

NORTHVIEW PUBLIC SCHOOLS

EMPLOYMENT REGULATIONS

NORTHVIEW EXTENDED DAYCARE

July 1, 2009– June 30, 2011

REVISED – June 2010

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NORTHVIEW EXTENDED DAYCARE

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EMPLOYMENT REGULATIONS

The benefit levels and stated conditions of employment established by this document will remain in effect from July 1, 2009 until June 30, 2011.

Article I. EMPLOYEE CLASSIFICATIONS

- a. Full Time: An employee working 35 or more hours a week during the school year and/or who is working year round.
- b. Regular Part Time: An employee working less than 35 hours a week but at least 10 hours a week during the school year or longer.
- c. Positions: Lead Instructor, Child Care Assistant

Article II. 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 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 III. PROBATIONARY PERIOD

Benefits will begin after an employee has successfully completed his/her 60 work day probation period. All employees are considered at will employees.

Article IV. ILLNESS

A full time employee will receive (1) paid sick day per month or (12) days in any one year. An employee may accumulate up to 100 sick days.

A regular part time employee will receive (6) paid sick days in any one year. A part time employee may accumulate up to 100 sick days. Sick days will be credited only after the probationary period of 60 days.

If all sick days are used up, personal, floating holidays and/or vacation days may be used if authorized.

A doctor's note is required for any sick leave of absence for more than 3 consecutive days.

Employees shall possess and maintain sufficient good physical and mental health to adequately perform their respective duties.

All sick leave credits shall terminate when the employee leaves the employment of the district.

Absences

Any and all absences must be clearly defined and approved if using sick days, personal days, vacations days or floating holidays.

Called in absences must be clearly defined and authorized.

If an employee is unable to work their scheduled hours, they are responsible for securing a substitute or another employee to cover the hours they will be absent, with Director approval.

The director must approve any and all schedule changes.

Any non-authorized absences for more than 3 consecutive days, is cause for suspension without pay and/or termination.

Article V. LEAVES WITH PAY

Personal Business

A full time employee will receive (3) personal business days each year. A regular part time employee will be eligible for (2) personal business days each year. Unused personal business days will roll to accumulated sick days at the end of the contract year.

Bereavement

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 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.

Jury Duty

The Board will pay the difference between the amount paid for the scheduled hours of said day(s) and jury duty compensation.

Article VI. HOLIDAYS

Each full time employee shall be entitled to (1) day’s pay for each of the following holidays:

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

Each regular part time employee will be entitled to the following paid holidays: Labor Day, Thanksgiving, the day after Thanksgiving, Christmas, New Year’s Day, Friday of Spring Break, Memorial Day, and the 4th of July .

Article VII. PAID VACATION TIME

Each full time employee shall receive (2) weeks (10 working days) vacation pay after having been employed for one year of continuous service, (3) weeks (15 working days) after having been employed for five (5) years of continuous service, (4) weeks (20 working days) after having been employed for thirteen (13) years of continuous service.

Each part time employee shall receive (5) days of vacation pay after having been employed for one year of continuous service and (10) days after having been employed for (5) years of continuous service.

Vacation days will be available to the employee on the one-year anniversary of their permanent hire date for the Day Care program. This will be done on a pro-rated basis for the remainder of the contractual year the anniversary occurs. Full vacation accumulation and years of service calculation for vacation days will then begin at the start of the next contractual year.

Article VIII. EMPLOYEES WORKING LESS THAN 10 HOURS

An employee, who works less than 10 hours a week or is a sub, will not receive any benefits.

Article IX. SALARY SCHEDULE QUALIFICATIONS

The Superintendent or designee based on prior experience and/or educational preparation will place each new employee on the salary schedule.

Advancement on the salary schedule to the next experience step will be based on the following criteria:

1. Receipt of a satisfactory evaluation for the immediate preceding school year.
2. Each full time and regular part time employee will be advanced to the next salary step on July 1 if he/she has been employed and worked on a regularly scheduled basis for three calendar months or longer the preceding year.

Article X. INSURANCE

Section 1 HEALTH

Each full time employee may elect one of the following options:

- A. The Board will contribute up to 75% of the premium for full family health insurance for each full time employee who elects such coverage. Employees covered under a double or single insurance plan will pay \$38 per month (pre-tax.) The specific terms and conditions of these coverages are set forth in the group policies provided by the Insurance Carrier that was selected by the Board

OR

\$200 per month cash in lieu of insurance

OR

B. Dental and Vision

The Board will contribute 100% of the full family dental and vision insurance premium for each full time employee who elects such coverage.

