive a minimum of one (1) hour pay at his/her classification rate. This provision does not apply to hours worked within the normal work day.
- ~~B3. All hours worked prior to or after standard shifts will be compensated at a rate of time and one half (1 ½)~~ **double time** for ice and snow removal.
- C. Fleet Technicians.... if asked to transport students. in a bus ~~where the total number of students exceeds ten (10) students....~~
- D. For each day worked under B and C above.... Use of compensatory **day time** must be...

14. Article 22 – Holidays

- A. ~~11. The day before New Year's Day Eve or the day after New Year's Day~~ **President's Day will be added as a holiday beginning with the 2025/2026 school year.**
- B. ~~The office of the Superintendent, or his/her designee will designate the day before or after New Year's Day. The office of the Superintendent, or his/her designee, will also notify the bargaining unit members by December 1 regarding New Year's Eve observance day.~~
- C. .... by management **the District.**
- D. .... by management **the District.**

15. Article 23 – Vacations

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

<del>0 year to 3 years</del>	<del>4 years to 8 years</del>	<del>9 years or more</del>
<b>0 – 4 years</b>	<b>4 – 9 years</b>	<b>9 +years</b>

**For Employees employed by the District prior to July 1, 2025 who reach a vacation milestone during the duration of this Agreement, the vacation day increase will be applied on July 1 of the year prior to their anniversary date. For Employees hired after July 1, 2025, the vacation day increase will be awarded on July 1 following their anniversary date.**

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

B. If vacation days are denied.... The District will allow a rollover of the denied days, up to ten (10) vacation days, for a period of one year, to be used by December 31<sup>st</sup> of that year. **If the Employee would like to roll over days without a vacation denial, he/she may request, prior to June 30th, to roll over up to 10 vacation days into the following school year. Any rollover days must be used by December 31st of that year or will be forfeited.**

C1. .... Vacation requests must be submitted **and entered into the District's absence management software** at least one (1) week in advance of the time requested.

2. To earn a fully paid vacation,.... **To earn a fully paid vacation, hours actually worked plus paid illness hours must total at least 1200 hours.**

F. Vacations are not cumulative and must be taken within a twelve (12) month period **Upon Employee request, up to 10 vacation days** can be rolled over to the next school year after July 1, with the expectation that the rollover days must be used by December 31<sup>st</sup> of that year or will be forfeited.

G. Employees will forfeit their vacation time...

1. Employees who quit ~~resign~~ ...
2. ....

H. Employees will be paid **the amount of vacation pay to which they are eligible at the time of termination.**

## 16. Article 24 – Leave Plan

A1. All personal leave time will be recorded using **the District's** current absence recording **management** system used by the District.

6. Leave time with pay will be granted and deducted from **the Employee's** leave bank for personal illness, injury, **temporary physical** disability, ~~critical illness~~ **or death** in the immediate family, **temporary physical disability of an immediate family member**, or personal business.

~~b. Critical illness or death in immediate family, and/or personal business — a total aggregate of five (5) days for all purposes listed in Section 6(a), 6(b), and 6(c) in any one (1) year. Individual adjustments may be made by the Superintendent, or his/her designee, to cover specific and unusual circumstances.~~

~~i. Upon termination of a pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the employee shall be required to return to work. As set forth above, medical evidence will be necessary and in the event of doubt, a doctor's examination may be required by the Employer at the Employer's expense.~~

~~ii. Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's inability to perform the necessary and regular duties and functions of the position.~~

7. Specific annual limitations on use of personal leave days shall be as follows:

- a. ~~Critical illness of member in immediate family may be granted up to five (5) days.~~
- b. **In addition to the above leave time with pay**, death in the immediate family may be granted up to three (3) days for any ...
- d. Religious Holidays – Up to three (3) days per year may be granted **upon submission of a written request to the Assistant Superintendent of Talent Management & Development by the first day of the school year. The Employee will have the choice of either utilizing up to (3) three days for major Religious Holidays as time from his/her personal leave bank or without the loss of leave time, with the requirement to make up the equivalent of those days during non-scheduled work days. The proposed make-up activities must be approved by the Director.**
- e. ~~Other-Personal Business – up to four (4) days may be granted. Leave Time used for~~ **Personal Business may be used for personal or private business such as a major life event (birth, marriage, graduation out of state, or closing on a house, etc.). Personal business days are to be used for a reason beyond the control of the individual, and needed for a legitimate activity that can be accomplished only during work hours.**

