

**NORTHVIEW PUBLIC SCHOOLS  
ADMINISTRATION BUILDING**

**EMPLOYMENT REGULATIONS  
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## EMPLOYMENT REGULATIONS

### Article I. RECOGNITION

#### Section 1. Positions

The following employees shall be covered by this employment guide:

##### Hourly Positions

Central Office Support  
Support Services  
District & Community Support Services

#### Section 2. Classifications

Full-Time: Employees working six (6) hours or more per day for forty-eight (48) weeks or more per year.

School Year: Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks.

Regular Part-Time: Regular part-time, school year or longer in the categories above working on a regular basis, but less than six (6) hours per day or more than 6 hours a day but less than (5) days a week.

Part-time/Temporary: Any employee other than the above categories.

### Article II. CONDITIONS OF EMPLOYMENT

#### Section 1. Health Certificate

Each new employee, before taking up her/his duties for the school district, must have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine. Employment in any position shall be contingent upon filing this certificate with the Superintendent or designee.

#### Section 2. Vacancy

A new employee hired to fill a vacancy, other than that of a temporary nature, shall have a status of a probationary employee for ninety (90) calendar days. Employment during the probationary period shall be on a day-to-day basis with no paid holidays or sick leave, should they fall during the probationary period.

Probationary employees may be terminated with or without cause. When a probationary employee has been terminated without cause she/he should be given five (5) days notice and have been under qualified training and close supervision.

After an employee has completed the probationary period of employment and has proven to be satisfactory, the employee will be given the status of a regular employee. Retroactive payment will be made for any sick leave and holidays as provided under the named sections.

### **Section 3. Transfers**

Each employee who moves into a new classification is on probation for the first ninety (90) days in that classification. If the employee is unsatisfactory or not qualified, she/he will return to her/his previous job status providing a vacancy exists.

## **Article III. BOARD AND ADMINISTRATION RIGHTS**

1. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.
2. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association 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 the way of illustration and not by way of limitation, the right to:
  - a. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
  - b. Continue its rights and past practice of assignment and direction of work of all its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement, and the right to establish, modify or change any work or business or hours or days.
  - c. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
  - d. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and process of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
  - e. Adopt reasonable rules and regulations.
  - f. To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal, demotion: and promote and transfer all such employees.
  - g. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities.
  - h. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
  - i. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

- j. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- k. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.
- l. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

#### **Article IV. EVALUATION**

Each employee shall receive a formal evaluation at least once every other year, by his or her Administrator. Such evaluation will normally be completed prior to May 1. The employee shall receive a copy of the written evaluation.

Evaluations are made with the objective to assist the employee in improving her/his working techniques, skills, relationships with other employees, job knowledge, and/or other responsibilities that may be associated with the position.

#### **Article V. RETIREMENT**

##### **Section 1. Board May Require Retirement**

The Board of Education may require retirement of any Central Office employee whose physical or mental health, as determined by a Board appointed physician, makes it impossible for the employee to meet the normal obligations of her/his regular assignment. The expense of this medical examination shall be assumed by the Board of Education.

##### **Section 2. Retirement Benefits**

After ten (10) years of continuous employment a full-time, regular part-time, or school year employee who reaches the age of retirement to immediately qualify for benefits under the Michigan Public School Retirement System and severs her/his employment with the Northview Public Schools, the Board shall pay the employee their choice of either:

1. For each day of accumulated unused sick leave the following rates: **\$35.00 per day** up to a maximum of 100 days.

**AND**

2. \$1,000.00 one time payment at retirement for those employees regularly scheduled for 30 or more hours per week, or \$750.00 one time payment at retirement for those employees regularly scheduled for 20-29 hours per week.

#### **Article VI. HOURS OF WORK**

##### **Section 1. Work Week**

The workweek shall be deemed to start on Monday. Daily and weekly schedules will be maintained as uniformly as possible.

Time and one-half the regular hourly rate will be paid to hourly positions for all hours in excess of 40 hours per week, unless other arrangements are made with the Administration.

