

**NORTHVIEW PUBLIC SCHOOLS
EMPLOYMENT REGULATIONS**

**MAINTENANCE PERSONNEL
AGREEMENT**

July 1, 2010 – June 30, 2013

**Maintenance Personnel
Employment Regulations
(July 1, 2010 – June 30, 2013)**

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**NORTHVIEW PUBLIC SCHOOLS
EMPLOYMENT REGULATIONS**

MAINTENANCE PERSONNEL

The employee benefits and job conditions which are described in this employment contract are set by the Board of Education to reward covered employees for the skill, effort, and experience that they apply to their job. These benefits and regulations represent the combined thinking of the Board, the Administrative Staff, and the Northview Maintenance Employee Representatives, all of who have expressed themselves on this matter. Any questions which arise can be handled promptly and fairly, provided they are made known to your Supervisor or through the complaint procedure provided herein.

All concerned are always willing to discuss and give consideration to questions and any suggestions that employees might have.

The benefit levels and stated conditions of employment established by this document will remain in effect until June 30, 2013. A procedure for future amendments is provided.

Article I. EMPLOYEE COVERAGE

Employees covered by this contract shall include all maintenance employees of Northview Public Schools in the classifications covered by this Agreement, and excluding the Director of Facilities and all other employees.

Article II. EMPLOYEE RIGHTS

Section 1. Recognition

The Board of Education recognizes that employees covered by this contract have formed the Northview Maintenance Employee Association for the purposes of improving communications between employees and representatives of the Board of Education. The Board agrees that the Association and its members shall have the right to use available school building facilities at reasonable times and hours for their meetings provided arrangements have been made in advance with the Administration. This right is extended to available equipment, but not to supplies of the school system as long as such use does not interfere with the activities of the Administration. Association meetings during working hours will be limited to two (2) meetings per calendar year, each to last two (2) hours or less. Additional meetings may be held at the discretion of the Superintendent or designee.

Section 2. Recognition of Representatives

For the purpose of reviewing employee suggestions and complaints under the procedure provided in Article XIV hereof and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Northview Public School Board of Education recognizes representatives of the covered employee group. Such employee representatives will be designated exclusively by covered employees without intervention by the Board of Education or its representatives. These representatives shall be three (3) in number, all of whom shall be employees from within the group covered hereby.

The Association shall notify the Superintendent or designee, in writing, as to who has been selected to represent them and also promptly report any changes.

Article III. BOARD RIGHTS

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.

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 way of illustration and not by way of limitation, the right to:

Section 1. Management

Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.

Section 2. Right of Assignment

Continue its rights and past practice of assignment and direction of work of all of 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 provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

Section 3. Right to Hire, Promote, Suspend and Discharge Employees

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.

Section 4. Determine the Services, Supplies and Equipment

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 processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

Section 5. Rules and Regulations

Adopt reasonable rules and regulations.

Section 6. Hiring Conditions

To hire all employees, to determine their qualifications, and conditions of continued employment, or their dismissal demotion; and promote and transfer all such employees.

Section 7. Locations and Relocations

Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

Section 8. Distribution of Work and Supplies

Determine the placement of operations, production, services, maintenance of distribution of work, and the source of materials and supplies.

Section 9. Financial Policies

Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

Section 10. Management Organization

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.

Section 11. Policy for Selection, Testing and Training of Employees

Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

Section 12. Establish Provisions

The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of the Agreement.

Section 13. Subcontract Work

Subcontract bargaining unit work or to transfer work performed by bargaining unit employees outside of the unit.

Article IV. TRANSFERS, ASSIGNMENT, SENIORITY

Section 1. Seniority

Seniority shall be defined as length of continuous service in the employ of the School Board commencing with the date of last hire. During the probation period, as described below, employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire.

Section 2. Probationary Period

- a. Vacancy: A new employee hired to fill a vacancy other than that of a temporary nature, shall be deemed to be in a probationary status. The probationary period shall be sixty (60) workdays taken from and including the first day of employment, but may be extended for an additional (60) workdays upon the recommendation of an administrator. If an extension is recommended, the employee is to be informed of the reason for extension in writing. 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.

