

6/30/95

**AGREEMENT BETWEEN  
BLOOMFIELD HILLS SCHOOLS  
and the  
BLOOMFIELD HILLS ASSOCIATION  
OF INTERPRETERS**

**1993 - 1995**



*Bloomfield Hills Schools*

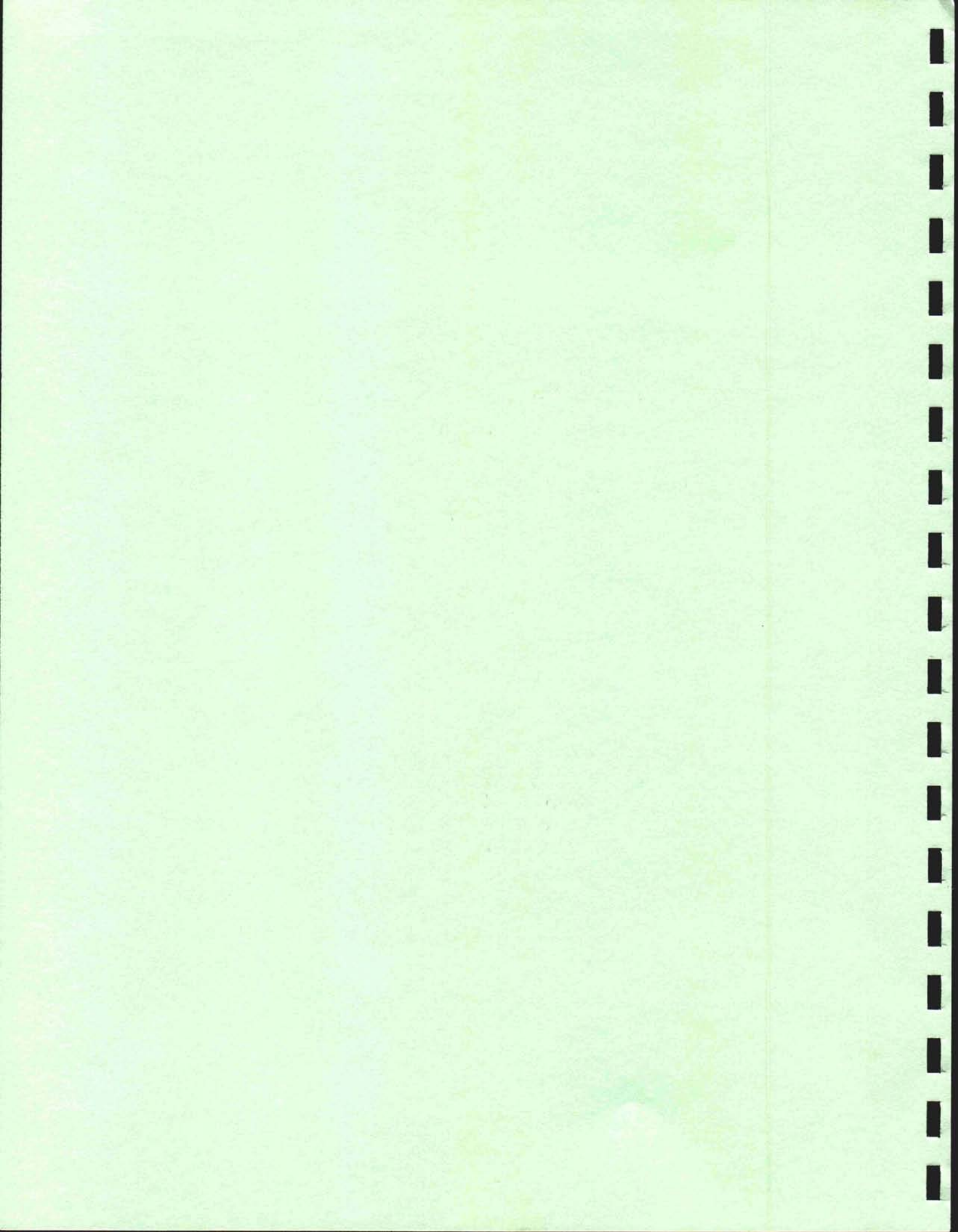


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**ARTICLE I - PREAMBLE**

This Agreement is entered into on the 1st day of July, 1993 by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Interpreters.

**ARTICLE II - RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of this Agreement for staff members of the School Board included in the Bargaining Unit described below:

Interpreters, excluding supervisors, temporary substitute staff, special education center program staff, instructional assistants, and all other staff members.

**ARTICLE III - REPRESENTATION**

**A. Officer Notification**

The Association will furnish the Employer with lists of its representatives who have dealings between the Employer and said Association, within five (5) working days after their appointment.

