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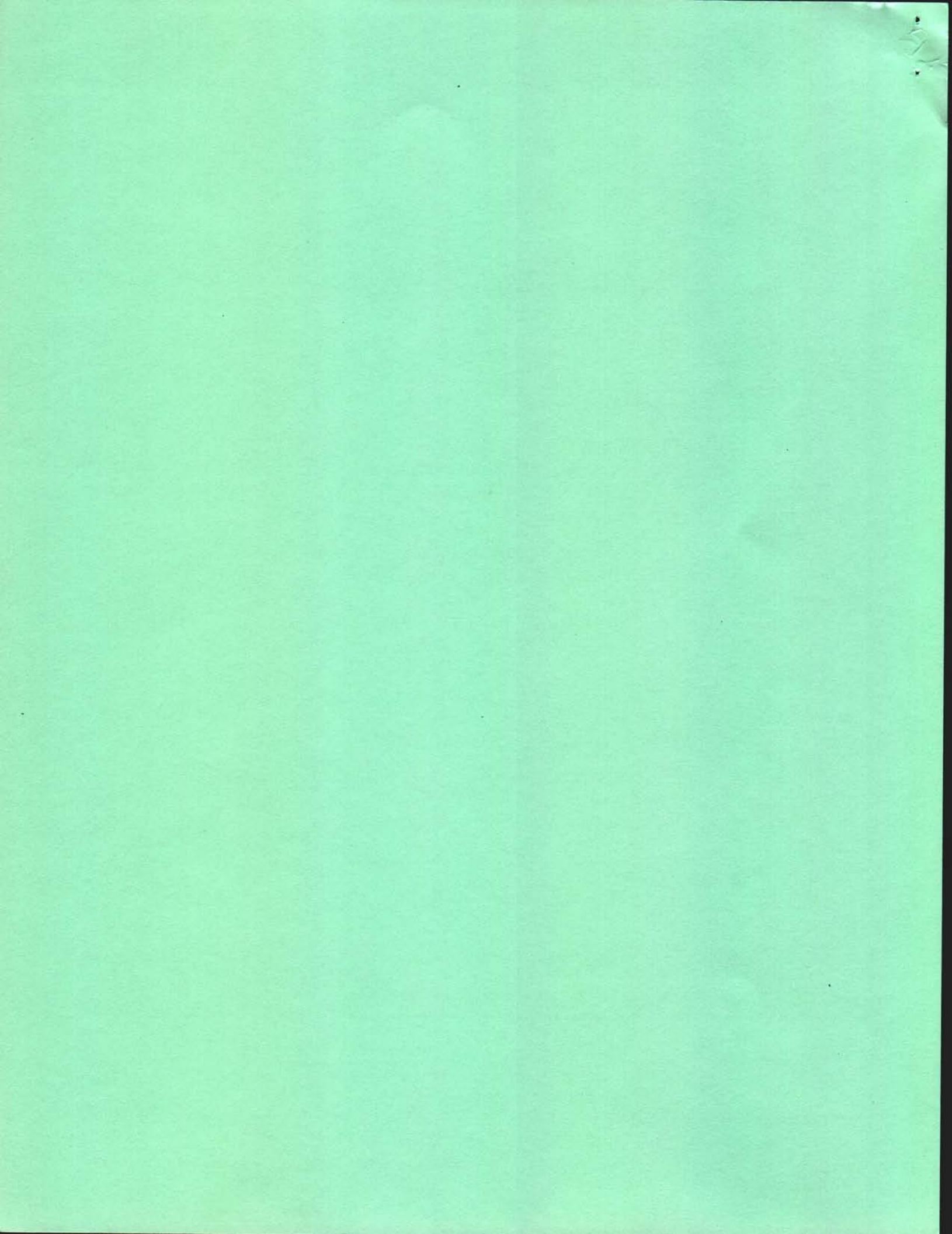
NORTHVIEW PUBLIC SCHOOLS

EMPLOYMENT REGULATIONS

NORTHVIEW PUBLIC SCHOOLS CUSTODIAL ASSOCIATION

JULY 1, 1996 - JUNE 30, 1998

Northview Public Schools



CUSTODIAL PERSONNEL

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NORTHVIEW PUBLIC SCHOOLS

EMPLOYMENT REGULATIONS

CUSTODIAL PERSONNEL

The employee benefits and job conditions which are described in this employment contract are set by the Board of Education to compensate 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 Custodial Employee Representatives, all of whom 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, 1998. A procedure for future amendments is provided.