- b. Sick Leave and Holiday Pay: 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 as provided under Article X and holidays provided under Article XII.
- c. Uniforms: Uniforms will not be provided until the end of the probationary period.

Section 3. Notice of Vacancies

The Board agrees to post all permanent vacancies in positions covered by this Agreement for a period of five (5) working days. Any interested employee may apply, in writing, to the Director of Facilities. Such vacancy shall be filled based on the skill, ability, and prior job performance. Provided that, if in the opinion of the Administration, skill, ability, and prior job performance are equal, seniority shall govern.

Section 4. Transfers

Each employee who is transferred or assigned to a new position of equal or lower class, shall be on probation for thirty (30) workdays, providing a probationary period has not been served for a comparable responsibility. If the employee is unsatisfactory, he/she will be returned to the previous job status, if available.

Each employee who is moved into a higher classification shall be on probation, not to exceed eighty (80) workdays in that classification. If the employee is unsatisfactory or not qualified, he/she will be returned to the previous job status providing a vacancy exists or to a position which she/he is capable of performing.

Posted positions will normally be filled within thirty (30) days. The Association will be informed if the position will not be filled within thirty (30) days after the close of the posting period. Employees who have applied for a posted vacancy shall be informed in writing of the reason(s) for not being selected. A copy of the notification will be placed in the employee's file.

Employees may submit a request to the Director of Facilities for a transfer within their classification. The request for transfer should state the reason(s) for the transfer. If the request is not granted the employee will be given a written statement indicating the reason(s) for not implementing the transfer.

Section 5. Layoff and Recall Procedures

- a. If a layoff occurs for any reason, and probationary employees are employed in the classification affected, they shall be the first to be laid off.
- b. Should a further staff reduction be necessary, layoff shall be determined by the following criteria:
 - i. Work History
 - ii. Certifications
 - iii. Evaluations
 - iv. Seniority

A 45 calendar-day notice will be provided to any employee who is to be laid off. The Association will be provided written rationale for all personnel laid off. All laid off employees will be paid out for unused vacation and compensatory time.

c. Recall Procedure: Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.

d. Maintenance of Recall List: Any employee that is laid off after December 31, 1992, shall be maintained on a recall list for a period not to exceed three (3) years. All employees on the recall list shall notify the Board of their intent to remain on the recall list each year, in writing, by April 30.

Section 6. Loss of Seniority

Seniority shall be lost and the employment relationship of a covered employee shall end under the following conditions:

- a. Quit or discharge for a just cause
- b. Absence from work for three (3) consecutive working days without notification.
- c. Failure to return to work within five (5) days of receiving a recall notice following a layoff
- d. Failure to return to work at the expiration of a leave of absence
- e. Falsification in connection with obtaining a leave of absence
- f. Retirement
- g. Promotion to a position outside the group covered by this contract

Section 7. Job Description

In all newly created positions all basic requirements will be listed pertaining to:

- Mechanics
- Physical Condition
- Experience
- Wages
- Ability
- Hours

The Association shall be advised of these positions.

Article V. CONDITIONS OF EMPLOYMENT

Section 1. Health

Each new employee before taking up her/his duties for the school district is required to have on file a health certificate indicating the individual's physical fitness for her/his duties signed by a licensed doctor of medicine, or can be required to submit to a physical examination by a Board appointed physician with the cost assumed by the Board of Education.

Employment of any position shall be contingent upon fulfilling the above stated indication of physical fitness.

Section 2. Advancement on Salary Schedule

Twelve (12) months of continuous services are required to qualify for movement to the next step on the salary schedule.

July 1 becomes the effective date for step increases after the first anniversary date.

Section 3. Employee Classification

- **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** - Employees working on a regular basis for at least a school year or more but less than six (6) hours per day.
- **Part-time** - Any employee not covered in the above categories, and students.

Section 4. Temporary Summer Help

If the administration determines that additional help is needed for summer grounds and/or maintenance, temporary help hired will not be subject to the terms and conditions of this Agreement.