**B. Association Representatives**

Duly authorized local representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operations.

**ARTICLE IV - MANAGEMENT RIGHTS**

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

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its staff members;

2. To hire all individuals and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion; and to promote and transfer all such individuals;
3. To determine the hours of employment and the duties, responsibilities, and assignment of staff members with respect thereto, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan.

#### ARTICLE V - COMPENSABLE LEAVE DAYS

##### A. Definition

Paid for leave time will be provided in order to protect the individual's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

##### B. Accumulation

Each individual, who works 20 hours or more per week shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each individual on July 1st. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred (100) days for ten-month staff.

##### C. Use of Leave Days

Leave may be used, in accordance with the schedule specified herein, for personal or family illness, bereavement, emergencies and personal leaves. For all absences the individual is required to notify the school administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be confined to the legitimate purposes specified in the schedule which follows immediately.

1. Personal Illness: Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that a staff member may be required to provide

- a physician's certificate in cases of illness.
2. Family Illness: Bona Fide pressing need due to illness of an individual's spouse, children or parents.
  3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Personnel Office, provided such additional leave days are available in the current or accumulated leave bank.

An individual's immediate family shall include spouse, parents, children, or persons living in the individual's household. Secondary family is considered to include the individual's grandparents, brothers and sisters. Proof of death may be required.

4. Personal Leave: Up to two (2) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Personnel.
5. Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Personnel.
6. An interpreter may be provided one day from current leave days, with prior approval from the program supervisor, for the purpose of completing the QA or RID evaluation.

#### D. Use of Accumulated Leave Bank

The individual's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.

A staff member may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.

Leave days for illness in the family may be used from the leave bank, up to a maximum of five (5) days per year for serious illness to a family member only after current leave bank has been exhausted and prior approval has been received from the Assistant Superintendent for Personnel.

#### E. Leave Day Provisions

Leave Days shall not be used for personal pleasure or extended vacations. Abuse of temporary leave shall be subject to one or more warnings, suspension and/or dismissal. All salary and fringe benefits of the individual are subject to being waived during the abused leave.

In the event that the service of an individual is interrupted by reason of discharge, termination, suspension, or leave, and said individual has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from last pay check due the individual at the time of interruption.

#### F. Jury Duty

Individual who are summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, the individual must furnish the business office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court. This payment by the employee shall be made to the business office no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

#### G. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this official closing is announced on radio stations WJR, WPON, WWJ or through a program established by the administration, staff will be expected to report for work.

1. In the event of inability to reach work due to inclement weather, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed.



2. In the event a facility must be shut down and the individual has reported for work, the individual may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the individual may be reassigned to another facility.
3. An individual may charge up to a maximum of two (2) days against unused current leave days in the event time is missed due to circumstances as defined in G-1 and 2 above.

#### ARTICLE VI - LEAVES OF ABSENCE (noncompensable)

##### A. Maternity Leave

1. Maternity leave shall be considered a non-paid leave. The staff member, upon learning of the pregnancy, must no later than the fourth month of pregnancy, provide the Personnel Office with a physician's statement verifying estimated date of confinement. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month.
2. The maternity leave shall begin as soon as the involved individual and/or the physician deem it necessary. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of physical ability to do the work. If these conditions are not met, the administration will initiate the leave.

A maternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective.

3. An individual desiring to return from leave shall so notify the administration in writing and provide a physician's statement approving the return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Return to work is contingent upon a vacancy being available for which the individual is qualified; and there shall be no layoff to provide a vacancy.

4. Reinstatement shall be to the same or a comparable position and one for which the individual is qualified. The request for return from leave shall be accompanied by a physician's statement indicating the individual's physical and emotional capability to resume a position.

In cases of adoption, the above provisions of Section A shall apply.

## B. Military Leave

### Reinstatement from Military Leave

Any staff member who enters into active service of the Armed Forces of the United States and, upon the termination of such honorable service, shall be offered re-employment, provided the individual reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event, the individual will be offered employment in line with seniority as may be available, and which the individual is capable of doing.

An individual who enters the Armed Forces will have seniority equal to the time spent in the Armed Forces.

## C. Leave for Association Business

A maximum of eight (8) days per year, not for consecutive use, may be used for the conduct of Association business. It is understood and agreed that the use of these noncompensable days will be considered only when the operation can be continued with no interruption, and is finally contingent on the approval of the immediate supervisor. These days will not be used in combination with other leave days or vacation.

## D. Conditions for Return from Leave

1. An individual released by a physician for return to work will be assigned to the first vacancy for which the individual is qualified.
2. The Board of Education reserves the right to have any individual returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations.
3. An individual who is on a leave of absence, and doesn't return upon the expiration of the leave, will be considered a termination. Should no vacant position exist, the individual will be considered as unassigned staff.