**Section 2. Compensatory Time**

Compensatory time may be accumulated in lieu of overtime payment as follows:

1. Time accumulation must be in increments of thirty (30) minutes or greater.
2. Time must be entered on a time sheet and signed by the Assistant Superintendent and submitted to the payroll office.
3. Usage of compensatory time of two (2) hours or less may be used without advance approval; however, please notify the Assistant Superintendent and any affected central office staff member.
4. Usage of compensatory time in excess of two (2) hours is subject to advance approval.
5. When compensatory time is used an absence slip must be completed specifying compensatory time as reason for absence.

**Section 3. Work Year**

The normal work year for employees will be for a period of fifty-two weeks, unless otherwise specified.

**Article VII. LEAVES WITH PAY**

**Section 1. Illness**

An employee absent from duty on account of personal illness shall be paid her/his full salary for the period of absence, not to exceed one (1) day per month of employment.

Absence for the purpose of caring for an ill or injured member of the employee's immediate family will be deducted from the employee's accumulated sick leave.

Accumulation of unused leave time is: 188 days

**Section 2. Personal Business**

Three (3) days of absence per fiscal year, for personal or business reasons may be granted during the year without loss of salary, after the probationary period has been attained. The Assistant Superintendent must approve all personal business days. Unused days will be added to sick leave accumulation subject only to maximum accumulation.

**Section 3. Bereavement Leave**

Employees shall be allowed up to seven (7) days absence or bereavement leave, without loss of salary, per contract year. Additional time may be granted by the Superintendent or designee on an individual basis.

The first seven (7) days will not be charged to sick leave. Any days absent in excess of seven days will be charged to annual or accumulated sick leave. If sick leave is not available any approved days off will be without pay.

**Section 4. Inclement Weather**

Employees are expected to work their regular shift when school is not in session due to inclement weather unless notified otherwise by the Administration. Payment and/or leave criteria shall be determined as follows:

- a. If the administration requests employees to stay home, the day will be paid at the employees normal hourly rate for hours regularly scheduled on that day.
- b. If the school days are not going to be rescheduled, employees will be given compensatory time off for actual hours worked. Compensatory time is to be used in the school year granted.
- c. If the school days are rescheduled, employees who do not report for work on Act of God days will not be paid unless personal leave time is authorized.

**Section 5. Jury Duty**

The Board will pay the difference between regular compensation loss and jury duty pay received from the court by any employee required to serve as a juror during regularly assigned working time.

**Article VIII. LEAVES WITHOUT PAY**

**Section 1. Illness**

Leaves for sickness or injury of an employee may be granted upon written notice by the Board for periods up to one (1) year, subject to renewal by the Board. Leave provisions of this Agreement shall be construed consistent with the requirements of the Federal Family and Medical Leave Act. Employees may take unpaid leave in accordance with the Act for birth, adoptions, placement of a child in their foster care, or for serious medical conditions affecting themselves or their immediate family as defined in the Act. All such leaves shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement. In the case of an injury leaves will be administered consistently with both the Worker’s Compensation Act and the Family Medical Leave Act according to their published regulations.

**Section 2. Personal Reasons**

Leaves for personal reasons may be granted at the sole discretion of the Board.

**Article IX. WORKERS’ COMPENSATION**

An employee who is absent due to an injury and is eligible for Workers’ Compensation benefits will receive benefits according to State rules and regulations of the Workers’ Compensation law. An employee injured on the job shall report such injury at once to the Human Resource Office and building principal. All reports must be filed at the Human Resource Office no later than seven (7) days after the incident has occurred.

**Article X. HOLIDAYS**

**Section 1. General Conditions**

The following conditions shall be met in order to obtain holidays with pay:

- a. The employee has completed the last scheduled work day for her/his classification, prior to the holiday, unless same falls within a vacation period in which the employee is not required to Work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- b. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement "b" shall not apply.