ARTICLE I

EMPLOYEE COVERAGE

Employees covered by this contract shall include all custodial employees of Northview Public Schools, including all head custodians, day and night custodians employed by the school system in the classifications covered by this Agreement, and excluding substitutes, the Director of Operations and Maintenance, and all other employees.

ARTICLE II

EMPLOYEE RIGHTS

Section 1. The Board of Education recognizes that employees covered by this contract have formed the Northview Custodial 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 four (4) meetings per calendar year, each to last one (1) hour or less. Additional meetings may be held at the discretion of the Assistant Superintendent.

Section 2. 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 Assistant Superintendent, in writing, as to who has been selected to represent them and also promptly report any changes.

ARTICLE III

BOARD RIGHTS

The Board of Education, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) to the executive management and administrative control of the school system and its employees, properties, and facilities;
- (b) to hire all employees and subject to the provisions of law to determine their qualifications, the conditions of their dismissal or demotion, and to promote and transfer all such employees;
- (c) to the exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of good judgment and discretion in connection therewith shall be limited by the specific and express terms of this Agreement and then only to the extent such specific and express terms of this Agreement hereof are conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

ARTICLE IV

TRANSFERS, ASSIGNMENT, SENIORITY

Section 1. 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. Probationary employees may be terminated with or without cause (this does not apply to an employee transferred to a new position who has already completed an initial probation period). When a probationary employee has been terminated without cause he/she shall be given five (5) days notice and have been under qualified training and close supervision. New employees shall be informed of the possibility of not keeping the position in which they were originally placed due to the potential of other probationary employees being relocated.

Section 2. Probationary Period.

1. 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 sixty (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.
2. Uniforms will not be provided until the end of the probationary period.
3. After an employee has completed the probationary period of employment and has proven satisfactory, he/she will then receive retroactive payment for any holidays as provided in Article XII.

Section 3. Transfer, Assignment and Promotion.

1. 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 Assistant Superintendent. 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. The employees who meet all other criteria and are rated in the satisfactory range on the most recent evaluation will be given first consideration.

2. Each employee who is transferred or assigned to a new position of equal or lower class, shall be on probation for thirty (30) workdays. If the employee is unsatisfactory, he/she will be returned to the previous job status.
3. Each employee who is moved into a higher classification shall be on probation, not to exceed eighty (80) work days in that. 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 he/she is capable of performing.
4. 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.
5. Employees may submit a request to the Assistant Superintendent 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 4. Layoff and Recall Procedure.

1. If a layoff occurs for any reason, and newly hired probationary employees are employed in the classification affected, they shall be the first to be laid off.
2. Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board:
 - a. Skill and ability
 - b. Experience and qualification
 - c. Prior job performance
 - d. Seniority
 - e. Evaluations

If a more senior employee is laid off, the employee and Association will be notified of the reason for retaining a less senior employee.

3. Recall shall be in inverse order based on the same criteria used for layoff as determined by the Board.
4. 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.

Section 5. 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. transfer to a position outside the group covered by this contract.

Section 6. Newly Created Position.

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.

1. Each new employee shall have on file a health certificate indicating the individual's physical fitness for his/her duties from a licensed doctor of medicine approved by the Board prior to beginning employment. Employment in any position shall be contingent upon filing this certificate with the Assistant Superintendent. The Board will pay for the authorized physical exam.

Section 2.