Article VI. EVALUATION

All employees shall receive a formal evaluation each year by the appropriate supervisor. Written evaluations are to be completed on or before April 30. The employee shall receive a copy of the written evaluation. A signed copy by the employee and supervisor shall be received by the Superintendent or designee on or before May 3.

In the event that the employee feels that his/her evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

Evaluations are made with the objective to assist the employee to improve his/her working techniques and skills, relationship with other employees, job knowledge, relationship with students and the community, and/or other responsibilities that may be associated with his/her position with the school district.

Article VII. RETIREMENT

Section 1. Board May Require Retirement

The Board of Education may require retirement of any non-instructional employee whose physical and mental health, as determined by a qualified physician, makes it impossible for the employee to meet the normal obligations of his/her 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 employee who reaches the age of retirement to immediately qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, the Board shall pay the employee for each day of accumulated unused sick leave at the rate of \$30.00 per day up to a maximum of 120 days.

Article VIII. UNIFORMS

Section 1. Uniforms Provided

- a. In an effort to maintain a neat standard of appearance, the school district will provide each full-time employee with up to five (5) complete sets of uniforms and one (1) other piece of work clothing (vest, coveralls, rain gear, lined non-winter jacket .) each school year. Instead of receiving a fifth set of uniforms, the employee may apply for reimbursement of up to the uniform cost, upon presentation of a receipt for the purchase of work shoes or a winter work jacket. A new employee will qualify for said uniforms upon completion of the probation. Employees that qualify for uniforms after March 1 shall receive them after July 1.
- b. Uniforms are provided for use during employment at Northview Schools and are not intended for personal use.

Article IX. HOURS OF WORK

Section 1. Work Week

Each employee will work a total of forty (40) hours per week unless otherwise specified by the Director of Facilities. Daily and weekly work schedules are maintained as uniformly as possible; however, work hours cannot be guaranteed. The normal workday shall be eight (8) consecutive hours plus a non-paid lunch period for full-time employees.

Section 2. Emergency Work

Whenever an employee is called in for emergency work, he/she shall receive a minimum of two (2) hours at time and one-half, and two (2) hours at double time for Sundays and holidays. This provision shall not apply to regularly scheduled maintenance work.

Section 3. Premium Pay

Employees will be paid one and one-half their regular rate of pay for hours worked on a holiday plus their eligible holiday pay. Double time will be paid for Sunday work. An employee may elect to accumulate overtime hours and receive compensatory time off at a later date, if offered by the employee's supervisor, subject to the terms and conditions developed by the Board.

Section 4. Rotation of Overtime Hours

Full-time employees of each department or building will be given first chance for overtime when a substitute employee is not available.

Section 5. Employee Breaks

Each employee shall be entitled to a paid fifteen (15) minute break during each four (4) hour work period.

Section 6. Inclement Weather/"Act of God" Days:

Maintenance employees will receive 3 act of God days per year and will receive comp-time at the hours actually worked, at straight time. Any act of God days in excess of 3, the employees are expected work for no additional compensation. If the employee elects not to report to work, it will be unpaid unless accumulated time is used, other than sick leave. (Personal Days, Floating Holiday or Vacation.)

Employees are expected to work when school is not in session due to an "act of God".

Payment and/or leave criteria shall be determined as follows:

- a. If the employee elects to not report to work on this day, it will be unpaid unless

accumulated time is used.

- b. If the administration requests employee to stay home, the day will be paid at the employee's normal hourly rate for hours regularly scheduled on that day. An employee who has already reported on a day administration requests employee to stay home will be compensated at time-and-a-half (1 1/2) for all hours worked on that day.

Section 7. Pay-Rate - Temporary Work - Higher Classification

If an employee is assigned to work in a higher classification for more than ten (10) consecutive workdays, he/she will be paid the rate for that classification retroactive to the first day in the new classification.

Section 8. Temporary Supervisor Role

If an employee is designated to serve as a supervisor or project leader for two (2) or more employees, he/she will receive a supervisory increment of forty (40) cents per hour for the designated time period.