**Section 2. Paid Holidays**

Each employee will be entitled each of the following holidays pro-rated for percentage of annual hours worked:

- |                               |                |
|-------------------------------|----------------|
| Fourth of July                | Christmas Eve  |
| Labor Day                     | Christmas Day  |
| Thanksgiving Day              | New Year's Eve |
| Friday after Thanksgiving Day | New Year's Day |
| Friday of Spring Break week   | Memorial Day   |

Each full-time employee will be granted three (3) additional days that must be used during the contract year (July 1 to June 30). Each regular part-time employee will be granted one (1) additional day that must be used during the contract year.

**Article XI. VACATION BENEFITS**

**Section 1. General Conditions:**

- a. Vacation accrual and usage:
  - (i) New employees will begin to accrue vacation time on their hire date but cannot use the time until after six (6) months from date of hire.
  - (ii) Any earned vacation is available for use as accrued after six (6) months of employment; however, it is subject to advance approval to ensure continuity of office operations. Vacation may not be taken in advance of accrual.
  - (iii) Vacation earned during any given fiscal year must be taken within twelve months after the end of the year in which it was earned unless carry-over is authorized in advance by the Assistant Superintendent.
  - (iii) After five (5) years of continuous service in this employee group, an employee may elect to be paid a per diem rate for up to five (5) earned vacation days. The per diem rate will be calculated based on the hourly rate for the number of regularly scheduled hours.
- b. Vacation will be paid on the regular payday for the period, which the employee was on vacation.
- c. Vacation pay will be computed on the basis of the employee's regular pay.



- d. Extended vacation periods of one (1) week or more will generally be taken at Christmas, spring break, or summer break periods unless specifically authorized otherwise by the Assistant Superintendent.

Short-term vacation of one (1) week or less must be approved by the Assistant Superintendent with adequate notice (generally one (1) week or more unless an emergency occurs).

**Section 2. Length of Vacation**

- a. Each full-time employee and regular part-time employee shall, as of June 30 of each year, be entitled to receive vacation and vacation pay based upon her/his length of continuous service with the school district as of June 30, as follows:

- More than 60 days but less than one (1) year:  
- **Prorate of ten (10) days.**
- One (1) to five (5) years: - **Ten (10) days.**
- Six (6) to twelve (12) years: - **Fifteen (15) days.**
- Thirteen (13) or more years: - **Twenty (20) days.**

Vacation pay will be computed on the basis of the employee's regular hours.

**Article XII. PROCEDURE FOR SUGGESTIONS AND COMPLAINTS**

Any employee may discuss a suggestion or complaint with the Assistant Superintendent at any time provided such discussions are confined to the time reasonably necessary and does not interfere with the normal operations of the office.

If a complaint is not satisfactorily settled within fifteen (15) work days, or if an employee feels that a suggestion she/he has made is not satisfactorily credited after meeting with the Superintendent, the employee may request a meeting with a Committee of the Board of Education to discuss the matter.

**Article XIII. INSURANCE**

**Section 1. Full-time Employee**

The Board of Education shall provide each full-time employee with the following insurance benefits:

- a.. Comprehensive semiprivate, full-family health insurance program.
- OR**
- b. A flat amount of \$250 cash in lieu of health towards the purchase of approved options. approved

Employees will pay \$38 monthly (Pre-tax) toward the annual premium.

**PLUS**

- c. Full family dental program.
- d. Full family vision program.

**Section 2. School Year Employee**

The Board of Education shall provide each school year employee with the following insurance benefits:

- a. A comprehensive single subscriber, semiprivate, health insurance program for each school year employee;

**OR**

- b. Full Family dental program and \$5,000 Term Life Insurance.

Employees will pay \$38 monthly (Pre-tax) toward the health annual premium.

**Section 3. Regular Part-time Employee**

- a. The Board of Education shall provide, if elected, each regular part-time school year employee working four (4) hours or more per day:

- (i) Full family dental program and \$5,000 term life insurance; **OR**
- (ii) Up to \$60.00 per month towards the purchase of approved options.

- b. The Board of Education shall provide, if elected, each regular part-time fifty-two week employee, working 20 or more hours per week, cash in lieu of health in an equal percentage to the relationship of their scheduled hours to 40 hours per week.

Employees who elect health insurance will contribute 10% of the deductible.

