

6/30/97

**AGREEMENT
BETWEEN THE**

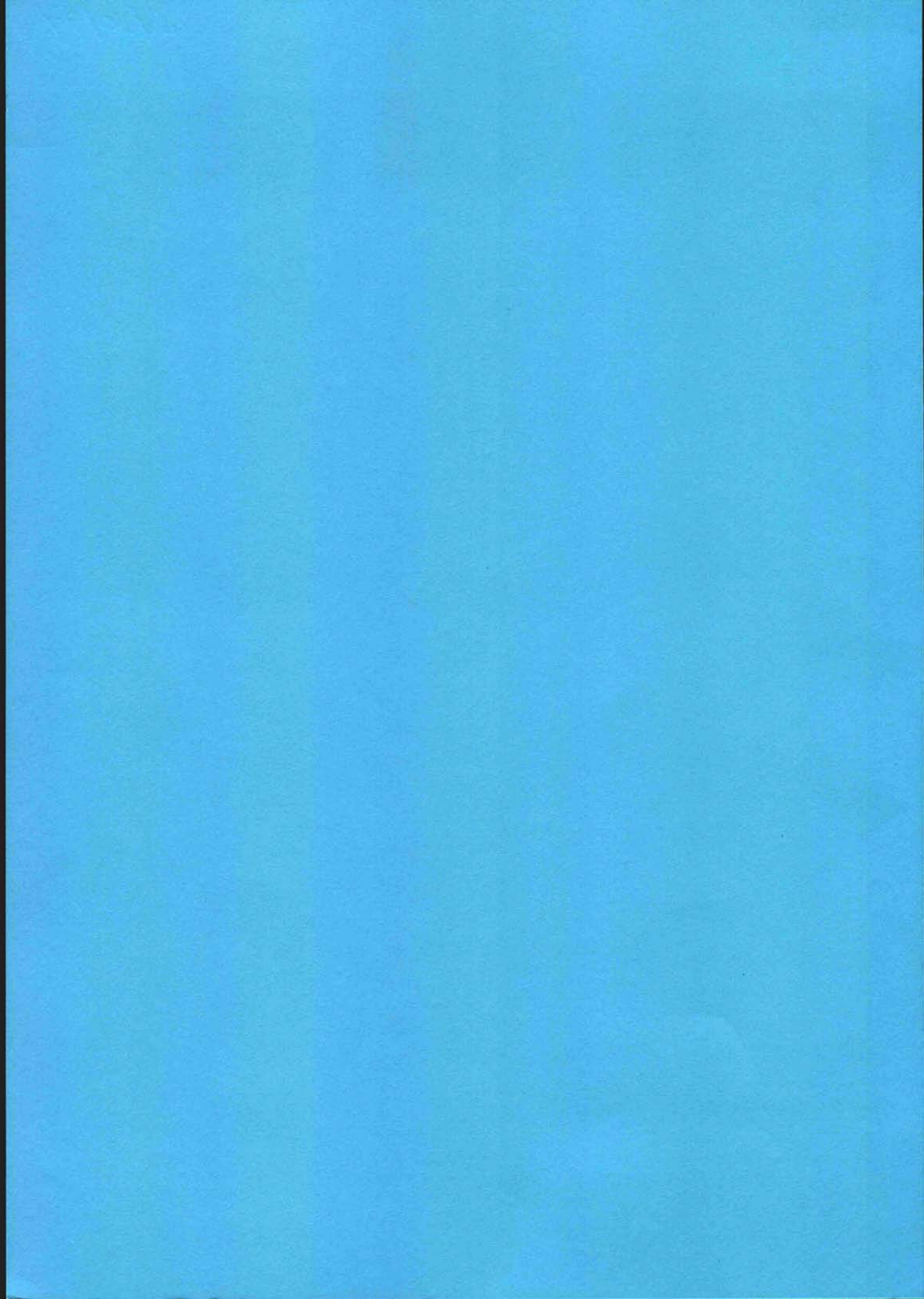
**BAY-ARENAC INTERMEDIATE BOARD OF EDUCATION
AND
BAY-ARENAC HEARING IMPAIRED INTERPRETERS**

