



**SCHEDULE OF BENEFITS**

**and**

**CONDITIONS OF EMPLOYMENT**

**CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS**  
**(COTA)**

**September 1, 2008 – August 31, 2011**

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**NORTHVILLE PUBLIC SCHOOLS**

**SCHEDULE OF BENEFITS**

**AND**

**CONDITIONS OF EMPLOYMENT**

**CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS - C.O.T.A.**

**SEPTEMBER 1, 2008 - AUGUST 31, 2011**

**I GENERAL**

The benefits outlined herein are for COTA's employed by the Northville Public Schools, excluding teachers, paraprofessionals, secretarial and clerical personnel, assistants, nurses, supervisors, administrators, any employee covered by a collective bargaining agreement or represented by a labor organization and all other employees of the Northville Public Schools not included above.

**II EMPLOYEE BENEFITS**

Full benefits as stated herewith shall be available only to those who are employed in the capacity of a full-time Certified Occupational Therapist Assistant.

For the purpose of establishing eligibility for implementation of full benefits, a full-time employee shall be considered a person regularly scheduled to perform an assignment of seven hours per day for the adjusted SEP calendar, and five hours per day for the summer session.

**III SALARY**

All full time COTA's shall be paid in accordance with the Salary Schedule set forth in Appendix A and will receive their annual salary in 26 equal bi-weekly pays.

Up to two years of credit may be granted on the Salary Schedule subject to worthy outside experience and subject to approval of the Superintendent or his designee. However, such credit will only be granted at time of employment, or at the end of the first 90 days of employment.

### **III SALARY (cont'd)**

All COTA salaries shall be adjusted as of September 1 of each school year with credit on the Salary Schedule granted in keeping with time in service. The level on the Salary Schedule shall be determined by the number of years of service in the COTA classification with credit given in accord with the number of days served in the classification during the preceding school year.

Any person serving in the COTA classification between September 1 and August 31 shall receive a pay level adjustment as follows:

0 to 89 days . . . . .	No level adjustment
90 to 180 days . . . . .	1/2 level adjustment
181 days or more . . . . .	1 level adjustment

### **IV LIFE INSURANCE**

All full time COTA's shall be entitled to a \$25,000 plus accidental death and dismemberment term life insurance policy paid by the District. An additional Twenty Five Thousand Dollars of term life insurance will be provided to those who elect not to be covered by the School Districts' health insurance policy.

If the employee does not use the District Health Insurance, they shall be entitled to term life insurance in the amount of fifty thousand (\$50,000) dollars.

### **V HEALTH INSURANCE**

All full time COTA's shall be entitled to enroll in the District's group medical insurance policy. Said enrollment shall not be duplication of that available to their spouse, but shall otherwise be available to said full time employees and limited to spouse and children under 18, except for children who are attending a full time college program and then up to 25 years of age.

The Board will provide a Prescription Drug Program with a \$10/\$20 co-pay, with Rider PDCM and PCD for Blue Cross.

The School District agrees to provide coverage for all full-time employees and their immediate families under the Health Alliance Plan or Community Blue-P.P.O. Employees may continue the Voluntary Sterilization rider (VST). Employees may continue the Voluntary Abortion rider (XVA2) provided they pay the premium through voluntary payroll deduction.

## **V HEALTH INSURANCE (cont'd)**

COTAs and/or dependents who have their primary health coverage provided through the employer of their spouse will not be entitled to duplicate payment on the same benefit pursuant to the above. If the COTA should lose such coverage, he/she will become eligible for benefits of this agreement without penalty.

COTAs covered by the District Health Alliance Plan (H.A.P.) or Community Blue-P.P.O. will contribute one half of one percent (.0050) of their annual salary to offset the cost of Board provided health insurance through payroll deduction.

The District will pay a pro-rated share of the health insurance premium for part-time employees whose assignment exceeds an average of four (4) hours per day (but is less than full-time as previously defined) and constitutes a K-12 or SEP school calendar year, provided that they agree to pay the balance of the premium through payroll deduction.

