NORTHVIEW PUBLIC SCHOOLS EMPLOYMENT REGULATIONS

NORTHVIEW BUILDING ADMINISTRATIVE ASSISTANT ASSOCIATION AGREEMENT

July 1, 2010 – June 30, 2012

Northview Building Administrative Assistant Association (July 1, 2010 – June 30, 2012)

TABLE OF CONTENTS

Article	I.	RECO	GNITION	. 1
Article	II.	EMPL	OYEE RIGHTS	1
	Section	1.	Right to Organize	.1
	Section		Use of Facilities.	
Article	III.	BOAF	RD RIGHTS	2
	Section	1.	Management	. 2
	Section	2.	Right of Assignment.	
	Section	3.	Right to Hire, Promote, Suspend and Discharge Employees	
	Section		Determine the Services, Supplies and Equipment	
	Section		Rules and Regulations	
	Section		Hiring Conditions	
	Section		Facility Locations and Relocations	
	Section		Distribution of Work and Supplies.	
	Section		Financial Policies.	
	Section		Management Organization.	
	Section		Policy for Selection, Testing and Training of Employees	
	Section		Establish Provisions	
	Section		Subcontract Work.	
Article	IV.	SENIO	ORITY	3
	Castion	1	Sonionity Defined	2
	Section		Seniority Defined	
	Section		Probationary Period	
	Section		Promotions	
	Section		Termination of Seniority	
	Section		Notice of Vacancies	
	Section		Seniority List.	
	Section		Job Description	
	section	8.	Layoff and recall procedures	. 4
Article	V.	COND	OITIONS OF EMPLOYMENT-HEALTH CERTIFICATE	.5
Article	VI.	EVAI	LUATION	. 5
Article	VII.	RETIR	REMENT	. 5
	Section	1.	Board May Require Retirement	5
		2.	Retirement Benefits	

Article	VIII.	HOURS OF WORK6)
	Section	1. Work Week)
	Section	2. Work Year	
	Section	3. Premium Pay6	
	Section	4 Call In and Reporting Pay	
	Section		
	5000001	and Part-Time Employees	,
	Section	- ·	
Article	IX.	LEAVES WITH PAY7	
	Section	1. Earned Time Off (ETO)7	/
	Section	2. ETO Accumulation	
	Section	3. Other	3
	Section	4. Bereavement Leave 8	,
	Section	5. Jury Duty	j
Article	Χ.	LEAVES OF ABSENCE 8	i
	Section	1. Good Cause	į
	Section	2. Leaves for Sickness or Injury8	j
	Section	3. Exceptions to Leaves of Absence9	1
	Section	4. FMLA Leave Procedure	
Article	XI.	CONVENTIONS9	١
Article	XII.	WORKERS' COMPENSATION)
	Section	1. Reporting of Job Injury	9
	Section	2. Workers' Compensation Wages9	
	Section		
Article	XIII.	HOLIDAYS	9
	Section	1. Requirements for Receipt of Holiday Pay	9
	Section		
	Section	3. Regular Part-Time Secretarial Paid Holidays	0
Article	XIV.	VACATION1	0
Article	XV.	GRIEVANCE PROCEDURE	0
	Caption	1 Dight to File o Criovenes	^
	Section	1. Right to File a Grievance	
	Section	1	
	Section	3. Proceeding to Each Level	U
A4* 1	3/3/1	INICI ID ANICE	1
Article	AVI.	INSURANCE	. 1

Section	1.	Health Insurance	11
Section	2.	Options to Health	13
Section	3.	Coverage Begins	11
Section	4.	Underwriting Rules and Regulations	11
Section	5.	Termination of Coverage	11
Section	6.	Life Insurance	
Section	7.	Salary Protection Plan	. 11
Article XVII.	LON	GEVITY	12
Article XVIII.	MISC	ELLANEOUS PROVISIONS	. 12
Section	1.	Copies of this Agreement	12
Section	2.	Terms of This Agreement	12
Section	3.	Contrary to Law	
Section	4.	Entire Agreement	
Section	5.	Interruption of Services	
Section	6.	Annual Membership Fee	. 13
Section	7.	Placement on Salary Schedule	13
Article XIX.	DUR	ATION	14
Section	1.	Duration of Contract	14
Section	2.	Discussion of New Contract	14
SUPPLEMEN	TAL A	: SECRETARIAL & CLERICAL	
		PERSONNEL CLASSIFICATIONS	.15
SUPPLEMENT	ΓAL B	. WAGE SCHEDULE	17