(i) **Personal business leave will ordinarily not be granted in the first or last week of the school year or within one (1) day prior to or following a break/holiday. When there are circumstances beyond the control of the Employee that warrant a request to use a Personal Business Day during a prohibited time, the Employee shall submit a request form, Request for Personal Business Day During a Prohibited Time, at least one week in advance in the request of the requested date. The Assistant Superintendent of Talent Management & Development or his/her designee will review the requests for approval.**

- ii. **All requests for personal business leave shall be entered into the District's absence management system and should be communicated to the Director. Except in cases where extreme circumstances prevent, approval of the Employee's request for personal business leave must be obtained by the Director in advance of the absence. A denial shall include a written reason for such denial, in which event the Employee shall have the right to appeal directly to the Assistant Superintendent of Talent Management & Development, or his/her designee, for approval.**
- iii. **Except in cases of emergency, failure to enter a request for personal business leave in the absence management system and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.**

8. Criteria for fulfilling requirements of participating in personal leave with pay:

- a. Personal illness, injury, and disability – Employees who are absent due to illness or injury shall call **communicate with** the designated supervisor at least one (1) hour prior .... **and enter the absence in the District's absence management system.**

ii (b)-Upon termination of a pregnancy and in conjunction with the post-natal examination, which confirms the conclusion of the disability, the employee shall be required to return to work. As set forth above, medical evidence will be necessary and in the event of doubt, a doctor's examination may be required by the Employer at the Employer's expense.

ii (c) Determination of the disabling effects of pregnancy shall be based upon the medical evidence and/or the employee's inability to perform the necessary and regular duties and functions of the position.

- iv. An employee will not be permitted to return to his/her assignment without permission of the Assistant Superintendent **of Talent Management & Development or his/her designee** if it is necessary for the employee to use crutches, or if portions...

b.(i) Immediate family includes .... Assistant Superintendent **of Talent Management & Development** to cover specific and unusual circumstances.

~~iii. Other personal business leave may be granted for personal or private business, provided such leave is necessary, is for a reason beyond the control of the individual requesting it, and is sought for a legitimate activity that can be accomplished only during the employee's working hours.~~

~~iv. Personal business leave will ordinarily not be granted in the first or last week of the school year or within three (3) days prior to or following a vacation period.~~

~~v. All requests for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the Director. Except in cases where extreme circumstances prevent, approval of the employee's request for personal business leave must be obtained from the Director and the Assistant Superintendent of Talent Management & Development in advance of the absence. A denial at any level of a request for personal business leave shall include a written reason for such denial, in which event the employee shall have the right to appeal directly to the Superintendent, or his/her designee, for approval.~~

~~vi. In usual cases involving particularly private or confidential circumstances, the Department of Maintenance and Operations and the Assistant Superintendent of Talent Management & Development may act on the basis of a verbal rather than a written statement of circumstances. However, the request for personal business leave shall be in writing.~~



- ~~vii. Except in cases of emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in forfeiture of pay for the absence and possible other discipline.~~

B1d. Persons returning from a personal leave of absence... former position **provided there is a vacancy. If there is no vacancy for that position, the Employee may request to extend the personal leave of absence, but only for a maximum of one (1) additional year beyond the original request.**

D1. Pursuant to the Family and Medical Leave Act (FMLA), as amended... **An Employee must apply for leave under FMLA if an absence exceeds 5 consecutive workdays, provided they meet FMLA eligibility requirements. The Employee is responsible for submitting the necessary documentation to the Employer in a timely manner. Approval and continuation of leave will be subject to FMLA guidelines and district policies.**

a. Birth, adoption, **surrogacy**, or foster care placement of an employee's child

3. The Board of Education will continue ..... or for the birth, ~~or~~ adoption, **or foster care placement** of a child pursuant to the Federal ....

6. Upon request, ..... The Superintendent **or his/her designee** shall also have the right....

## 17. Article 27 – Other Physical **and/or Mental** Examinations

~~Any question as to the concerns regarding an Employee's physical and/or mental health and fitness for duty shall be addressed by the Assistant Superintendent of Talent Management & Development and the individual Employee, in conference consultation with the school medical advisor a medical or mental health provider. Any medical or mental health expenses incidental to physical examinations resorted to in resolving incurred as part of an evaluation to resolve such questions concerns will be borne covered by the Employer.~~

## 18. Remove Article 28 – Nervous Disorder

## 19. Article 29 – Medical Coverages and Insurance Protection

B. To the extent allowable...

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

- ~~1. MESSA....~~
- ~~2. MESSA ABC Plan 1...~~
- ~~3. MESSA ABC Plan 1 with 10%....~~
- ~~4. MESSA ABC Plan 2 with 10%....~~
- ~~5. MESSA Essentials with 30% Co-Insurance~~