1. Twelve (12) months of continuous services is required to qualify for movement to the next step on the salary schedule.
2. July 1 becomes the effective date for pay 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 excluded from the above categories and students.

If a part-time or school year employee moves to full-time, time worked to qualify for benefits, sick days, seniority, vacation time, and longevity will be converted to a full-time equated amount based on 2080 hours annually.

If a new employee is hired as a temporary or a substitute, all Association officers and Head Custodians of affected buildings will be notified of status of these employees in regard to their classification until such time as their employment is terminated or they become permanent employees.

Section 4. Temporary Summer Help:

1. If the Administration determines that additional help is needed for summer cleaning, school-year employees will be offered the opportunity to work prior to hiring new employees. This does not preclude the use of JTPA or other subsidized employees.
2. Temporary help hired will not be subject to the terms or conditions of this Agreement.
3. If an employee working in a classification other than a "head" position is designated to serve as a supervisor for two or more other employees, including part-time or student employees,

he/she will receive a supervisory increment of 20 cents per hour for the designated time period.

Section 5. Professional Development

1. Employees are encouraged to attend the professional development seminars that are sponsored at the county level each year. If deemed necessary by their supervisor, employees may be required to attend specific seminar topics.
2. Workshops/seminars may be scheduled periodically on teacher in-service days. Specific dates and topics will be selected as needed and as finances permit. The Custodial Employee Representatives will be consulted regarding topics of interest.

ARTICLE VI

EVALUATION

All employees shall receive a formal evaluation each year by the appropriate supervisor. Evaluations are to be completed on or before April 30. The employee shall receive a copy of the written evaluation. A copy signed by the employee and supervisor shall be received by the Assistant Superintendent 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 of assisting the employee in improving 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.

Evaluation forms and the procedure are developed by committee of employees and representatives of the Administration. Proposed changes to the form or procedures shall first be submitted to the committee for review and input and mutual agreement. If the committee cannot reach mutual agreement the Assistant Superintendent may elect to implement the proposed changes.

ARTICLE VII

RETIREMENT

Section 1. The Board of Education may require retirement of any employee whose physical or mental health, as determined by a qualified physician, makes it impossible to meet the normal obligations of the employee's regular assignments. The expense of this medical examination shall be assumed by the Board of Education.

Section 2. After ten (10) years of continuous employment a full-time employee who reaches the age of retirement to qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, shall be paid for each day of accumulated unused sick leave at the following rates:

- a. accumulation since June 30, 1976 - \$20.00 per day;
- b. accumulated days frozen as of June 30, 1976 - \$14.00 per day.

School year employees meeting the above criteria will receive seventy-five (75) percent of the above rates.

ARTICLE VIII

UNIFORMS

Section 1. In an effort to maintain a neat standard of appearance, the school district will provide each full-time employee with up to four (4) complete sets of uniforms each school year.

Employees are expected to wear a neat and clean uniform to work.

Section 2. An employee can apply the cost of one (1) set of uniforms toward the purchase of approved work shoes or cold weather wear. Payment will be made upon presentation of a paid receipt for the shoes or clothes.

Section 3. Uniforms, shoes, and cold weather wear are provided for use during employment at Northview Schools and are not intended for personal use.

Section 4. A new employee will qualify for said uniforms upon completion of the probationary period. Employees that qualify for uniforms after March 1st will receive them after July 1st.

ARTICLE IX

HOURS OF WORK

Section 1. Each employee will work a total of forty (40) hours per week unless otherwise specified by the Assistant Superintendent and/or Director of Operations and Maintenance. 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.

1. Whenever an employee is called in for emergency work, he/she shall receive the rate applicable, or two (2) hours at his/her regular rate whichever is higher. This provision shall not apply to regularly scheduled maintenance work.
2. Employees who open and close a building(s) on Saturday will receive the following minimum number of hours pay, provided, however, the employee may be required to work any minimum period below:

Two (2) hours - If eight (8) hours or less between open and close.

Three (3) hours - If more than eight (8) hours between open and close.