Bay-Arenac Intermediate School District

**EFFECTIVE JULY 1, 1994
THROUGH
JUNE 30, 1997**

**LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University**

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PREAMBLE

This Agreement is entered into, effective July 1, 1994 by and between the Intermediate School District, in the County of Bay, Michigan, hereinafter called the "Board," and the Hearing Impaired Interpreters, hereinafter called the "Interpreters". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Interpreters, with respect to hours, wages, terms and conditions of employment and,

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended, the Board does hereby recognize the Interpreters for the purpose of bargaining in respect to wages, hours and working conditions, during the term of this Agreement, for those employees classified as Hearing Impaired Interpreters who are assigned to the Bay-Arenac Intermediate School District programs as certified by the Michigan Employment Relations Commission.

The term "employee" when used in this agreement shall refer to Hearing Impaired Interpreters employed by Bay-Arenac Intermediate School District.

ARTICLE II

RIGHTS OF THE HEARING IMPAIRED INTERPRETERS

Pursuant to Act 336 of the Public acts of 1947, the Board hereby agrees that employees covered by this Agreement shall have the right to engage in negotiation for mutual aid and protection. As a duly-elected body exercising governmental power under the cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

The private and personal life of any employee, including their religious or political activities, shall not be grounds for any discipline or discrimination with respect to the employee's employment.

When the Superintendent/Designee deems it advisable, he/she will advise the Interpreters of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions in educational policy, which are proposed or under consideration, and the Interpreters shall be given the opportunity to react with respect to said matters prior to their adoption and/or general publication.

ARTICLE III

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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:

1. To hire all employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
3. It is further recognized that the exercise of said powers, rights, authority, duties and responsibilities by the Board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this agreement.

ARTICLE IV

GRIEVANCE PROCEDURES

A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedures is to secure at the lowest level possible equitable solutions to the problems of the parties. The aggrieved may choose to have another Interpreter present at any or all of the grievance procedures and either party may request the decision in writing at any level.

Level One: Discussion with immediate supervisor in the hope of resolving the matter.

Level Two: A written signed grievance must be filed within 10 school days after it arises stating the nature of the grievance, the article and section of the Agreement allegedly violated and the remedy requested. The grievance shall be discussed with their immediate supervisor and a decision rendered within 5 school days.

Level Three: If this decision is not satisfactory, the aggrieved person may file the grievance with the Deputy Superintendent in writing and a decision will be rendered in writing within 5 school days.

Level Four: If this decision is not satisfactory, the aggrieved person may file the grievance with the Board in writing at least one week prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its next regular meeting at which time the aggrieved person will be given an opportunity to be heard. The Board shall render its decision in writing within 5 school days.

Level Five: If the decision of the Board is not satisfactory to the Interpreter, the grievance may be submitted to a third party selected by the Board and the Interpreter. The said third party shall submit his/her recommendation in writing to both parties, which will not be binding on either party. The Board shall review their decision made at Level 4. The fees and expenses, if any, of a third party shall be shared jointly by the Board and the Interpreters.

- B. All documents, communications and records dealing with a grievance shall be filed in the personnel files of the participants.
- C. Forms for filing and processing grievance shall be designed cooperatively by the Interpreters and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- D. The employee retains the right to withdraw grievances at any level without prejudice.
- E. Information necessary to the determination and processing of the grievance shall be provided by the administration.
- F. The number of days indicated in each level as set forth above is considered to be a maximum, and the failure of the employee to proceed to the next

step of the grievance procedure within the time limits as set forth shall be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate their decision to the employee within the specified time limits shall permit the employee to proceed to the next step. All time limits may be extended by mutual agreement in writing.

- G. It shall be the practice of both parties to process grievance procedures during times which do not interfere with assigned duties, if possible.

ARTICLE V

CONDITIONS OF EMPLOYMENT

Bay-Arenac Intermediate School District Employees covered by this Agreement shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.

Applicants with previous experience may be allowed credit for such experience at the discretion of the Superintendent/Designee.

In order for employees to move to the next step on the salary schedule they must be employed at the previous salary step six (6) months prior to June 30th. All subsequent salary increases will become effective July 1.

Normal working hours for Interpreters will be 7 hours per day.