NORTHVIEW PUBLIC SCHOOLS NORTHVIEW BUILDING ADMINISTRATIVE ASSISTANT ASSOCIATION

AGREEMENT

This Agreement made and entered into this 30th day of June 2010, by and between the Board of Education of Northview Public Schools and the Northview Building Administrative Assistant Association.

WITNESSETH

Whereas the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, bargain with the recognized organization as the representative of its Building Administrative Assistant personnel with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Article I. RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all Building Administrative Assistants as defined in Supplemental A, but excluding all other employees.

Article II. EMPLOYEE RIGHTS

Section 1. Right to Organize

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. The Board agrees and undertakes that it will not directly or indirectly discourage or deprive or coerce an employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan; and it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any lawful activities of the said Association or collective negotiations with the Board of her/his institution of any grievance complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2. Use of Facilities

The Association and its members shall have the right to use school buildings and facilities at all reasonable hours for meetings. With the approval of the Superintendent or designee, one meeting of up to two (2) hours may be held between the hours of 8:00 a.m. and 4:00 p.m. provided it is not a day of student instruction. Local telephone and local inter-school mail service shall be made available to the Association and its members.

Article III. BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

Section 1. Management

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

Section 2. Right of Assignment

Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

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

The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees both voluntarily and involuntarily, assign and reassign employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size work force and to lay off employees.

Section 4. Determine the Services, Supplies and Equipment

Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

Section 5. Rules and Regulations

Adopt reasonable rules and regulations.

Section 6. Hiring Conditions

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

Section 7. Facility Locations and Relocations

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

Section 8. Distribution of Work and Supplies

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

Section 9. Financial Policies

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

Section 10. Management Organization

Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

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

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

Section 12. Establish Provisions

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

Section 13. Subcontract Work

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

Article IV. SENIORITY

Section 1. Seniority Defined

Seniority shall be defined as length of continuous service in the employee of the School Board commencing with the date of last hire.

Part-time employees will be given prorated seniority status at the rate of one-half (1/2) year experience for each year of employment.

During the probation period, as described below, employees will have no seniority status. At the end of the probationary period each employee will be entered on the seniority list as of the date of last hire.

Section 2. Probationary Period

- a. <u>Vacancy</u>: A new employee hired to fill a vacancy, other than that of a temporary nature, shall have a status of a probationary employee for sixty (60) calendar days.
- b. <u>Probationary Employees</u>: Probationary employees may be terminated with or without cause. When a probationary employee has been terminated without cause she/he should be given five (5) days notice and have been under qualified training and close supervision.

c. <u>Sick Leave and Holiday Pay</u>: After an employee has completed the probationary period of employment and has proven to be satisfactory, the employee will be given the status of a regular employee. Retroactive payment will be made for any sick leave as provided under Article IX and holidays provided under Article XIII.

Section 3. Promotions

In all promotions to positions within the Building Administrative Assistant group, as well as in all layoffs, recalls, and newly created positions, the seniority of employees within this group shall be considered along with the skill and ability of the employees concerned. When the Administration has determined that the skill and ability of the employees are relatively equal, seniority shall govern.

Section 4. Termination of Seniority

Seniority of an employee shall automatically terminate if she/he voluntarily quits; is discharged for just cause; or she/he fails to report after a leave of absence.