Employees shall have the option to enroll in the benefits plans offered by the District, determined in consultation with the Union and the other NCSD bargaining groups. Any changes to available benefit plans will be discussed with Union leadership prior to finalization. **During the terms of this Agreement, the District commits to maintaining the current benefit levels of the plans offered. However, Employee out-of-pocket costs (e.g., premiums, deductibles, co-pays, co-insurance) associated with these benefit plans may be subject to change.** The current benefits can be found on the **designated benefits website.**

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

The enrolled employee is responsible for all health insurance benefit plan costs in excess of the Board's contribution...

### Article 30 – Medical Coverages and Other Fringe Benefits

Employees shall have the option to enroll in the benefits plans offered by the District, determined in consultation with the Union and the other NCSD bargaining groups. Any changes to available benefit plans will be discussed with Union leadership prior to finalization. The current benefits can be found on the Optavise website.

Employees shall have the option to enroll in the benefits plans offered by the District, determined in consultation with the Union and the other NCSD bargaining groups. Any changes to available benefit plans will be discussed with Union leadership prior to finalization. **During the terms of this Agreement, the District commits to maintaining the current benefit levels of the plans offered. However, Employee out-of-pocket costs (e.g., premiums, deductibles, co-pays, co-insurance) associated with these benefit plans may be subject to change.** The current benefits can be found on the **designated benefits website.**

- A. Life Insurance ...
- B. Dental Insurance ....
- C. Vision Insurance ...

#### H. Uniforms Maintenance Employees

The Employer shall select and supply four (4) ~~sets of uniforms (pants and shirt)~~ **shirts** upon hire and two (2) ~~sets-shirts~~ at the beginning of each school year thereafter for all employees. **For those employees who would like to request pants as well, up to 4 pairs of pants may be requested at hire and every 2 years thereafter.** All employees are required to wear their uniforms ~~district provided shirts~~ on a daily basis. After completing their second year of employment, the Employee may select a ~~sweatshirt or jacket in lieu of pants and shirts~~ **up to four (4) items in any combination of district-provided shirts, sweatshirts, jackets, or pants, in place of the standard uniform allocation.** Employees shall use normal means of keeping uniforms provided clean and in good repair. The Employer may decide to replace an employee's uniform if deemed necessary by the Employer. Employees shall wear said uniforms during work hours only. Employer will supply one (1) set of outdoor winter wear after one (1) year of employment (e.g., Carhartt

coat and pants, or boots, or equivalent and once every three (3) years thereafter for maintenance employees.

During the period from the day after students leave in June to the day before students return in ~~September~~ **August**, knee-length shorts may be worn. Shorts must be of uniform quality khaki or jeans that are clean, neat, un-frayed and in good repair. **During periods of warmer temperatures outside this timeframe, the Director may grant permission for shorts to be worn, with notification provided to staff.**

20. Article 34 – Grievance Procedure

B. Step 2

Within ten (10) working days after ~~delivery of~~ **receiving the** Director's decision, to the Superintendent or his/her designee, ~~the answer shall be given~~ **render a decision** in writing ~~within ten (10) working days~~. At this step, ...

21. Article 38 – Scope, Waiver, and Alteration of Agreement

**No change**

22. Article 39 – Termination and Modification

C. This Agreement shall continue in full force and effect until June 30, 2025-**2028**.

C. The effective date of this Agreement is ~~upon~~ **will be determined during negotiations and will not commence until after** Teamsters ratification and NCSD Board of Approval.

23. Article 40 – Miscellaneous

D. The Employer shall provide the employee with the necessary, ~~as determined by the Employer,~~ tools to complete the assigned task, **as determined by the Employer**.

1. The employees shall not be required, ~~but may do so at their discretion~~, to use their own personal tools to complete their assigned task, **but may do so at their discretion**.

