# NORTH MUSKEGON PUBLIC SCHOOLS NON-AFFILIATED CLERICAL WAGE AND BENEFIT INFORMATION



July 1, 2024 - June 30, 2025

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# Article I.

# **CLASSIFICATIONS**

- Clerical
- Elementary Media Center Specialists

# Article II. WORK YEAR

2.1 The following shall be the scheduled paid days including paid holidays per year.

\*This classification may work in the summer based on the administrator's approval.

Position	Annual Days	Start/End Dates 2024/2025
Building Clerical	Two weeks before/after	8/05/24 - 6/20/25
Elementary Media Center Specialist	One week before/after	8/12/24 - 6/13/25

#### Article III. HOLIDAYS

- 3.1 The following days shall be recognized as holidays with pay:
  - Labor Day
  - Thanksgiving Day
  - Day after Thanksgiving
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
  - New Year's Day
  - Memorial Day

#### Article IV.

#### **AUTHORIZED LEAVES OF ABSENCE**

#### 5.1 Sick Leave

Employees shall be granted 5 days for sick leave. If the employee fails to work a full contract year, their sick leave will be subject to proration based on contract days actually worked. Unused paid leave days shall be cumulative.

Request for use of sick days must be submitted via email to the Administrative Assistant. Requests will be reviewed for approval by the employee's supervisor.

#### 5.2 Emergency Leave

Employees shall be granted 5 days. The employees are permitted without deductions from pay for emergency and bereavement reasons.

- A. Bereavement/Emergency leave is granted for the following reasons:
  - a. Absence due to in-patient hospitalization or death in the immediate family or of a close relative (see) paragraph B for definition of immediate family and close relative).
  - b. Absence due to unplanned hospitalization and/or emergency room visit.
  - c. Accidents or inability to reach school because of weather conditions.
  - d. Unusual circumstances which may be considered on their merits by the Superintendent of Schools.
- B. Immediate family shall include father, mother, husband, wife, child, sister, brother, parent-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law. Close relative shall include grandparent, uncle, aunt, first cousin, niece and nephew. "Relative" is interpreted to mean by blood or by marriage.
- C. No remainder of leave granted under emergency leave provisions may be accredited or accumulated from year to year.

#### 5.4 Personal Leave

Employees shall be granted 7 days for personal leave. Unused personal leave days will be moved to the employee's sick bank at the end of the fiscal year. If the employee fails to work a full contract year, their personal leave days will be subject to proration based on contract days actually worked.

Request for use of personal days must be submitted via email to the Administrative Assistant. Requests will be reviewed for approval by the employee's supervisor.

#### 5.5 <u>Disability Leave</u>

In the event of the employee's mental or physical incapacity to perform the duties of his/her office, he/she shall be granted an initial leave of one hundred and twenty (120) calendar days for the purpose of recovery. The employee shall first exhaust any accumulated sick leave and accrued vacation time, with the balance of the one hundred and twenty (120) calendar day period to be unpaid. Health plan premium payments shall be made on behalf of the employee during this interval to the extent required by law. Upon using leave under this provision, the employee shall furnish medical certification to the Board (or its designee) as to the need for the leave.

- A. If the Board (or designee) has reason to doubt the validity of the medical certification supplied by the employee, it may require a second opinion, at Board expense.
- B. The employee may request a one hundred and twenty (120) work-day unpaid leave extension in the event of his/her physical or mental inability to return to work at the expiration of the initial leave interval, as described above, provided that there is a verified prognosis that the employee will be able to resume his/her duties at the end of the extended leave interval. Medical certification shall be supplied by the employee as a condition to any leave extension. Any extensions of leave for this purpose shall be at the Board's discretion.
- C. If the employee is unable to or does not resume work at the conclusion of a leave taken under this paragraph (or any leave extension), his/her employment and contract may be terminated at the Board's option. However, no such termination shall occur where restoration after leave is required by the Family and Medical Leave Act.
- D. Before any resumption of duty after an unpaid leave of absence for a serious health condition, the employee shall provide to the Board a fitness-for-duty certification from the Administrator's health care provider. A second opinion may be required by the Board, at its expense, unless the securing of the second opinion is precluded by the Family and Medical Leave Act.

#### 5.6 Worker's Compensation

In cases where an injury is determined to be job-related and incurred during the course of carrying out the responsibilities of the employee's employment, the employee may use authorized absence leave to make-up the difference between his/her salary and the benefits provided under the Michigan Worker's Compensation Act for the duration of the absence. In the event the employee exhausts their absence leave to make-up any difference, the District will make up the difference until the 90th calendar day is reached.

#### Article V. INSURANCE PROGRAMS AND OTHER BENEFITS

- 6.1 Upon proper application and acceptance for enrollment by the appropriate insurance underwriter, policyholder, or third-party administrator, the Board shall make premium payments on behalf of the employee for the following insurance programs or comparable programs pursuant to Article 6.2 (The elementary media specialists was grandfathered for Article 5):
  - A. Health insurance. The Board shall provide a health plan and pay the annual January statutory hard cap amount toward insurance premium and deductible subject to PSA 152 for health insurance effective January 1 of each contract year.
  - B. Dental insurance. The Board shall provide a dental insurance plan and pay the full cost of premium.
  - C. Vision insurance. The Board shall provide a vision insurance plan and pay the full cost of premium.
  - D. Insurance shall be prorated based upon year worked which includes their Health Savings Account.
  - E. The Board has the right to allocate responsibility to the employee to pay a portion of the premium for the insurance coverages specified above, as may be determined by the Board in its sole discretion. Any such contribution, however, shall not be less than the amount determined by the Board as necessary to comply with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq. The amount of premium contributions designated by the Board as the employee's responsibility shall be payroll-deducted from the employee's compensation.

