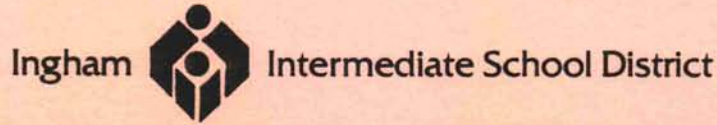


6/30/92



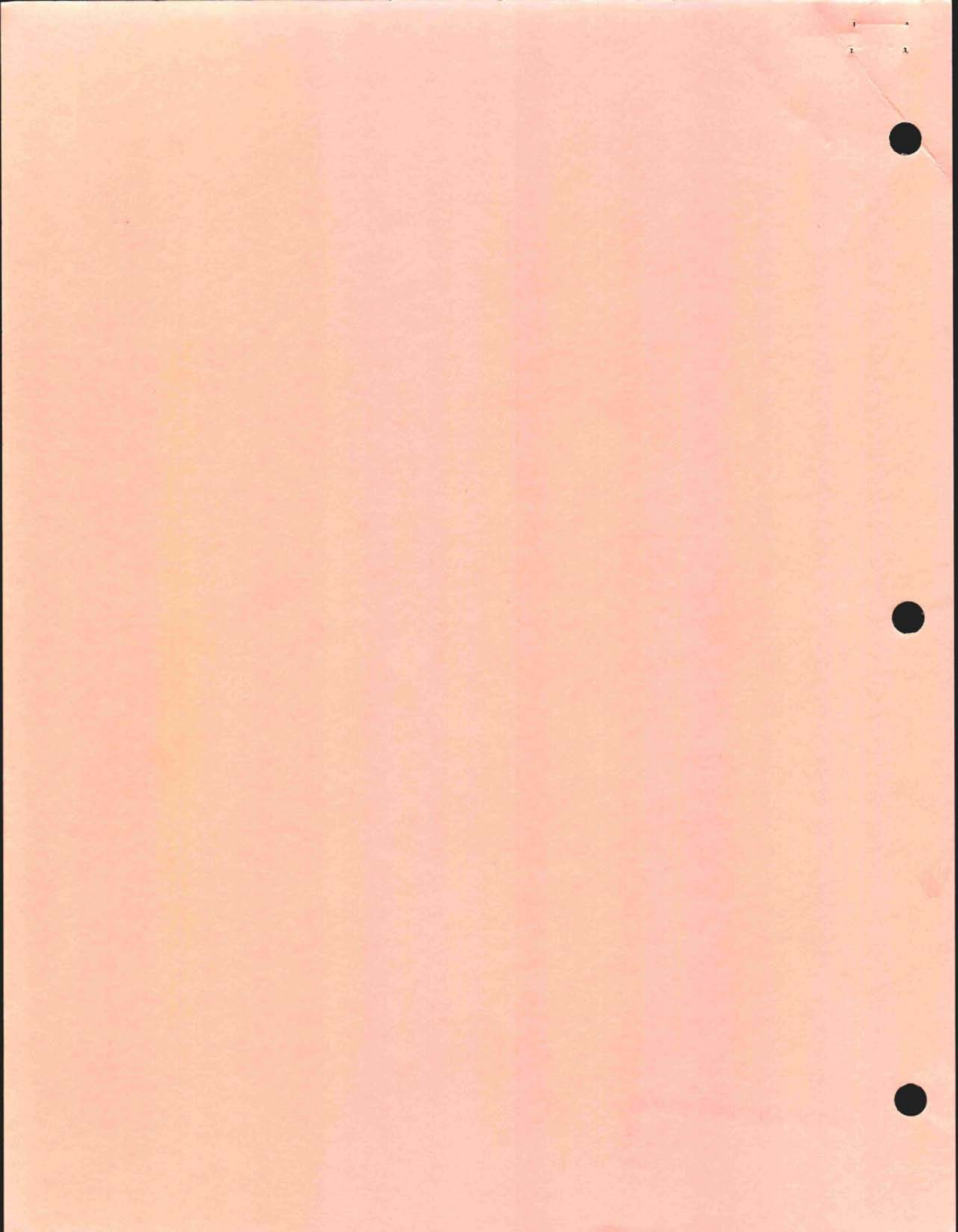
AGREEMENT BETWEEN
The Ingham Intermediate School District
and
The United Ingham Independent Employees
Unit III
1989-92