## **VI LONG TERM DISABILITY INSURANCE**

All full time COTA's shall be entitled to be covered by Long Term Disability insurance paid by the District. COTA's shall be entitled to Long Term Disability coverage equal to two-thirds (2/3) of their monthly salary capped at two thousand (\$2,000) dollars. Payment of benefits shall be determined by the terms and conditions as established by the carrier in the contract with the District.

## **VII DENTAL INSURANCE**

All full-time COTA's shall be entitled to be covered by a dental plan paid for by the District.

## **VIII VISION INSURANCE**

All full-time employees shall be entitled to enroll in a Vision Care insurance program paid for by the District.

The District will pay a pro-rated share of the vision insurance premium for part-time employees whose assignment exceeds an average of four (4) hours per day (but is less than full time as previously defined) and constitutes a K-12 or SEP Calendar year, provided that they agree to pay the balance through payroll deduction.

## **IX SICK LEAVE**

Each full time COTA, as previously defined, shall be entitled to be absent due to personal or family illness of an immediate family member without loss of pay as follows:

Less than five (5) years of service - 1 day per month

Five (5) years of service or more - 1 & 1/2 days per month

Full time COTAs shall be entitled to accumulate sick leave up to a maximum of 200 days.

COTAs may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents, or children.

COTA's who are going to be absent due to illness must report said absence to the Sub-Finder system no later than sixty (60) minutes prior to the regular reporting time on the day of the absence.

If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than ten (10) working days due to personal illness or disability, he/she shall immediately notify the Human Resources Office in writing and shall provide the Human Resources Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the employee's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that the employee will comply with this section at least six (6) months before the expected date of birth.

At District discretion, this provision may be used in conjunction with the Family and Medical Leave Act.

## **X. BUSINESS DAYS**

Full time COTAs, as previously defined, shall be entitled to be absent without loss of pay for up to three (3) days each year, for reasons of business. Business shall be defined as business related to the individual employee which cannot be attended to during non-working hours.

During the course of the year extenuating circumstances may require an additional business day. An additional day may be granted by the Director of Human Resources with prior approval and will be deducted from the COTA's sick bank.

## **X BUSINESS DAYS (cont'd)**

Business days shall not be taken before or after a holiday or in conjunction with a vacation. The COTA will indicate the purpose of the business day if requested to do so by the District. Business days may be requested by calling the district substitute service a minimum of twenty-four (24) hours prior to the day to be taken. Unused annual business days will roll into the employee's sick bank.

## **XI BEREAVEMENT**

All full time employees shall be entitled to be absent for up to three (3) days without loss of pay in the event of death in the immediate family. If the distance is outside a 200 mile radius, the employee shall be granted one (1) additional day. Immediate family shall mean father, mother, spouse, sister, brother, father-in-law, mother-in-law, parental grandparents or children, Additionally, step-parents, step-child, step-brother/sister, grandchild, or foster child living in the home will be considered immediate family.

## **XII RETIREMENT**

Any Certified Occupational Therapist Assistant who retires after a minimum ten (10) years of active service to the Northville Public Schools will be eligible to receive a payment of thirty dollars (\$30.00) for each unused sick day to a total not to exceed two hundred (200) days.

To be eligible, the employee must provide written notice to the District of his/her intention to retire no later than ninety (90) days prior to the last work day of the calendar year.

Retirement shall be defined as the discontinuance of employment in any Michigan Public School System and receipt of retirement payments from the Michigan Public School Employee's Retirement fund.

## **XIII TUITION REIMBURSEMENT**

Full time COTA's will be reimbursed for actual tuition expenses paid not to exceed seven hundred dollars (\$700) per SEP Calendar year. Credits reimbursable must be on an approved degree program or have the approval of the Superintendent or his designee prior to taking the course.

A. To be eligible for reimbursement, the COTA's must:

### **XIII TUITION REIMBURSEMENT (cont'd)**

1. Continue in the employment of the District for a minimum of one half year following the completion of the course for which tuition is requested.
  2. Complete one-half year of service before they are eligible to receive tuition reimbursement.
- B. Qualifications for tuition reimbursement will include:
1. Completed application form as provided by the District.
  2. Appropriate verification indicating satisfactory completion of course(s) taken.
  3. Copy of appropriate tuition receipt.
  4. Copy of Superintendent's approval if course was for non-degree credit.
- C. The deadline for filing application for tuition reimbursement will be:
1. Courses which are concluded between February 1 and July 15 of the same calendar year: **October 1.**
  2. Courses which are concluded between July 16 and August 31 of the same calendar year: **October 1 or February 15.**
  3. Courses which are concluded between September 1 and January 31 of the same school year: **February 1 and October 1.**

### **XIV WORKER'S COMPENSATION**

Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide, but not to exceed one year.