Employees working on Sunday will receive a minimum of three (3) hours pay.

Section 3. Premium Pay.

Employees will be paid at their regular rate of pay for hours worked on a holiday plus their eligible holiday pay. Double time will be paid for all hours worked in excess of forty (40) hours per week for Sunday work.

Section 4. When overtime is required and authorized, custodial employees of the building will be given first opportunity for overtime on a rotating basis. The rotation shall be by seniority as follows: full-time, school year and part time. If building employees are not available, other employees in the custodial group shall be offered the overtime.

Section 5. Each employee shall be entitled to a fifteen (15) minute rest break during each four (4) hour work period.

Section 6. 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:

1. If the school days are not going to be rescheduled, payment for hours worked on "snow" days will be at twice the normal rate of pay or, as determined by the Administration, employees will be given compensatory time off for actual hours worked.

2. If the school days are re-scheduled, employees who do not report for work on "snow" days will not be paid unless personal leave time is authorized.

Section 7. If an employee is assigned to work in a higher classification for more than five (5) consecutive work days, he/she will be paid the rate for that classification retroactive to the first day in the new classification.

Section 8. 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. The following restrictions shall apply:

- a. Time accumulation must be in increments of six (6) minutes with a maximum of forty (40) hours.
- b. Time must be entered on a separate time sheet and signed by employee's supervisor and submitted to the payroll office.
- c. Usage of compensatory time is subject to advance approval.
- d. When compensatory time is used an absence slip must be completed specifying compensatory time as the reason for absence.

ARTICLE X

LEAVES OF ABSENCE

Section 1. 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. 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.

1. A full-time employee will earn sick leave eligibility at the rate of one (1) day per full month worked.
2. 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.
3. A regular part-time employee working four (4) or more hours per day will earn a prorated sick leave eligibility based on actual time worked.
4. Each employee shall accumulate sick leave days to a maximum of sixty-five (65) days. As of June 30, 1976, all full-time employees with more than thirty-five (35) days of accumulated leave will have those days frozen in their individual accounts.
5. Employees shall be credited with the respective number of days to be earned at the commencement of each year of employment.
6. Each employee shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.
7. An employee who desires to use a sick leave day must notify the building administrator or Central Office as soon as possible.
8. If an employee is unable to complete the year of employment and who has previously used more of the sick days than earned the additional days shall be deducted from the employee's last pay check.
9. Payment for earned and accumulated days will be subject to medical verification upon request of the Director of Operations and Maintenance.
10. 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 holiday may be taken when desired as long as prior approval has been received.

Section 4. Personal Business.

Two (2) days absence for personal business reasons may be granted during the year without loss of salary after the probationary period has been attained. All personal business days must be approved by the Assistant Superintendent or designee. Personal business days not used may accumulate up to a maximum of four (4) days.

An applicant for a business day is required to state the reason for such absence. 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 Assistant Superintendent or designee. The purpose of personal business leave days shall be subject to advance verification by the Administration..

Personal business, may be approved for the transaction of personal matters which cannot be attended to on weekends or outside normal working hours.

Personal business leave days cover such areas as the following:

- a. court subpoena;
- b. religious observance by employee;
- c. death of friend or relative not covered by death in family;
- d. moving (involving change of address on part of employee);
- e. medical and dental appointments when such appointments cannot be made at any other time;
- f. serious medical situations in the immediate family not covered by sick leave.

Section 5. Death in Family.

Absence without loss of salary shall be allowed according to the following schedule.

Death of parent, parents-in-laws, spouse, child, sister, brother:

---up to five (5) workdays.

Death of other member of the immediate family of the employee's spouse and brothers-in-law or sisters-in-law of the employee:

---up to two (2) workdays.

Death of other relative or friend:

---up to one (1) workday.

Section 6. 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 7. Other.

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

Section 8. 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 Assistant Superintendent. The offense may constitute grounds for dismissal.