Section 9. Compensatory Time

Compensatory time may be accumulated in lieu of overtime payment. Compensatory time must first be offered by the employee's supervisor and agreed to by the employee before the time is to be worked. Time accumulation will be to a maximum of forty (40) hours. Compensatory time is to be used prior to June 30 of the contract year earned. If not used by the last pay period in June, compensatory time will be paid out on that pay period.

Article X. LEAVES OF ABSENCE

Section 1. Leaves Without Pay

Leaves of absence without pay may be granted by the Board for good cause for a period of up to thirty (30) days during which the employee shall continue to accumulate seniority.

Section 2. Leave of Absence

Leaves for sickness or injury of an employee may be granted upon receipt of written notice by the Board for periods of up to one (1) year, subject to renewal by the Board. It is the obligation of the employee to keep the Board advised of their condition. Written notice for the resumption of duties should be made at least thirty (30) days prior to the expected date of return. Seniority shall accumulate during such leaves.

Employees requesting such leaves or continuation of same, within the reasonable limits, may be required to present a supporting certificate of a physician. An employee returning from such leave may be required to pass a physical examination given by a doctor approved by the Board and paid for by the Board.

Section 3. Illness

- a. A full-time employee will earn sick leave eligibility at the rate of one (1) day per full month worked for a total of twelve (12) days in any given year. A school year employee will earn sick leave eligibility at the rate of one (1) day per full month worked for a total of ten (10) days in any given year.

- b.. Each employee may accumulate sick leave days to a maximum of one hundred twenty (120) days.
- c.. Employees shall be credited with the respective number of days to be earned at the commencement of each year of employment.
- d.. Each employee shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.
- e.. An employee who desires to use a sick leave day must notify the Director of Facilities or Central Office as soon as possible.
- f.. If an employee is unable to complete the year of employment and he/she has previously used more sick days than earned, he/she shall have the value of such days already paid deducted from the last pay check.
- g. Payment for earned and accumulated days will be subject to medical verification upon request of the Director of Facilities.
- h.. Any employee who is not absent due to sickness or injury for twelve (12) consecutive months shall receive one day as a paid holiday. This day may be taken when desired as long as prior approval has been received.

Section 4. Family and Medical Leave Act

The Board of Education will administer and provide in a manner consistent with the Family and Medical Leave Act (FMLA) of 1993 and its published regulations.

Section 5. Personal Business

Three (3) days absence for personal business reasons may be granted during the year without loss of salary after the probationary period has been attained. Any unused personal business days shall be credited to employee's accumulated sick bank at the end of each contract year. All personal business days must be approved by the Director of Facilities. Such requests shall be made at least five (5) working days in advance, except in the case of an emergency. These days may not be used immediately before or following a holiday or vacation, or the first or last day of the school year, except by express approval of the Director of Facilities or his designated representative.

Personal business days are provided to allow for the transaction of personal matters which cannot be attended to on weekends or outside normal working hours, such as... legal/court matters, religious observances, funerals, moving, medical/dental appointments, family medical situations not otherwise covered by sick leave, etc.

The Board has the right to have employees reschedule non-emergency leave if the workload requires.

Section 6. Bereavement Leave

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

Section 7. 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.

Section 8. Other Leaves

Any absence for reasons other than the above listed must be discussed in advance with the Superintendent or designee. Cases not specifically defined in these policies will be handled on an individual basis.

Section 9. Misuse of Leave With Pay

All leaves are considered as time off for the reasons stated and necessary for the protection of the employee. Any employee who willfully violates or misuses this policy or who misrepresents any statement or conditions under this policy shall forfeit all pay for this stated period and any further rights under this policy unless reinstated in good standing by the Superintendent or designee. The offense may constitute grounds for dismissal.

Article XI. WORKERS' COMPENSATION

Section 1. Reporting of Job Injury

An employee injured on the job shall report such injury at once to the business office or said employee's immediate supervisor. All reports must be filed at the business office as soon as possible after the incident has occurred.