Hearing Impaired Interpreters will be paid for 185 days of service. Life insurance and hospitalization will be paid during July and August for employees planning to return in September.

Employees will be paid for legal holidays which occur during their work year and, in addition, the last working day prior to Christmas, the Friday following Thanksgiving, all day Good Friday and the afternoon of New Year's Eve should it fall on a working day. The legal holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

The Board will provide adequate facilities and the student classloads in keeping with the best educational practices possible.

The Administration shall be responsible to have job descriptions for employees.

A Hearing Impaired Interpreter shall be under the direct supervision of a teacher.

Employees shall be made members of the retirement system as required by law.

ARTICLE VI

INCLEMENT WEATHER

When conditions not within the control of school authorities causes constituent districts to close, the respective Intermediate District employees serving or assigned to a center program housed in a building in those districts shall not report to work. Such employees shall receive their regular pay on their normal pay dates.

In the event student instruction day(s) in the constituent districts or in the center programs are required by Michigan State Law to be rescheduled because of district closings caused by conditions not within the control of school authorities, only those Intermediate District employees affected by the rescheduling shall report to their respective assignments on the rescheduled days but shall not receive additional pay for the rescheduled day(s).

ARTICLE VII

PAYROLL DEDUCTION

- A. The Board shall deduct from the pay of each employee from whom it receives authorization to do so and make appropriate remittance for credit union, savings bonds, annuities, dues or service fees, United Fund, insurance programs, or any other plans approved by the Board.

ARTICLE VIII

SENIORITY

- A. A new employee will be considered as a probationary employee until he/she has worked in the same classification at least thirty (30) hours per week in a permanent position for sixty (60) working days within a six (6) month period. An employee must work one (1) additional day for each day of absence during the probationary period.
- B. Upon completion of the probationary period the employee will be considered as a seniority employee and his/her seniority will be established as of the date of hire.

- C. The employee's seniority date shall not automatically determine the employee's placement on the salary schedule.
- D. Seniority shall be terminated for the following reasons:
1. The employee quits.
 2. The employee is discharged.
 3. The employee is laid off for a continuous period equal to the classification seniority he/she had acquired at the time of layoff.
 4. The employee retires.
 5. The employee fails to return from layoff within five (5) working days after receipt of the recall notice.
- E. An employee who is transferred to a position with the Board that is not covered by the terms and conditions of this Agreement shall continue to retain seniority.
- F. Seniority is defined as the length of regular service within the District as an employee under contract in this unit. If two (2) or more new employees begin new employment on the same date, their seniority order shall be determined by the earliest birthdate.
- G. One district-wide seniority list of the employees shall be maintained. A copy of the seniority list shall be furnished the Interpreters as it exists on October 1st and April 1st. Whenever there is a layoff or recall, the Interpreters shall meet with management to determine the correctness

of the seniority list to be utilized. Prior to publication of any seniority list, necessary adjustments to seniority and longevity dates will be made.

- H. Laid-off or discharged probationary employees shall not have recourse to the terms of the Agreement for matter of lay-off or discharge.

ARTICLE IX

REDUCTION AND RECALL

If the Board determines to reduce and/or recall employees, the following procedure shall be used:

- A. Employees shall be laid off according to seniority within classification.
- B. Employees shall be recalled in the inverse order of layoff within classification.
- C. Employees shall be given fourteen (14) calendar days' advance notification of the impending layoff.
- D. Employees shall retain recall rights equal to the seniority, within classification, acquired prior to layoff.

ARTICLE X

VACANCIES AND PROMOTIONS

- A. Whenever a vacancy in a non-administrative position in the Bay-Arenac Intermediate District shall occur, the Board shall publicize same by posting such a position at each work site. The notice shall contain a job

description, qualifications and proposed salary. Ten calendar days' notice shall be given before such vacancies shall be filled. If a vacancy occurs during the summer, the employees shall be notified of such vacancy by mail.

- B. Employees interested in such vacancies shall notify the Program Supervisor in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac Intermediate School District and other relevant factors of the candidates. If in the judgment of the Board all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac Intermediate School District shall be given preference for such vacancy.
- C. Currently employed personnel shall be given the first consideration regarding equality of assignments and students served in the specialty area served. Board reserves the right to make the final assignment.