Section 5. Notice of Vacancies

Notice of vacancies shall be posted in each building. No vacancy shall be filled until it has been posted for at least five (5) working days. If openings occur in the summer when Building Administrative Assistants are not in the building, the notice will be mailed to each Building Administrative Assistant at their home. It is the responsibility of each Building Administrative Assistant employee to keep a current address on file in the personnel office. Interested Building Administrative Assistants should be granted an interview for the vacant position, (if they apply) for any Building Administrative Assistant position that becomes available.

Section 6. Seniority List

The Board shall provide to the Association, a chronological seniority list, up-to-date during April of each year.

Section 7. Job Description

Upon employment, each Building Administrative Assistant in the Association shall be provided a written job description for the work she/he is expected to perform.

Section 8. Layoff and Recall Procedures

Probationary Employees: If a layoff occurs for any reason, and newly hired probationary employees are employed, they shall be the first to be laid off.

Non-Probationary Employees: Should a further staff reduction be necessary, layoff shall be determined by the following criteria as determined by the Board:

- 1. Skill and ability
- 2. Experience and qualification
- 3. Prior job performance
- 4. Seniority
- 5. 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.

Notice of Layoff: A notice of layoff will occur with a minimum of two weeks' notice.

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

Maintenance of Recall List: Any employee that is laid off after July 1, 2004 shall be maintained on a recall list for a period not to exceed two (2) years.

Article V. CONDITIONS OF EMPLOYMENT - HEALTH CERTIFICATE

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

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

Article VI. EVALUATION

All employees shall receive a formal evaluation each year by their Administrator and/or Supervisor. Written evaluations are to be completed on or before April 30. The employee shall receive a copy of the written evaluation. A copy of the evaluation_signed by the employee and Administrator and/or Supervisor shall be received by the Superintendent or designee, on or before May 2. Members of the Building Administrative Assistant Association understand that the contents of an evaluation are not subject to the grievance procedure.

Article VII. RETIREMENT

Section 1. Board May Require Retirement

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

Section 2. Retirement Benefits

After ten (10) years of continuous employment a full-time employee who reaches the age of retirement to (IMMEDIATELY) qualify for benefits under the Michigan Public School Retirement System and severs his/her employment with the Northview Public Schools, the Board shall pay the employee \$30.00 per day for each day of accumulated unused ETO time, to a maximum of 180 days. Building Administrative Assistant after fifteen (15) years of service as a District employee, upon severance the District will pay the employee a one time payment of \$1,000.00

Retirement benefit pay outs will be deposited by the employer in the form of a non-elective employer contribution to a 403(b) plan account 60 days following the payment of the final compensation by the District. This pay out is subject to IRS limitations.

Article VIII. HOURS OF WORK

Section 1. Work Week

The workweek shall be deemed to start on Monday. Daily and weekly schedules are maintained as uniformly as possible. Seven hours and forty-five minutes (7.75) per day is guaranteed for the life of this agreement.

Section 2. Work Year

The work year will consist of the same number of scheduled teacher workdays, minus evening conferences, plus two (2) weeks to be worked immediately prior and after the scheduled student days, (this is to be interpreted as 20 work days) with the exception of the Athletic Administrative Assistant who will work three (3) weeks before and one (1) week after scheduled student days.

Any changes in the school calendar that impact this contract shall cause us to sit down and discuss the impact.

Section 3. Premium Pay

Time and one-half the regular hourly rate will be paid for all hours in excess of 40 hours worked per week. All overtime must be approved in advance by the Superintendent, or designee. An employee may elect to accumulate overtime hours and receive compensatory time off at a later date subject to terms and conditions developed by the Board. The regular hourly rate shall be the rate computed from the salary schedule provided herein.

Section 4. Earned Comp Time

Earned comp time will be used before the end of the school year for students. Extraordinary requests to use comp time with in the last two (2) weeks of the contract period MUST be approved by the Administrator and the Assistant Superintendent. These will be non-precedent setting and will be handled on a case by case basis.

Section 5. Call In and Reporting Pay

An employee scheduled to report to work and who reports for work without having been previously notified of a change in scheduling is entitled to four (4) hours work with pay thereof or four (4) hours pay in lieu thereof if no work is available. If work is available, the employee must perform the work assigned.