Section 2. Medical Benefits

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in ARTICLE XVI - INSURANCE, through the end of the fiscal year in which the injury occurs and for twelve (12) months thereafter.

Article XII. HOLIDAYS

Section 1. Requirement for Receipt of Holiday Pay

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

- a. The employee has worked scheduled hours the entire day on the last day scheduled for his/her classification prior to the holiday and the first day for his/her classification after the holiday, unless such failure was excused by the administration due to accident, sickness, or similar cause, or unless the holiday fell during the employee's scheduled vacation period.
- b. Holiday pay is defined as pay equal to an employee's regular rate of pay for regularly scheduled hours.

Section 2. Full-time Maintenance Employees

Each full-time employee will be entitled to holiday pay for each of the following holidays:

- July 4 (2 days if the Fourth of July falls on a Tuesday or a Thursday)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Friday of Spring Break week
- Memorial Day
- Floating Holiday

Article XIII. VACATION

Section 1. Full-Time Maintenance Employees Vacation Days Earned

Regular full-time employees are entitled to paid vacation each year based upon a continuous length of service and employment during July 1 to June 30. The schedule of vacation benefits is as follows:

<u>Years of Employment as of July 1</u>	<u>Vacation Days</u>
• One (1) to Six (6) Years	10 Days
• Seven (7) to Thirteen (13) Years	15 Days
• Fourteen (14) or More	20 Days

Employees who have not completed a full year of employment as of July 1 and who are still in the employment of the school district on July 1 are entitled to a pro-rated portion of a first year vacation benefit based upon the percentage of the year employed.

Section 2. Vacation Accumulation

Vacation pay shall consist of a continuation of the prescribed salary for the period of the vacation. Vacation hours in excess of one hundred and sixty (160) will not be allowed to roll over to the next contract year.

Section 3. Scheduling of Vacation Days

Arrangements for vacation must be made with and approved by the Director of Facilities. Employees may request their vacation for any time period during the year; however, the final decision will be based on being able to spare the number of employees for any specific time period.

Article XIV. PROCEDURE FOR SUGGESTIONS AND COMPLAINTS

Section 1. Suggestions or Complaints

Any employee may discuss a suggestion or complaint with his/her immediate supervisor at any time provided such discussions are confined to the time reasonably necessary and do not interfere with the normal operations of the department.

Section 2. Supervisor

If a complaint is not satisfactorily settled in this manner or if any employee feels that a suggestion he/she had made is not adequately credited, he/she is encouraged to reduce the matter to writing not later than the fifth working day following the discussion with his/her Supervisor. A copy of this writing shall be given to the Director of Facilities and a copy to the representative designated by Northview Maintenance Employees' Association.

If the matter is still pending for five (5) working days following receipt of this writing by the Supervisor, the latter will arrange for a meeting with the employee and a representative designated by said Association, at which time all parties concerned shall be heard. This meeting shall be scheduled as soon as possible, but in no event later than five (5) working days following the Supervisor's receipt of the written communication.

The Supervisor shall render his/her written disposition of the matter following the meeting. He/she shall give a copy of his/her disposition to the employee and the representative.

Section 3. Superintendent or Designee

If the written disposition of the suggestion or complaint given in Section 2 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Superintendent of Northview Public Schools, or designee, no later than the end of the fifth working day following the date of this disposition specified in Section 2.

After a full investigation of the matter and discussion of it with the representative of the Association and the employee involved, and in no event later than the end of the fifth working day following receipt of the appeal by the Superintendent or designee, he/she shall give his/her written disposition of it.

Section 4. Superintendent and/or Board of Education

If the disposition given in Section 3 is not satisfactory, the matter may be appealed to the Northview Superintendent and thence to the Board of Education for further review provided the employee acts promptly and continues to pursue his/her rights as provided hereunder. The employee shall have the full opportunity to be heard at each step of this procedure, to be counseled by a member of his/her Association, and to present any employee witnesses necessary to a full presentation of his/her suggestion or complaint.