**ARTICLE VII - HOLIDAYS**

A. A maximum of nine (9) paid holidays per year will be granted to each staff member. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received permission from the Assistant Superintendent for Personnel, in advance, or is on a compensable leave as defined in Article V of this Agreement.

Holiday pay will be based on the individual's hourly rate and regular work day (not to exceed eight (8) hours) immediately previous to the holiday.

B. The following days will be celebrated as paid holidays:

New Year's Day	Thanksgiving
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve
Labor Day	Christmas
	New Year's Eve

When one of the enumerated holidays falls on a Saturday or Sunday, the individual will be provided an alternative paid leave day. The holiday work calendar will be determined by the employer.

**ARTICLE VIII - INSURANCE BENEFITS**

A. Benefit Eligibility

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

An individual shall be eligible for insurance benefits effective the first day of the month after the month in which employment was initiated.

It is agreed and understood that the Board of Education reserves the right to change carriers and use alternative funding methods.

B. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The staff member must notify the Payroll Office of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that staff not knowingly cause the Board to provide hospitalization insurance coverage that is a

duplication of such coverage already held by the individual. The Association shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

C. For each individual who works twenty-five (25) hours or more per week, the Employer will pay the premium for the following: Single subscriber hospital/medical, life insurance, temporary disability and salary continuation coverage, and long term disability insurance.

1. Blue Cross/Blue Shield of Michigan, PPO, (comparable to MVF-I Master Medical Option 3), prescription drug rider \$3.00 co-pay and a \$100/\$200 master medical deductible. Coverage for two person or full family may be purchased at the individuals' expense.
2. Life Insurance: The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each individual. The life insurance policy shall pay the employee's designated beneficiary the sum of \$15,000 upon death with a provision for double indemnity in the event of accidental death.
3. Temporary Disability and Salary Continuation

For each eligible staff member, the following disability and salary continuation coverage:

- a. For off-the-job sickness and accident, after all leave days have been used or ten (10) work days, whichever is later, the individual will be paid:
  1. Up to thirty (30) work days at 75% of the individual's current wages;
  2. Up to an additional 210 work days at 60% of the individual's current wages.
- b. Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.
- d. Maternity as a disability will be recognized under the provisions of applicable law.

#### 4. Long-Term Disability

Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

The amount received from the insurance company will be reduced by any primary remuneration received from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits or other such pensions.

D. For each individual who works 32.5 hours or more per week, the Employer will pay the premium for up to full family health, dental, and vision. The Employer will also pay the premium for the following: life insurance, temporary disability and salary continuation coverage, and long term disability insurance as provided in C-2, 3 and 4 above.

1. Health Insurance: Blue Cross/Blue Shield of Michigan, PPO, (comparable to MVF-I Master Medical Option 3), prescription drug rider \$3.00 co-pay and a \$100/\$200 master medical deductible.
2. Dental Care: Classes I, II, and III which includes preventive basic care and prosthetics, a dental plan of Class I - 90%, Class II - 75%, and Class III - 60%, with a maximum per person per year of \$1,000.
3. Vision: The vision care program with a \$35.00 cap on frames, will provide services including examination, lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.

#### E. Worker's Compensation

In the event an individual is absent from work due to a job-related accident, the employee will be paid, for a period not to exceed 120 days from the date of the accident, the difference between the individual's full salary and such monies as may be received from Worker's Compensation benefits (loss-of-time benefits.)

It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

Should the individual continue to be off work beyond a period of 120 days, the employee shall not then be eligible for short-term disability benefits under Article VIII. After the 120-day period, current and bank days may be used, per Article V. No District supplement will be made after 120 days, as defined above.

Any staff member required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved individual. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the individual is scheduled to work, unless approved by the immediate supervisor.

Any benefits beyond one year shall be payable only under the terms of Worker's Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article VIII.

#### ARTICLE IX - HEALTH

To provide continuing health and safety protection for students and school personnel, staff shall provide health certificates and submit to physical examinations as follows:

1. At the time of hiring, each individual shall provide a certificate from a physician showing that the individual is able to fulfill the assigned duties and that they are free from active tuberculosis and other communicable diseases.
2. As a condition of continued employment, each individual shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results, in compliance with Act 290, as amended, of Public Acts of 1966. The results of the test must be filed with the personnel office.
3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

#### ARTICLE X - MILEAGE

A. Staff members required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the individual must submit a mileage sheet in accordance with the established district procedures.

B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage sheet shall be held by the individual until the end of the month in which fifty (50) miles have been accumulated.