In addition, the Board of Education will pay either the regular or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after the injury or disease without loss or credit from the sick leave bank.

## **XV LONGEVITY**

\$ 500	After the completion of the tenth (10th year until the completion of the fifteenth (15th) year.
\$ 750	After the completion of the fifteenth (15th) year until the completion of the twentieth (20th) year.
\$1,500	After the completion of the twentieth (20th) year (See asterisk below)
\$1,800 below)	After the completion of the twenty-fifth (25th) year (See asterisks below)

Longevity stipends will be paid the first bi-weekly pay in December.

## **XVI LAYOFF AND RECALL**

- A. In the event that the District determines that it is necessary to reduce the number of COTAs through lay off, the COTA(s) with the highest seniority will be given the opportunity to accept a voluntary lay off.

If there are no volunteers, the COTA with the lowest seniority will be laid off first.

When a position within the bargaining unit is declared vacant or COTAs are to be recalled from lay off, the COTA with the highest seniority currently on lay-off will be the first recalled by the District.

If there is a COTA with higher seniority whose Leave of Absence has ended And who has given proper written notification to the District of their wish to return they will be given first opportunity for the position(s).

- B. During layoff, neither wages nor fringe benefits will be paid, nor will sick days or wage increments or seniority accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated. Laid off COTAs may choose to maintain health care benefits by paying the COBRA rate, subject to applicable COBRA provisions.
- C. In the event a COTA on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Human Resources Office, and such COTA does not notify the Director of Human Resources in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such COTA shall have no further

## **XVI LAYOFF AND RECALL (cont'd)**

rights of reinstatement unless approved by the Director of Human Resources in writing.

It is understood that it is a COTA's responsibility, while on layoff, to keep the Director of Human Resources informed in writing of his/her current address and failure to do so constitutes a waiver of his/her reinstatement rights. There is a ten (10) day limit on notification.

## **XVII PERSONNEL FILE**

Upon reasonable request, COTA personnel will be allowed to review their personnel file with the Personnel Office. If the employee believes that the material included in her/his personnel file is inaccurate or inappropriate, that employee has the right to submit a written statement regarding the material in question.

## **XVIII APPEAL PROCEDURE**

All COTA personnel shall have the right to appeal, either personally or through counsel, any decision made by an administrative officer to the next higher authority, and through appropriate successive steps to the Board of Education.

## **XIV FAMILY AND MEDICAL LEAVE ACT**

The District shall grant, per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
- Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
  - A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

#### **IV FAMILY AND MEDICAL LEAVE ACT (cont'd)**

- B. Because of the placement of a son or daughter with the employee for adoption or foster care.
- C. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, if such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
- D. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District, at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

#### **XIV FAMILY AND MEDICAL LEAVE ACT (cont'd)**

The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

The District, at its sole option, may require the employee to use accrued paid vacation leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued vacation bank below a total of ten (10) days.

11/26/08

**APPENDIX A**

**COTA**

<b>STEP</b>	<b>200708</b>	<b>2008-09 1% increase</b>	<b>2009-10 1% increase</b>	<b>2010-11 1% increase</b>
<b>1</b>	31,786	32,104	32,425	32,749
<b>1.5</b>	33,538	33,873	34,212	34,554
<b>2</b>	35,296	35,649	36,005	36,365
<b>2.5</b>	37,050	37,421	37,795	38,173
<b>3</b>	39,173	39,565	39,961	40,361
<b>3.5</b>	40,951	41,361	41,775	42,193
<b>4</b>	42,721	43,148	43,579	44,015
<b>4.5</b>	44,493	44,938	45,387	45,841
<b>5</b>	48,304	48,787	49,275	49,768

**This salary schedule reflects a 1% increase for 2008-09, 2009-10 and 2010-11**