E. ~~Either management~~ **The District** or the Union ...

24. Appendix A Job Classifications

Maintenance Workers

Classification 1: Certified Skills Trade Professionals: Licensed HVAC, Electrical, Plumber, Carpenter **and Maintenance Lead Technician/Construction Liaison**

Classification 2: Fields and Grounds Manager ~~Former Grounds Manager~~

Classification 3: Senior Maintenance Technician ~~Former Semi-Skilled Maintenance~~

Classification 4: Maintenance Technician: Entry Maintenance Labor

Fleet Technicians

Classification 1: Senior Fleet Technician ~~Former Class 1 Fleet Technician~~

Classification 2: Fleet Technician ~~Former Class 2 Fleet Technician~~

**\*\*We would agree to an individual LOA outside of the agreement that would move the current Fields & Grounds Manager to the Classification 1 Pay scale for the remainder of his employment with NCSD. This position would remain in the Classification 2 Pay Scale upon new hire. \*\***

## 25. Longevity

The hourly rate of each employee shall be increased by the percentage indicated below ~~as of their anniversary date of hire~~ **based on continuous service in the maintenance department** in according to the following timeline. For Employees employed by the District prior to July 1, 2025 who reach a longevity milestone during the duration of this Agreement, the longevity percentage increase will be applied on July 1 of the year prior to their anniversary date. For Employees hired after July 1, 2025, the longevity percentage increase will be awarded on July 1 following their anniversary date. The hourly rate of each Employee shall be increased by the percentage indicated below based on continuous service in the maintenance department.

## Appendix B Salary Schedule 2025 – 2028 **New Compensation Structure**

Effective on the first date of this Agreement on July 1, 2025, all Employees will receive their new wage scale adjustments on the Pay Level scale below. Employees will retain their current 2024-2025 step assignments into 2025-2026, which will now be called Pay Levels. For example, an Employee on Step 2 will be placed on Pay Level B in 2025-2026. A new Pay Level E would take effect for the 2026-2027 school year for employees who are initially placed on Pay Level D in the 2025 – 2026 school year.

Subsequent Pay Level Advancements will take effect starting on July 1, 2026 and subsequent years of the Agreement, if eligible, and no longer on the Employee's anniversary date.

Wages in the charts below reflect an hourly rate.

Maintenance Workers					
Classification	Pay Level A	Pay Level B	Pay Level C	Pay Level D	Pay Level E
1	\$32.00	\$34.00	\$36.00	\$38.00	\$40.00
2	\$25.00	\$27.00	\$29.00	\$31.00	\$33.00
3	\$23.50	\$25.50	\$27.50	\$29.50	\$31.50
4	\$21.00	\$22.00	\$23.00	\$24.00	\$25.00

Fleet Technicians					
Classification	Pay Level A	Pay Level B	Pay Level C	Pay Level D	Pay Level E
1	\$29.00	\$30.50	\$32.00	\$33.50	\$35.00
2	\$26.00	\$27.50	\$29.00	\$30.50	\$32.00

Employees who choose to take single-subscriber or waive benefits will receive an additional \$2.00 per hour on top of their base pay rate as part of their total compensation package. This decision would be made during open enrollment and would take effect on January 1 of each calendar year.

For the 2026-27 and 2027-28 school years, Employees will progress one pay level (if eligible), and will also receive an increase to the entire salary structure based on the final approved foundation allowance figure provided by the State of Michigan to the NCSD according to the Financial Trigger Language chart. The increase will be applied for the first pay in September going forward for the remainder of the contract year.

#### Teamsters Financial Trigger Language

Pupil Foundation Allowance Salary Scale Increase	
Less than \$200 per student	0.0%
\$200 - \$260 per student	0.5%
\$261 - \$320 per student	1.0%
\$321 - \$380 per student	1.5%
\$381 - \$440 per student	2.0%
\$441 - \$540 per student	2.5%
More than \$540 per student	3.0%

In the event that the foundation allowance would result in a 0% increase or the above \$540 per student, the District and Union will agree to come back together to review the increase and ensure financial stability and/or employee compensation improvement.

Employees will receive their new wage scale adjustments starting with the successful ratification and approval by the Board of Education. In addition, all Teamsters employees will receive a \$1500 ratification bonus on the last pay of November.

Steps to take effect on the employee's anniversary date or sooner based on management assessments. Previous years of related experience will be taken into consideration by the Assistant Superintendent of

**Talent Management & Development and** will qualify employees for proper placement during the onboarding process.

This Tentative Agreement has been reviewed and signed on June 4, 2025. A ratification vote will occur with the Teamsters Local 214. Pending approval of that ratification vote, this 2025 – 2028 comprehensive Agreement will be presented to the Board of Education later in June 2025.

Dated this fourth day of June, 2025,

**NOVI COMMUNITY SCHOOL DISTRICT**

**TEAMSTERS LOCAL 214**

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**Benjamin Mainka, Superintendent**

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**Joseph Valenti, President Teamsters Local  
214**

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**Dr. Laura Carino, Asst. Superintendent  
of Talent Management & Development**

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**Christopher Jordan, Teamsters Steward**