**Section 4. Salary Protection Plan (LTD)**

The Board of Education will make available to each full-time employee a Salary Protection (Long Term Disability) insurance program to enhance the present sick leave provisions with the following conditions.

- a. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed \$3,000 per month prorated over a twelve (12) month period to age 65.
- b. There will be a ninety (90) day modified fill waiting period.
- c. The Board of Education will consider any financial offset such as Workers' Compensation, Social Security, other insurance income, etc. to determine its obligations to the employee (freeze on offsets).
- d. Alcoholism/drug addiction - 2 year limit. Mental/nervous - 2 year limit.

- e. The coverage shall become effective at the beginning of the insurance month immediately following the time they begin their assigned duties.
- f. An employee who qualifies for Long Term Disability will be afforded medical care premium payments as outlined under Health Insurance through the end of the school year in which the disability occurs.
- g. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide services to the district.

**Section 5. Life Insurance**

The Board agrees to provide \$30,000 Term Life and \$30,000 Accidental Death Insurance coverage for all full-time employees. Such coverage shall begin, in the case of new employees, at the time they begin their employment. Coverage will terminate at the end of the month following termination of employment. The Board will not be liable for claims beyond what its carrier(s) will provide.

**Article XIV. LONGEVITY**

Each full-time employee, completing his or her fifth full year of continuous employment shall receive longevity pay per the following schedule:

	<b>2009-12</b>
<b>Five (5) years</b>	<b>\$ 900</b>
<b>Ten (10) years</b>	<b>\$ 1,000</b>
<b>Fifteen (15) years</b>	<b>\$ 1,200</b>
<b>Twenty (20) years</b>	<b>\$ 1,300</b>

Fifty percent (50%) of the eligible payment will be paid in the first pay in December with the balance being paid in the last pay in June. Regular part-time employees will receive pro-rated longevity based on their annual scheduled hours. Longevity payments will be made to active employees only.

**Article XV. SALARY SCHEDULE**

2009-  
2010

CO Support

Support Services

District and  
Community  
Support  
Services

Probation	\$14.42			\$10.15			\$14.74
Step 1	\$15.18			\$10.61			\$15.66
Step 2	\$15.33			\$11.56			\$16.22
Step 3	\$15.86			\$12.27			\$16.78
Step 4	\$16.14			\$12.71			\$17.33
Step 5	\$16.39			\$13.11			\$17.87
Step 6	\$16.71			\$13.56			\$18.45
Step 7	\$16.94			\$13.99			\$18.82
Step 8	\$17.29			\$14.45			\$19.19
Step 9	\$17.48			\$14.74			
Step 10	\$17.85			\$15.03			
Step 11	\$18.04						
Step 12	\$18.41						
Step 13	\$19.63						
Step 14	\$20.03						
Step 15	\$20.42						

Credit on the pay schedule may be given for prior experience and/or education.

Wages are open for 2010-2011 and 2011-2012.

2010-2011 Wages – 0% on base; advance step if available. 1% payment to an annuity 403 (b) upon retirement or severance.

## **Article XVI. MISCELLANEOUS PROVISIONS**

### **Section 1. Mileage Reimbursement**

Employees who are required to drive their personal automobile in the performance of their duties shall be paid at the current rate allowed by I.R.S.

### **Section 2. Insurance Deductible**

If an employee is required to drive her/his personal vehicle for school business and has a property damage accident which is not her/his fault, the Board will pay if applicable the deductible but not to exceed \$500.

**Article XVII.**

**DURATION**

This contract is effective July 1, 2009, and expires June 30, 2012. The Board will review future employment regulations in a timely manner.

**BOARD OF EDUCATION  
NORTHVIEW PUBLIC SCHOOLS**

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Craig McCarthy  
Assist. Supt. for Finance and Operations

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Lisa Gendler  
Board of Education Secretary

**NORTHVIEW ADMINISTRATION  
EMPLOYEES**

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Kathy Maas  
Employee Group Member

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Martha Wiltse  
Employee Group Member

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Mary Skudre  
Employee Group Member