ARTICLE XI

EMPLOYEE EVALUATION

- A. Each employee shall have the right upon request to review the contents of his/her own personnel file.
- B. All monitoring or observation of the work of the employee shall be conducted openly and by their supervisor.
- C. Criteria for evaluation of employees shall be written by the Administration and employees.

- D. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation. The following statement will be attached to the employee's evaluation for their signature.

It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents.

Employee's Signature

- E. The employee may place a statement of disagreement in his/her personnel file.
- F. Evaluations shall explain ways to improve on areas of difficulties. Another evaluation shall then be given and improvements in areas and difficulties discussed.

ARTICLE XII

HOURS OF WORK

- A. All employees shall receive two (2) fifteen minute relief periods during the work day.
- B. The Board shall pay employees time and one-half (1-1/2) for all hours worked beyond forty (40) hours in one week.
- C. Employees shall have the choice of 21 or 26 pay periods.

ARTICLE XIII

WORKING CONDITIONS

- A. The Board will provide legal counsel and render assistance to an employee in his/her defense in any instance where the employee, while on the job, is complained against, assaulted or sued by reason of his/her actions, provided the employee's actions were not willfully negligent or malicious. Time lost by an employee in connection with any incident mentioned above shall not be charged against the employee's sick leave, even though the regular gross earnings shall be maintained.
- B. No employee shall be required to give or supervise the administration of medication.
- C. Employees who work at least thirty (30) hours a week, shall be considered full time employees.
- D. An employee shall have the right to review, upon request, the contents of his/her own personnel file, excluding pre-employment data. The review will be made in the presence of the administrator responsible for the safekeeping of such file.
- E. An employee shall have the right to submit a written notation regarding any material in the personnel file and have it attached to the materials.
- F. The signature of an employee upon any material placed in his/her personnel file merely indicates his/her awareness of the material placed in his/her file.

ARTICLE XIV

INSURANCE

- A. The Board shall provide group life insurance protection in the amount of \$20,000.00 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will double the specified amount. Carrier selected shall provide for continuation of a percentage of the above group coverage at group rates by payroll deduction from the retiree's State Teachers' retirement checks. Any employee shall be eligible for the \$20,000.00 group term package who is employed on full school year basis.
- B. The Board will provide Dental Coverage comparable to present coverage as follows: Blue Cross/Blue Shield CR 50, MBL 1000, OS-50, (1000) 50% co-pay with orthodontic.

The Board shall provide complete health care protection for the employee, spouse, and dependent children through MESSA SUPER CARE 1.

In the event the 1996-97 Super Care 1 premium rates increase more than five percent (5%) over the 1995-96 Super Care 1 premiums, the Board shall have the right to re-negotiate the health care protection plan. If the Board wishes to re-negotiate the health care protection plan, the Board shall notify the Interpreters in writing. The specifications and benefits of any re-negotiated health care protection plan shall be comparable or better than the specifications and benefits of MESSA Super Care 1.

A single subscriber will pay \$5.00 per month and a two person and family will pay \$10.00 per month co-payment for health care protection.

- C. Employees not wishing health care protection or whose spouse is currently covered by health care, may apply \$90.00 per month for 1994-95, 1995-96, AND 1996-97 toward the following options available through the Michigan Education Special Services Association: Group Term Life, Loss of Time or Annuity. These benefits will not begin until contract is ratified.
- D. Vision care will be provided for employee, spouse and dependent children comparable to SET/SEG Plan I.
- E. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- F. Coverage will begin July 1, or at the date of employment and continue through June 30, of the year employed. July and August will be paid for employees planning to return in September.
- G. Worker's Compensation Insurance, as required by law, will be carried for all employees and sick leave days will not be used for time off while under Worker's Compensation.
- H. Part-time people, working at least 20 hours per week, are only eligible for a pro-rata portion of hospitalization for a single person, to be paid by the District.

ARTICLE XV

SICK LEAVE AND LEAVES OF ABSENCE

SICK LEAVE:

Sick leave with pay shall be granted in case of severe illness to the employee, spouse or dependent children.