This section shall not apply if the employee was absent from work on the previous scheduled work day for the school, or if the unavailability of work is due to machinery breakdown, power failure, fire, extreme weather conditions, or some other cause beyond the control of the Board.

Whenever an employee is called in for emergency work, she/he shall receive the rate applicable, or two (2) hours at her/his regular rate, whichever is higher.

Section 6. Full-Time and/or School-Year Employees

- a. <u>Full-Time</u>: Employees working six (6) hours or more per day for forty-eight (48) weeks or more per year.
- b. <u>School Year</u>: Employees working six (6) hours or more per day and at least a school year or more, but less than forty-eight (48) weeks.

Section 7. Inclement Weather

Building Administrative Assistants will be paid when school is canceled for "Acts of God" days, unless the day(s) are required to be rescheduled to meet the State requirement for total instruction days and/or hours.

Article IX – LEAVES WITH PAY

Section 1. Earned Time Off (ETO)

School year employees shall be allowed to accumulate Earned Time Off (ETO), 25 days prorated bi-weekly per school year. The full-time employee will accumulate 26 days per year.

New members to the Building Administrative Assistant Group, at the conclusion of their probationary period, shall accumulate fifty percent (50%) of the above stated allowances for one calendar year.

An employee who desires to use an ETO day must notify the Supervisor and request a substitute, as soon as possible and in no case later than 7:00 am on the day of the absence.

One ETO day per year may be used immediately before or immediately after a holiday, a break period, or the first or last day of the school year. Additional days used in this manner must be pre-approved by the Assistant Superintendent.

Section 2 – ETO Accumulation

The accumulation of ETO will begin after the probationary period is concluded. (All annual benefits will be prorated for the first year due to the probationary period.)

ETO will accumulate based on actual hours worked.

The maximum number of ETO days allowed to accumulate shall be one hundred-eighty (180). All accumulated ETO shall terminate when the employee leaves the employment of the district prior to retirement. Employees retiring from the district will receive compensation for unused ETO days as specified in Article VII-Retirement. Employees shall possess and maintain sufficient good health, physical and mental, to adequately perform their respective duties.

Section 3. Other

No more than five (5) ETO days can be used in any one consecutive time period. Planned absences of more than three consecutive days must be pre-approved by the principal or supervisor. If an absence of more than three days is not pre-approved, that time may be considered a Leave Without Pay and/or may result in disciplinary action.

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

Section 4. Bereavement Leave

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

The first seven (7) days will not be charged to ETO time. Any days absent in excess of seven (7) days will be charged to annual or accumulated ETO bank. If ETO leave is not available, any approved days off will be without pay.

Section 5. Jury Duty

The Board will pay the employee's regular wages. Any wages paid to the employee by the court will be given to the Board.

Article X. LEAVES OF ABSENCE

Section 1. Good Cause

Leaves of absence 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

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. It is the obligation of the employee to keep the Board advised of her/his condition. Written notice for the resumption of duties should be made at least sixty (60) days prior to the date she/he wishes to return.

Employees requesting such leaves, or continuation of same, within reasonable limits may be required to present a supporting certificate of a physician. Except in compensation cases, an employee returning from such leaves may be required to pass a physical examination given by a doctor approved by the Board.

Section 3. Exceptions to Leaves of Absence

Leaves of absences will not normally be granted for vacation periods and purposes or for the extension of school vacation periods or holidays.

Section 4. FMLA Leave Procedure

The Board of Education will administer and provide for leaves of absence in a manner consistent with the Family and Medical Leave Act and its published regulations.

Article XI. CONVENTIONS

The Board encourages attendance by Building Administrative Assistants at certain conventions and institutes held throughout the year. Attendance which is required or approved in advance will not result in pay loss to the employee. The Board will adopt a rotation basis for Building Administrative Assistants attendance when budget or work requirements limit the number of participants.