**ARTICLE XI - WAGES**

A. Salary

	<u>0 yrs</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4 yr</u>	<u>Long<sup>1</sup></u>	<u>Long<sup>2</sup></u>
1993/94	11.90	12.45	13.05	13.65	14.55	15.05	15.85

	<u>0 yrs</u>	<u>1 yr</u>	<u>2 yr</u>	<u>3 yr</u>	<u>4 yr</u>	<u>Long<sup>1</sup></u>	<u>Long<sup>2</sup></u>
1994/95	12.30	12.90	13.50	14.10	15.05	15.55	16.40

Salary schedules are effective the first official work day of each school year.

B. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. Up to three (3) years maximum credit for outside work experience may be given. In-district experience may be granted for up to five (5) years.
3. Additional Education Pay: For those individuals who have a QA III, an Associates Degree, or sixty semester hours with a C average or better, an additional \$0.30/hour will be granted upon request. Those individuals who hold a Bachelor's Degree from an accredited institution of higher learning or R.I.D. certification will be eligible for an additional \$0.50/hour upon request. Such request shall be made in writing to the Assistant Superintendent for Personnel and must be verified by submission of transcripts as required.
4. Longevity increments shall be initiated after seven (7) and nine (9) years of regular service in the Bloomfield Hills School District.
5. A differential of 50 cents per hour will be paid to the individual designated as interpreter coordinator and a differential of 25 cents per hour will be paid to the building lead interpreter.

These positions will be subject to annual appointment as determined by the supervisor of the hearing impaired program. A posting announcing a vacancy in the above positions will be provided to each interpreter.

### C. Work Schedule

Length of Work Year: Interpreters will be scheduled to a work year comparable in length to that of instructional staff. Inservice or other professional activities will be scheduled by the District for interpreters on non-student work days.

Working Hours: The daily schedule shall include an unpaid duty-free, one-half hour lunch period. Any modification in the daily schedule must have the approval of the appropriate administrator.

Reduction in Staff: There shall be a written notification of thirty (30) calendar days in the event of a reduction in staff.

Extended Day Provisions: Interpreters who are required to return or make a separate trip in order to provide services to a student, will be guaranteed pay for two (2) hours, or the actual hours worked if greater than two hours. Those individuals who assume an activity assignment which is a continuation of the day will be paid for actual hours worked.

### ARTICLE XII - TUITION REIMBURSEMENT

Reimbursement for college tuition and RID certification will be provided for those individuals required or approved to attend school, providing coursework is completed with a grade of "B" or better and the RID is acquired. Reimbursement is subject to the coursework being directly related to the individual's assignment, and having written approval prior to enrollment from the assistant superintendent for personnel. The total annual reimbursement for the entire bargaining unit will not exceed one thousand five hundred dollars (\$1,500).

Application and supporting information for tuition or RID reimbursement shall be filed with the personnel office by June 30 of each year. Contingent on the total reimbursement request, there may be a proration.

### ARTICLE XIII - PROBLEM RESOLUTION

Any complaint by an individual concerning the application meaning, interpretation or alleged violation of this Agreement, shall constitute a concern and shall be processed as follows. No concern shall be processed unless it is presented within ten (10) working days of its occurrence.

The initial presentation of any concern shall consist of an informal discussion between the individual and immediate supervisor. At the option of the individual, a representative of the Association may participate in the discussion.



If the decision is not satisfactory to the individual, the concern shall be reduced to writing and presented to the assistant superintendent for personnel within ten (10) working days of the initial meeting. An answer in writing shall be provided within five (5) working days of receipt of the concern.

#### **ARTICLE XIV - VACATION**

Interpreters will earn vacation in one year for use in the following year.

Regular full-time interpreters (32.5 hours per week) will earn up to five (5) paid vacation days per year. Earned vacation may be used during the spring recess for eligible staff. Vacation request forms must be completed and are available from the Payroll Department.

Those individuals who have not completed a full year will have paid vacation days prorated based on the portion of the year actually worked. Upon termination, with timely notice of at least one week, unused vacation earned to date will be paid.

#### **ARTICLE XV - EFFECT OF AGREEMENT**

##### **A. Addendum to Contract**

The School Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the Association in an amendment hereto which shall be ratified and signed by both parties.

##### **B. Conformity to Law**

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the union and the staff members in the bargaining unit, and 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 judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XVI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993, and shall continue in full force and effect until June 30, 1995. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing in the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year, which extension shall be subject to the reopening and extension provisions set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly-authorized representatives.

BLOOMFIELD HILLS  
BOARD OF EDUCATION

BLOOMFIELD HILLS ASSOCIATION  
OF INTERPRETERS

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President

\_\_\_\_\_  
Negotiating Team

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Negotiating Team