#### 6.2 Insurance Contracts

The Board reserves the right to change the identity of the insurance carrier, policyholder, or third-party administrator for any of the above coverages, provided that comparable coverage (as determined by the Board) is maintained during the term of contract. Additionally, the Board reserves the right to self-fund any of the benefits listed in Article 6.1.

A. The Board shall not be required to remit premiums for any insurance coverages for the employee and his/her eligible dependents if enrollment or coverage is denied by the insurance underwriter, policyholder, or third-party administrator.

- B. The terms of any contract or policy issued by any insurance company or third-party administrator shall be controlling for all matters concerning benefits, eligibility, coverage, termination of coverage, and other related matters.
- C. The employee is responsible for assuring completion of all forms and documents needed to receive the above-described insurance coverage.
- D. The Board, by remitting the premium payments required to provide the above-described insurance coverage(s), shall be relieved from all liability for insurance benefits.

#### Article VI. MISCELLANEOUS PROVISIONS

#### 7.1 <u>Expenses</u>

The employee shall be eligible to be reimbursed for district required and approved travel, meals, and lodging in accordance with the per-diem expense and reimbursement procedures established by the Board. The employee shall be required to present an itemized account of his/her reasonable and necessary expenses in accordance with directions of the Board or its designee.

#### 7.2 Inclement Weather

Whenever weather conditions are such that school will not be conducting regular classroom schedules, notice of this decision shall be communicated (ie, radio, television, school message) as soon as can reasonably be accomplished. Unless specifically notified to the contrary, employees receive 5 snows days where the employee is not expected to work while still receiving pay based on their regularly scheduled hours. Above the 5 days, employees shall be expected to work, reporting in a safe and timely manner if conditions allow.

#### 7.3 <u>Professional Development</u>

Subject to prior approval by the Board, the fees or dues for membership in appropriate professional organizations shall be paid by the Board. Subject to prior approval by the Superintendent, the employee may attend appropriate professional meetings at the local, state, and national levels and shall be reimbursed for any related registration fees, tuition, travel, lodging, reasonable meal expenses for himself/herself not prepaid by the Board and in accordance with Board policy.

#### 7.4 Qualification/Assignment

Employee agrees to devote full time to this position and to faithfully and properly perform the duties of his/her position and to enforce and comply with all rules, regulations, and policies of the District. The Employee represents that he/she holds all certification and qualifications required by law or policy for the administrative staff assignment of Role. This Contract may terminate if any such certifications or qualifications are allowed to lapse or expire or if they are suspended or revoked by proper authority. The Employee is subject to assignment and/or transfer at the discretion of the Board or its authorized administrators.

#### 7.5 Employment Duties

The Employee shall comply with all applicable requirements and provisions of The Revised School Code ("School Code"), of any other law, rule or regulation, and of all rules, regulations, policies or directives of the Board (whether issued by the Board or its authorized administrators); and Employee shall conscientiously perform all duties and responsibilities of his/her assignments(s), whether prescribed by law, by the Board, or by its authorized administrators.

#### 7.6 Probationary/Tenure Status

It is mutually understood and agreed that this contract does not confer tenure upon employee in the above-described position.

#### 7.7 Void/Termination

Pursuant to Section 634(7) of the School Code, Employee is expressly prohibited from engaging in any conduct involving moral turpitude; and Board may void this Contract in the event of such conduct. Furthermore, this Contract is subject to termination by Board at any time for just and reasonable cause.

#### Article VII.

#### **COMPENSATION**

- 8.1 The employee shall be paid a salary in consideration of his/her performance of the duties and responsibilities of the position assigned in conformance with the requirements and expectations of the Board and Superintendent and as scheduled by the Superintendent. All compensation will be pro-rated if the employee leaves prior to completion of the contract. Appendix A shows the salary schedule.
  - A. Employees shall report their time each pay period in order to receive the compensation based on the Appendix.
  - B. The Board retains the right to adjust the employee's salary.
  - C. Any adjustment in salary made shall be in the form of a written amendment, and when executed by the employee and the Board, shall become a part of the employee's individual Contract of Employment.
  - D. Unless expressly stated in writing, any such salary adjustment amendment shall not be considered a new contract or an extension of the Contract of Employment termination date.
  - E. Consistent with Section 1250 of the Revised School Code, the employee's job performance and job accomplishments as evaluated will be a significant factor in determining any adjustment to the employee's compensation.

#### 8.2 Sick Leave Bank Capacity

Employees who may have accumulated sick leave days and who terminate their

employment, shall not be compensated by unused sick leave days and said unused sick leave may not be carried forward in case of subsequent reemployment by this school system.

## 8.3 <u>Holiday Bonus</u>

The employees shall receive a \$300 holiday bonus within one payroll in the month of December.

Appendix A Non-Affiliated Clerical Salary Schedule

	Hourly		
Step	Rate		
1	\$ 16.50		
2	\$ 17.25		
3	\$ 18.00		
4	\$ 18.75		
5	\$ 19.50		
6	\$ 20.50		

Percentage increases are at the Board of Education discretion respecting current market demands, additional responsibilities and/or other bargaining unit increases.