- A. 10 days per year to a maximum accumulation of 85 days.
1. Upon depletion of his/her sick leave an employee may apply to the Board for a supplemental leave.
 2. When sick, an employee is to notify his/her immediate supervisor as early as possible on the day they become sick and these days are to be reported on the bi-weekly paysheet.
 3. The Superintendent or his/her designee may require a doctor's statement for any or all sick days used if abuse is suspected.
 4. The sick leave register shall be available to employees.
 5. In the case of serious illness or injury to the employee's spouse or dependent children to a maximum of five (5) days a year. The Board may grant additional days if it seems appropriate.
 6. Upon retirement under Michigan Public School Employees' Retirement System, the employee will receive termination pay of \$10.00 per day for all days unused sick leave.

LEAVES OF ABSENCE WITH PAY, NOT CHARGEABLE AGAINST SICK LEAVE ALLOWANCE:

- A. Up to three (3) days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, spouse's parents, brother-in-law, sister-in-law, grandparents or grandchildren.
- B. To take a selective service exam.
- C. The Superintendent/or Designee shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.

- D. The Board of Education grants two (2) days per year for personal business days. The days may be taken only upon the approval of the Deputy Superintendent.

LEAVES OF ABSENCE WITHOUT PAY:

- A. Maternity leave of up to one year shall be granted without pay. An employee returning from leave provided for in this paragraph shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request the leave may be renewed for one additional year.
- B. Any employee whose illness extends beyond the employee's accumulated sick leave shall be granted a leave of absence without pay until the employee is completely recovered from his/her illness. Upon return from such leave, an attempt will be made to reassign them to the same position (or one substantially equivalent) from which they left.

ARTICLE XVI

JURY DUTY

Any employee who is off work for jury duty shall be paid his/her full salary for such time missed. If an employee is released from jury duty prior to the end of his/her regular working day, he/she must contact his/her supervisor for direction for the balance of that working day.

The amount the employee is paid for jury duty from the court, less any meal or mileage reimbursement, shall be paid to the Board and the employee shall receive his/her regular paycheck.

ARTICLE XVII

CONDITIONS OF AGREEMENT

- A. This Agreement supersedes and cancels all previous agreements, verbal or written between the Board and the Hearing Impaired Interpreters and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree an appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect. The parties will meet to negotiate to bring the involved provisions into compliance.
- C. Copies of this Agreement shall be printed at the expense of the Board within sixty (60) days after it is signed, and shall be presented to all employees employed or hereafter employed by the Board.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1994, and shall continue in effect for three years until the 30th day of June, 1997. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

INTERPRETER SALARY FACTOR BASED ON ISS CONTRACT

1993-94

State Appr. 1.25%	Q.A. II 1.50%	Q.A. III 1.75%
8.98	10.78	12.57
9.36	11.24	13.11
9.73	11.67	13.62
10.16	12.20	14.23
10.50	12.60	14.70
11.01	13.22	15.42
11.76	14.12	16.47
12.35	14.82	17.29

9/94-e

INTERPRETERS SALARY SCHEDULE

1994-95

	BASIC (Meeting State Requirement)	1.2 QAI	1.3 QAII	1.4 QAIII
1.	9.73	11.67	12.64	13.62
2.	10.16	12.19	13.21	14.22
3.	10.50	12.60	13.65	14.70
4.	11.01	13.21	14.31	15.41
5.	11.76	14.11	15.29	16.46
6.	12.35	14.82	16.05	17.29

1995-96
+3% TO ABOVE BASE

	BASIC (Meeting State Requirement)	QAI	QAII	QAIII
1.	10.02	12.02	13.02	14.03
2.	10.46	12.56	13.61	14.65
3.	10.82	12.98	14.06	15.41
4.	11.34	13.61	14.74	15.87
5.	12.11	14.53	15.75	16.95
6.	12.72	15.26	16.53	17.81

1996-97
+3% TO 95-96

	BASIC (Meeting State Requirement)	QAI	QAII	QAIII
1.	10.32	12.38	13.41	14.45
2.	10.77	12.94	14.02	15.09
3.	11.14	13.37	14.48	15.87
4.	11.68	14.02	15.18	16.35
5.	12.47	14.97	16.22	17.46
6.	13.10	15.72	17.03	18.34