Article XV. BOARD REPRESENTATION

For the purpose of reviewing employee suggestions and complaints under the procedure provided in **Article XIV** of this Agreement and for reviewing the various provisions of this contract prior to making amendments as hereinafter provided, the Board agrees to appoint a committee of Board Member(s) and Administrator(s).

Article XVI. INSURANCE

Section 1. Health Insurance

- a. The Board will offer a comprehensive health insurance plan for eligible employees and dependents.

Staff contributions (pre-tax) towards benefits will be 10% of the cost. (Single, Double, Full Family)

- b. Such contribution shall begin, in the case of new employees, at the beginning of the insurance month immediately following the time they begin employment and notify the Board of their desire to have such insurance. No changes or additions can be made after October 1, except as change in family status occurs thereafter.

- c. Coverage will terminate at the end of the month in which the employee leaves the school district.

- d. The Board shall provide the above program until this contract terminates.

- e. The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the master contract held by the policyholder.

Section 2. Dental Insurance

The Board will provide dental care insurance in Class I, Class II and Orthodontic Benefits, as provided below, for all full-time employees and their eligible dependents. School year employees may select such coverage in lieu of the health insurance plan.

a. The category structure is as follows:

1) **CLASS I BENEFITS:** \$25 lifetime deductible per eligible family member. The amount payable will be 60%, increasing by 10% each subsequent calendar year (to 100%) provided the participant visited a dentist for examination and diagnosis at least once during the calendar year, and all Basic Services, which were recommended by the dentist as a result of the first of such visits, were completed during the calendar year.

Benefits to include basic dental services for major corrective and restorative procedures, i.e., examinations, radiographs, patient consultations, preventive treatment, fillings and free standing crowns, jackets, oral surgery (primarily extractions), denture repairs, diagnostic services, root canal therapy, etc.

2) **CLASS II BENEFITS:** \$50 annual deductible with a maximum of two deductibles per family. After deductible, 70% of the eligible expense incurred by the participant during the remainder of the calendar year will be paid.

Benefits include prosthodontics services, i.e., bridges, inlays, crowns and bridge repair, dentures, and partial dentures.

Combined Basic and Major: Annual maximum per participant per year = \$1,000.

b. Orthodontic Benefits: Orthodontic Benefits are provided only for qualified dependent children less than nineteen (19) on the date the orthodontic procedure commences. A separate lifetime deductible of \$50 per individual applies to orthodontic treatment. After the deductible has been satisfied, the plan will pay 70% of the orthodontist's actual charges up to the plan maximum of \$1,500.

c. Dental Coverage Provisions: Benefits will be provided under the conditions provided above in Section 1, Items b, c, d, and e.

Section 3. Vision Insurance

a. Full-Time and School Year Employees: The Board will provide a program that is equivalent to SET Ultra-Vision Plan II for all full-time regularly scheduled employees, and their eligible dependents, who elect such coverage by completing and signing the appropriate application.

b. Vision Coverage Provisions: Benefits will be provided under the conditions provided above in Section 1, Items b, c, d, and e.

Section 4. Life Insurance

a. Effective Date of Coverage: The Board of Education will provide for each full-time employee, a \$45,000 death and accidental dismemberment (AD&D) insurance with an additional \$5,000 of life insurance for employees that elect the district paid health insurance. This will result in a total of \$50,000 life insurance.

b. Termination of Coverage: Coverage will terminate at the end of the insurance month following the employee's termination date. The Board will not be liable for claims beyond what its carrier(s) will provide.

Section 5. Salary Protection Plan

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) calendar day 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 obligation 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 date of employment.
- 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 as a maintenance employee.
- h. The Board agrees to provide the above mentioned insurance benefits within the underwriting rules and regulations as set forth by the insurance carrier in the Master Contract held by the policyholder.

Section 6. Options

If an employee does not elect health insurance coverage, they will receive \$200 per month Cash-in-lieu.. The District's Section 125 Flexible Benefits Plan will be the vehicle for option selected.