ARTICLE XI

WORKERS' COMPENSATION

Section 1. 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. An employee who is absent due to an injury and is eligible for Workers' Compensation benefits must elect to:

- a. receive Workers' Compensation benefits;
- (OR)
- b. receive sick leave payment.

If option b. is selected the employee will be paid during the period of disability until their sick leave entitlement is exhausted. After this period of time, the employee receives only the Workers Compensation benefits and the medical insurance premiums defined in Section 3 below.

Section 3. 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. The following conditions shall be met in order to obtain holiday with pay:

- a. On the date of the holiday the employee has been on the payroll for at least thirty (30) days.
- b. 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 absence was excused by the administration due to accident sickness, or similar cause, or unless the holiday fell during the employee's scheduled vacation period.

Section 2. Each full-time employee will be entitled to holiday pay for each of the following holidays. Regular part-time employees working four (4) or more hours per day on a year round basis will be entitled to one (1) day's pay based on their regular rate and schedule for each of the following holidays:

July 4th	Thanksgiving
Labor Day	Day after Thanksgiving
Memorial Day	

1996-97

Christmas Eve (Dec. 24)
Christmas Day (Dec. 25)
New Year's Eve (Dec. 31)
New Year's Day (Jan. 1)

1997-98

Christmas Day (Dec. 25)
Day After Christmas (Dec. 26)
New Year's Day (Jan. 1)
Day After New Year's (Jan. 2)

Good Friday shall be observed as a holiday under this agreement

if school is not in session.

Section 3. Each school year employee shall be entitled to one (1) day's pay based on their regular rate and schedule for each of the following holidays:

- | | |
|---------------------------|----------------|
| Labor Day | Christmas Day |
| Thanksgiving Day | New Year's Day |
| Friday after Thanksgiving | Memorial Day |

ARTICLE XIII

VACATION

Section 1. Regular full-time employees are entitled to paid vacation each year based upon a continuous length of service and employment during July 1st to June 30th. 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 pay shall consist of a continuation of the prescribed salary for the period of the vacation.

Section 3. Arrangements for vacation must be made with and approved by the Director of Operations and Maintenance. 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.

Section 4. School year employees and regular part-time employees working four (4) or more hours per day, will earn ten (10) days pay based on their regular rate and schedule. A pro-rata benefit will be paid for less than a full year of service for new employees.

ARTICLE XIV

PROCEDURE FOR SUGGESTIONS AND COMPLAINTS

Section 1. 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. If a complaint is not satisfactorily settled in this manner or if any employee feels that a suggestion he/she has made is not adequately credited, he/she is encouraged to reduce the matter to writing no later than the fifth working day following the discussion with his/her Supervisor. A copy of this written communication shall be given to his/her supervisor and a copy to the representative designated by Northview Custodial Employees' Association.

Section 3. If the matter is still pending for five (5) working days following receipt of the written communication by the Director of Operations and Maintenance, 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 receipt of the written communication by the Director of Operations and Maintenance.

The Director of Operations and Maintenance 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 4. If the written disposition of the suggestion or complaint given in Section 3 is not considered satisfactory by the employee having filed the matter, it shall be submitted to the Assistant Superintendent no later than the end of the fifth working day following the date of this disposition specified in Section 3.

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 Assistant Superintendent, he/she shall give his/her written disposition of it.

Section 5. If the disposition given in Section 4 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.

1. The Board will provide a comprehensive, semi-private, health insurance program for the employee and the eligible dependents. This benefit will be provided for both full-time and school-year employees.
2. 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.
3. Coverage will terminate at the end of the month in which the employee leaves the school district.
4. The Board shall provide the above program until this contract terminates.
5. 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.

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

1. The category structure is as follows:

- a. **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.

- b. **CLASS II BENEFITS:** \$50 annual deductible with a maximum of two deductibles per family. After deductible, 70% of the 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 - \$1000.

2. 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.
3. Benefits will be provided under the conditions provided above in Sections A, Items 2, 3, 4, and 5, of the Health Insurance Program.

Section 3. Vision.