Article XII. WORKERS' COMPENSATION

Section 1. Reporting of Job Injury

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

Section 2. Workers' Compensation Wages

An employee who is absent due to an injury shall receive Workers' Compensation benefits.

Section 3. Medical Benefits

An employee who qualifies for Workers' Compensation will be afforded medical care premium payments as specified in Article XVI, INSURANCE, through the end of the fiscal year in which the injury occurs.

Article XIII. HOLIDAYS

Section 1. Requirements for Receipt of Holiday Pay

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

- a. The employee has completed the last scheduled work day, for her/his classification, prior to the holiday unless same falls within a vacation period in which the employee is not required to work, and commence work at the scheduled time on the next regularly scheduled work day after the holiday.
- b. In the event an employee is unable to work the day before or after the holiday which is excused by the Administration because of proven illness or injury, requirement two (2) shall not apply.

Section 2. Full-Time and School-Year Building Administrative Assistants Paid Holidays Each full-time and school year Building Administrative Assistant will be entitled to holiday pay for each of the following holidays:

- 1. 4th of July full-time employees only
- 2. Labor Day
- 3. Wednesday before Thanksgiving
- 4. Thanksgiving Day
- 5. Friday after Thanksgiving Day
- 6. Christmas Eve
- 7. Christmas Day
- 8. New Years Eve
- 9 New Year's Day
- 10. Memorial Day

Article XIV. VACATION - See ETO

Article XV. GRIEVANCE PROCEDURE

Section 1. Right to File a Grievance

It is mutually agreed and understood that should any grievance arise concerning any member of the Association or violations, misinterpretation or misapplication of any provision of this Agreement relating to wages, hours, terms or conditions of employment, may file a grievance in accordance with the following procedure.

Section 2. Grievance Procedure Steps

Grievance procedures that are to be followed before a written notice is sent to the Board of Education are as follows:

Step 1. Supervisor/Principal

Any employee with a complaint shall present it to her/his Supervisor and/or Principal, within (5) working days after the occurrence.

Step 2. President of the Association

If a satisfactory settlement cannot be reached, the employee will submit in writing the complaint to the President of the Association who in turn will confer with the Secretary of the Association to determine if a valid grievance exists and, if valid, the three members will discuss the problem with the Supervisor and/or the Principal. This must be completed by the fifth working day after the complaint (Step 1) has been presented.

Step 3. Superintendent, or Designee

If the complaint has not been satisfactorily settled at this point, a grievance will then exist at which time it will be submitted in writing to the Superintendent, or designee, by the Grievance Committee for discussion and possible settlement. This must be completed by the fifth working day after Step 2 has been completed.

Step 4. Superintendent

In the event that a satisfactory settlement cannot be reached at this point, the Grievance Committee will meet with the Superintendent of Schools for discussion and possible settlement. This must be completed by the fifth working day after Step 3 has been completed.

Step 5. Board

If after the above procedure has produced no satisfactory settlement of the grievance, the Grievance Committee will meet with the Board and submit a detailed account of the steps taken to this point. This must be completed by the fifth working day after Step 4 has been completed. After reviewing the information from the Grievance Committee, the decision of the Board is final.

Section 3. Proceeding to Each Level

No grievance shall be processed unless initiated and carried to the next step within the time provided or as extended by written mutual agreement.

Article XVI. INSURANCE

Section 1. Health Insurance

The Board will provide, if elected, a comprehensive, semiprivate health insurance program for each full time employee and school year employee and their eligible dependents.

The Building Administrative Assistant employee contribution for those employees choosing full family medical insurance will not exceed \$612 per fiscal year. Employees will contribute \$38, paid monthly, toward health insurance (for those not currently paying). Insurance to be discussed in second year.

Section 2. Options to Health

If a full time or school year employee does not choose the health insurance program she/he may elect options totaling **9.0** points from the following list:

	Point Value
a. Full Family Dental Insurance (Plan 053)	4.0
b. Full Family Vision Insurance (Plan 054)	1.0
c. Options worth \$90.00	4.0
d. Options worth \$160.00	8.0

Part-time Building Administrative Assistants may elect options totaling **4.0** points from the above list.