Article XVII. LONGEVITY PAY

Section 1. Longevity Payment Intervals

For longevity purposes, years of service in the Northview Public Schools System shall be computed twice per year; once as of December 1 and once as of June 1.

Section 2. Longevity Payment

One-half of the amount listed below will be paid in a lump sum with the first pay in December and one-half with the first pay in June.

Section 3. Longevity Payment Begins

A full-time employee who has completed the number of years as stated below shall begin to earn longevity beginning with the following year of continuous employment, at the rate per annum as indicated 2010-2013

- Five (5) years... \$1,000
- Eleven (11) years... \$1,100
- Sixteen (16) year... \$1,300
- Twenty-one (21) years \$1,400

Article XVIII. MISCELLANEOUS PROVISIONS

Section 1. Copies of this Agreement

Copies of this Agreement shall be prepared at the expense of the Board and presented to all affected employees now or hereafter employed by the Board.

Section 2. Terms of this Agreement

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

Section 3. Contrary to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 4. Entire Agreement

During the negotiations leading up to this Agreement each party had the opportunity to bargain on all proper matters. This represents the entire Agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject whether mentioned herein or not.

Section 5. Interruption of Service

The Association recognizes that the cessation or interruption of services by employees as defined in Section I of Public Act 336 of 1947 of Michigan, as amended, is contrary to law and public policy. Accordingly, the Association and employees agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any cessation or interruption of services by any employee or group of employees.

Article XIX. DURATION

Section 1. Duration of Contract

This contract shall become effective July 1, 2010, and shall remain in full force and effect until June 30, 2013.

Section 2. Discussion of New Contract

On or before April 1, 2013, the Board of Education agrees to meet with representatives of the Northview Maintenance Employee Association and discuss proposals that each may make for incorporation into the contract to cover the period following the termination of this Agreement. Such discussions shall be scheduled from time to time until all suggestions have been heard and a substitute contract, agreeable to a majority of the employees in the unit covered, has been proposed by the Board of Education. Representatives of the Association shall not exceed three (3) in number.

**BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS**

**MAINTENANCE ASSOCIATION
NORTHVIEW PUBLIC SCHOOLS**

**Craig McCarthy
Head Negotiator**

**Mark Fargo
Association Representative**

**Lynn Peterman
Negotiator**

**Scott Wildey
Association Representative**

**Timothy J. Detwiler
President, Board of Education**

**Doug S. LaFleur
Secretary, Board of Education**

SUPPLEMENTAL A
MAINTENANCE CLASSIFICATIONS

<u>Classification</u>	<u>Position</u>
I	Groundsman
II	Maintenance/Bus Mechanic

**SUPPLEMENTAL B
MAINTENANCE WAGE SCHEDULE**

2010-2011		
	Class I	Class II
Step 0	\$ 15.45	\$ 16.89
Step 1	\$ 15.99	\$ 17.43
Step 2	\$ 16.31	\$ 17.96
Step 3	\$ 17.04	\$ 18.48
Step 4	\$ 17.55	\$ 18.88
Step 5	\$ 18.05	\$ 19.48
Step 6	\$ 18.54	\$ 19.97
Step 7	\$ 19.02	\$ 20.42
Step 8	\$ 19.47	\$ 20.90
Step 9	\$ 19.92	\$ 21.35

2010-2011

Wages: 0% on base, advance steps if available, 1% payment to an annuity 403 (b) upon retirement/severance.

Wages and Insurance will be discussed on an annual basis.

For 2011-12

Wage and Step freeze (including longevity)

For 2012-13

Wage and Step freeze (including longevity)

Open financial conditions of the contract if SAF base funding improves in year two of the contract.

Notice of Non-Discrimination

Northview Public Schools does not discriminate on the basis of race, color, religion, gender, national heritage, age, height, weight, marital status, handicap, disability or limited English proficiency in any of its programs or activities.

Any questions or complaints concerning non-discrimination policies, Title II, the Age Discrimination Act, Title VI or IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex, or inquiries related to section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap, should be directed to:

Northview Public School
4365 Hunsberger NE
Grand Rapids MI 49525
616-363-6861