1. The Board will provide SET Ultra-Vision Plan IV for all full-time and school year regularly scheduled employees who elect

such coverage by completing and signing the appropriate application.

2. Benefits will be provided under the conditions provided above in Sections A, Items 2, 3, 4, and 5, of the Health Insurance Program.

Section 4. Life Insurance.

1. The Board of Education will provide upon completion of employee's probationary period, for each full-time and school year employee, a \$30,000 death benefit, plus \$30,000 accidental insurance.
2. 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.
3. Benefits will be provided under the conditions provided above in Sections A, Items 2, 3, 4, and 5, of the Health Insurance Program.

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:

1. 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.
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 services as a custodial employee.

8. 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.

ARTICLE XVII

LONGEVITY PAY

1. 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 30.
2. 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 second pay in June.
3. A full-time employee who has completed the number of years as stated below shall begin to earn longevity beginning with the seventh year of continuous employment, at the rate per annum as indicated:

Six (6) years	\$300
Eleven (11) years	\$400
Sixteen (16) years	\$600
Twenty-one (21) years	\$700

All school-year employees who meet the above service criteria will be eligible for 75% of the above benefits.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Section 1. Copies of this Agreement shall be prepared at the expense of the Board and presented to all employees in the bargaining unit.

Section 2. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

Section 3. 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. 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. The Association recognizes that the cessation or interruption of services by employees as defined in Section 1 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.

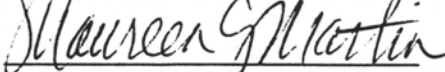
ARTICLE XIX


DURATION

Section 1. This contract shall be come effective July 1, 1996, and shall remain in full force and effect until June 30, 1998.

Section 2. On or before April 1, 1998, the Board of Education agrees to meet with representatives of the Northview Custodial Employees 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, plus one alternate member who may be a non-participating member of all meetings.


**BOARD OF EDUCATION
NORTHVIEW PUBLIC SCHOOLS**


Maureen Martin
Assistant Superintendent


Steven D. Crandall
President, Board of Education


M. Thomas Lothamer
Secretary, Board of Education

**CUSTODIAL ASSOCIATION
NORTHVIEW PUBLIC SCHOOLS**


Pete Russo
Chairperson


Jerry Eckelbarger
Association Member

SUPPLEMENTAL A
CUSTODIAN CLASSIFICATIONS

<u>Classification</u>	<u>Position</u>	<u>All Locations</u>
I	Day or Night Custodian	All Buildings
II	Head Night Custodian	Middle Schools High School
III	Head Custodian	Elementary Schools
IV	Head Custodian	Middle Schools
V	Head Custodian	High School

A. Shift Premiums: The following shift premiums will be paid to an employee assigned to an eight (8) hour shift beginning:

1. Between 11:00 a.m. and 2:30 p.m. 8 cents
2. Between 2:30 p.m. and 7:00 p.m. 15 cents
3. Between 7:00 p.m. and 12:00 midnight 25 cents

If future transfers and/or assignments require a change in the classification structure, the parties agree to discuss the issue in an attempt to change the contract to accommodate the change(s).

SUPPLEMENTAL B - WAGE SCHEDULE

**1996-97 HOURLY RATES:
(EMPLOYEES HIRED BEFORE 10/1/96)**

CLASS	STEP <u>0</u>	STEP <u>1</u>	STEP <u>2</u>	STEP <u>3</u>	STEP <u>4</u>	STEP <u>5</u>
I	\$10.76	11.16	11.61	11.80	13.00	13.21
II	\$11.01	11.42	11.87	12.06	13.28	13.49
III	\$11.27	11.70	12.15	12.33	13.58	13.79
IV	\$11.58	12.00	12.47	12.65	13.93	14.13
V	\$12.09	12.55	13.00	13.18	14.51	14.73