Section 2. LIFE

Life insurance in the amount of \$10,000 is provided for any full time employee.

Section 3. LONG TERM DISABILITY

Full- time employees will receive a Long Term Disability Insurance program with the following conditions:

1. There will be a limit of 66-2/3 (75% monthly pay limit) of income not to exceed \$3000.00 per month prorated over a twelve (12) month period to age 65.
2. There will be a ninety (90) calendar day waiting period.
3. 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).
4. Alcoholism/drug addiction – 2 year limit. Mental/nervous – 2 year limit.
5. The coverage shall become effective at the beginning of the insurance month immediately following date of employment.

6. 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.
7. All other benefits are severed with the exception of medical care at the point in time where the employee can no longer provide service.

Article XI. RETIREMENT BENEFIT

Full and regular part time employees who retire from the Northview Public Schools Day Care Program after ten (10) years of continuous employment and who reaches the age of retirement and immediately qualifies for benefits under the Michigan Public School Retirement System, shall be paid for each day of accumulate unused sick leave at the following rate:

\$16.00 per day

Article XII. LEAVES WITHOUT PAY

Day Care employees may, at the discretion of the Superintendent or designee, be granted a leave of absence without pay.

Absences without leave approval, except in emergency situations, may be cause for termination of employment.

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 by 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.

Article XIII. LONGEVITY

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

	Full-Time	Part-Time
Five (5) years:	\$300	\$225
Eight (8) years:	\$400	\$300
Eleven (11) years:	\$500	\$375

Fifty percent (50%) of the eligible payment will be paid in the first pay in December with the balance being paid in the second pay in June. Longevity pay will be made to active employees only.

Article XIV. DAY CARE WAGE SCHEDULE

		2009-2010		2010-2011
Lead Instructor			Lead Instructor	
	Step 1	10.09	Step 1	10.09
	Step 2	10.44	Step 2	10.44
	Step 3	10.80	Step 3	10.80
	Step 4	11.19	Step 4	11.19
	Step 5	11.56	Step 5	11.56
	Step 6	11.91	Step 6	11.91
	Step 7	12.15	Step 7	12.15
	Step 8	12.39	Step 8	12.39
	Step 9	12.64	Step 9	12.64
	Step 10	12.89	Step 10	12.89
Child Care Assistant		2009-2010	Child Care Assistant	2010-2011
	Probation	8.20	Probation	8.20
	Step 1	8.55	Step 1	8.55
	Step 2	8.93	Step 2	8.93
	Step 3	9.28	Step 3	9.28
	Step 4	9.65	Step 4	9.65
	Step 5	10.02	Step 5	10.02
	Step 6	10.39	Step 6	10.39
	Step 7	10.75	Step 7	10.75
	Step 8	10.97	Step 8	10.97
	Step 9	11.18	Step 9	11.18
	Step 10	11.40	Step 10	11.40

Wage Scale to be frozen for 2009-2010.

2010-2011 0% on base; advance steps if available, and 1% payment to an annuity 403 (b) up retirement/severance.

When overtime is required and authorized, day care employees will be compensated at one and one-half rate beyond 40 hours per week. Overtime compensation shall only occur after 40 hours of actual work and employee shall not be eligible for overtime compensation if part of the 40 accumulated hours is comprised of vacation time, illness, personal business, etc.

Note: The Day Care is a self-supporting operation. All wages listed above are paid for by revenue generated from fees for child care.

Miscellaneous:

Any employee directed/required to drive their personal vehicle for day care related errands shall be reimbursed for mileage costs at the current federal rate.

The Board will pay for all annual training required by state licensing, in addition to CPR training, First Aid training, and Bloodborne Pathogen training. The Board will pay employee wages for time spent to obtain this training. If necessary the center may be closed for said training.

Article IV. DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2009, and continue in effect until June 30, 2011. On or before May 1, 2011, the Board of Education agrees to meet with representatives of the Daycare program 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 has been proposed by the Board of Education.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized representatives this

**NORTHVIEW EXTENDED
DAY CARE PROGRAM**

**THE BOARD OF EDUCATION
OF NORTHVIEW PUBLIC SCHOOLS**

Nicholette Driggs
Negotiator

Craig McCarthy
Negotiator

Lyn Peterman
Negotiator

Lisa Gendler
Board of Education Secretary