Section 3. Coverage Begins

Benefits 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 change can be made after October 1, unless a qualifying event occurs.

Section 4. Underwriting Rules and Regulations

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 5. Termination of Coverage

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

Section 6. Life Insurance

The Board agrees to provide \$45,000 Term Life and Accidental Death Insurance coverage for all full-time and school year employees. Employees with the Western Michigan Health Insurance also have an additional \$5,000 in coverage. The Board will not be liable for claims beyond what its carrier(s) will provide.

Section 7. Salary Protection Plan

The Board of Education will make available to each school year/full-time employee a Salary Protection Plan (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 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 addictions 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 Building Administrative Assistant employee.

Article XVII. LONGEVITY

Each full-time and school year employee completing their sixth full year of continuous employment shall receive longevity pay per the following schedule:

	2010-2012
Five (5) years	\$520.00
Ten (10) years	620.00
Fifteen (15) years	765.00
Twenty (20) years	940.00

A regular part-time employee shall receive the above benefits prorated to her/his assignment. The employee will be credited one-half year in length of service for one school year employed. Longevity eligibility shall be determined by counting total years of continuous service for the school as of June 30 of each year. Longevity pay will be paid to the employee in two equal payments, one with the first pay in December, and one with the second pay in June.

Article XVIII. MISCELLANEOUS PROVISIONS

Section 1. Copies of this Agreement

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

Section 2. Terms of This Agreement

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

Section 3. Contrary to Law

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

Section 4. Entire Agreement

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

Section 5. Interruption of Services

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.

Section 6. Annual Membership Fee

The Board shall pay an annual membership fee to the State Association representing the Building Administrative Assistants for the president or designated officer.

Section 7. Placement on Salary Schedule

Building Administrative Assistants will be placed on the salary schedule and given credit for each year of previous school experience, not to exceed seven (7) steps on the schedule; and other previous experience granted by the Administration not to exceed four (4) steps on the schedule.

Article XIX. DURATION

Section 1. Duration of Contract

This contract shall become effective July 1, 2010, and remain in effect until June 30, 2012.

Section 2. Discussion of New Contract

On or before April 1, 2012, the Board of Education agrees to meet with representatives of the Northview Building Administrative Assistants 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 Building Administrative Assistants and the Board of Education.

BOARD OF EDUCATION NORTHVIEW PUBLIC SCHOOLS	ASSOCIATION OF BUILDING ADMINISTRATIVE ASSISTANTS NORTHVIEW PUBLIC SCHOOLS
Craig McCarthy Assistant Superintendent	Pamela J. Dame President of Association
Lyn Peterman Negotiating Team Member	Karen Brown Member of Association
James Manikowski President, Board of Education	Michelle S. Bakos Member of Association
Lisa Gendler Secretary, Board of Education	Judy Koster Member of Association

SUPPLEMENTAL A

BUILDING ADMINISTRATIVE ASSISTANT CLASSIFICATIONS

Position

- Building Administrative Assistant to High School Principal
- Building Administrative Assistant to Middle School Principal
- Building Administrative Assistant to Assistant Principal and General Office
- Building Administrative Assistant to Guidance
- Building Administrative Assistant at High School East Campus
- Building Administrative Assistant to Athletic Director and General Office
- Building Administrative Assistant to Elementary Principal
- Building Administrative Assistant to Director of Special Education

SUPPLEMENTAL B

BUILDING ADMINISTRATIVE ASSISTANT WAGE SCHEDULE (July 2010 – June 2012)

2010-2011		
Step	Rate	
0	12.49	
1	13.60	
2	14.31	
3	15.09	
4	15.83	
5	16.62	
6	17.39	
7	17.73	
8	18.00	
9	18.27	

2010-2011

0% on base; step movement if available; 1% payment into an annuity upon retirement or severance from the district.

Wage and Insurance to be discussed in second year.