**1996-97 HOURLY RATES:
(EMPLOYEES HIRED ON OR AFTER 10/1/96)**

CLASS	STEP <u>0</u>	STEP <u>1</u>	STEP <u>2</u>	STEP <u>3</u>	STEP <u>4</u>	STEP <u>5</u>
I	\$10.76	11.16	11.61	11.80	12.22	12.68
II	\$11.01	11.42	11.87	12.06	12.48	12.95
III	\$11.27	11.70	12.15	12.33	12.77	13.23
IV	\$11.58	12.00	12.47	12.65	13.09	13.57
V	\$12.09	12.55	13.00	13.18	13.64	14.14

**1997-98 HOURLY RATES:
(EMPLOYEES HIRED BEFORE 10/1/96)**

CLASS	STEP <u>0</u>	STEP <u>1</u>	STEP <u>2</u>	STEP <u>3</u>	STEP <u>4</u>	STEP <u>5</u>
I	\$10.97	11.39	11.84	12.03	13.26	13.48
II	\$11.23	11.65	12.10	12.30	13.54	13.76
III	\$11.49	11.94	12.39	12.57	13.85	14.06
IV	\$11.81	12.25	12.71	12.90	14.21	14.42
V	\$12.33	12.80	13.26	13.45	14.80	15.02

**1997-98 HOURLY RATES
(EMPLOYEES HIRED ON OR AFTER 10/1/96)**

CLASS	STEP <u>0</u>	STEP <u>1</u>	STEP <u>2</u>	STEP <u>3</u>	STEP <u>4</u>	STEP <u>5</u>
I	\$10.97	11.39	11.84	12.03	12.46	12.94
II	\$11.23	11.65	12.10	12.30	12.73	13.21
III	\$11.49	11.94	12.39	12.57	13.02	13.50
IV	\$11.81	12.25	12.71	12.90	13.35	13.84
V	\$12.33	12.80	13.26	13.45	13.91	14.42

SUPPLEMENTAL C - ATTENDANCE INCENTIVE

Each employee that is absent due to illness or injury for less than four (4) days from July 1 through June 30 of each fiscal year will receive an additional twenty-five (25) cents per hour for all hours worked from July 1 through June 30 of the preceding fiscal year. Each employee that is absent due to illness or injury for less than five (5) days from July 1 through June 30 of each fiscal year will receive an additional fifteen (15) cents per hour for all hours worked from July 1 through June 30 of the preceding fiscal year. Payment will be made in the second regular pay period in July to all employees who completed the fiscal year and satisfied the above criteria.

LETTER OF AGREEMENT

NORTHVIEW PUBLIC SCHOOLS
CUSTODIAL PERSONNEL

RE: Quality Work Incentive

For the year 1997-98 only, each full time and school year employee will have the opportunity to earn a paid leave day on Friday, August 29, 1997, if both of the following criteria are met:

- 1) Results of a walk-through inspection of the building by the custodian, principal and Director of Operations determine that the building is ready for the opening of school.
- 2) Overtime hours have not been used for general cleaning in order to get the building ready for opening.

The employee will be responsible for scheduling the walk-through with the principal and the Director of Operations.

Compensation for the leave day will be paid at the employee's regular rate of pay. An employee who does not qualify for the additional leave day will work regularly scheduled hours and will be paid at the regular rate of pay.

Dated this 28th day of February, 1997.

FOR THE BOARD

Maurice Martin

Stanley

M. Thomas Othman

FOR THE ASSOCIATION

John Russo

Jenny Echelbarga

LETTER OF AGREEMENT

NORTHVIEW PUBLIC SCHOOLS

RE: Substitute Employees

A joint labor/management committee to explore issues related to substitute employees is hereby established. The committee's charge shall be to develop a plan to recruit and retain substitute custodial employees.

The committee shall meet within sixty (60) calendar days of signing of this agreement and as regularly thereafter as necessary and as committee members schedules shall permit.

Dated this 28th day of February, 1997

FOR THE BOARD

Maureen Martin
Stan Can
M. Thomas Roth

FOR THE ASSOCIATION

John Russo
James F. Eckelberry