Ingham Intermediate School District



United Ingham Independent Employees, Inc.
2630 West Howell Road
Mason, Michigan 48854
(517) 676-1051

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



AGREEMENT

THE INGHAM INTERMEDIATE SCHOOL DISTRICT

and

THE UNITED INGHAM INDEPENDENT EMPLOYEES

UNIT III

1989-1992

This Agreement has been approved by the
Ingham Intermediate School District
and the
United Ingham Independent Employees, Unit III

BOARD OF EDUCATION

Donald W. Shebanski
Secretary to the Board of Education

November 14, 1989
Date

UNITED INGHAM INDEPENDENT EMPLOYEES

Judith Lasater
President of the Association

November 14, 1989
Date

AGREEMENT

This Agreement is entered into, on this _____ day of _____, 1989, by and between the Board of Education of the Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter called the "Board" or the "Employer" and the Unit III of the United Ingham Independent Employees, hereinafter called the "Association" or the "Union".

TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION.....	1-1
Section 1. Recognition.....	1-1
Section 2. Unit Description.....	1-1
Section 3. Other Agreements.....	1-1
ARTICLE 2 - NEGOTIATION PROCEDURE.....	2-1
Section 1. Selection and Powers of Bargaining Representatives...	2-1
Section 2. Negotiation Schedule.....	2-1
Section 3. Amendment of Agreement.....	2-1
Section 4. Past Practice.....	2-1
Section 5. Catch-Line Not Part of Section.....	2-1
ARTICLE 3 - BOARD RIGHTS.....	3-1
ARTICLE 4 - ASSOCIATION RIGHTS.....	4-1
Section 1. Association Rights.....	4-1
Section 2. Board Policies.....	4-1
Section 3. Release Time.....	4-1
Section 4. Employee Rights.....	4-2
Section 5. Rights Provided by Law.....	4-2
Section 6. Association Communications.....	4-3
Section 7. Damage Reimbursement.....	4-3
Section 8. Employees Protection.....	4-3
ARTICLE 5 - ASSOCIATION SECURITY.....	5-1
Section 1. Membership Requirement.....	5-1
Section 2. Checkoff.....	5-1
Section 3. Termination for Failure to Comply.....	5-1
Section 4. Termination Limitation.....	5-3
Section 5. Association Dues and Service Fee.....	5-3
Section 6. Hold Harmless Clause.....	5-4
ARTICLE 6 - GRIEVANCE PROCEDURE.....	6-1
Section 1. Purpose.....	6-1
Section 2. Definition.....	6-1
Section 3. Response.....	6-1
Section 4. Singular or Joint.....	6-1
Section 5. Procedure.....	6-1
Section 6. Time Limits.....	6-3
Section 7. Notice of Outside Representation.....	6-4
ARTICLE 7 - DISCIPLINE.....	7-1

Section 1. Conduct.....	7-1
Section 2. Just Cause.....	7-1
Section 3. Representation.....	7-1
Section 4. Notice.....	7-1
Section 5. Participants in Disciplinary Action Meetings.....	7-1
Section 6. Progressive Discipline.....	7-1
Section 7. Suspension.....	7-2
Section 8. Relation to Greivance Procedure.....	7-3
Section 9. Complaints.....	7-3
Section 10. Discharge.....	7-3
Section 11. Unexcused Absences.....	7-3
ARTICLE 8 - SCHOOL CLOSING.....	8-1
Section 1. Notification.....	8-1
Section 2. Absence of Notification.....	8-1
Section 3. Late Reporting and Failure to Report.....	8-1
Section 4. Partial Closing.....	8-1
Section 5. Make-Up Days.....	8-2
Section 6. Use of Leave.....	8-2
ARTICLE 9 - NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS.....	9-1
Section 1. Board and Association Rights.....	9-1
Section 2. Adding New Jobs.....	9-1
Section 3. Notice of Elimination of Job.....	9-1
ARTICLE 10 - SENIORITY.....	10-1
Section 1. Definition of Seniority.....	10-1
Section 2. Probationary Employees.....	10-1
Section 3. Temporary Employees.....	10-1
Section 4. Grant Employees.....	10-2
Section 5. Accrual of Seniority.....	10-3
Section 6. Substitute Employees.....	10-3
Section 7. Employees on Unpaid Leave.....	10-3
Section 8. Employees on Layoff.....	10-3
Section 9. Breaks in Seniority.....	10-4
Section 10. Affirmative Action.....	10-4
Section 11. Superseniority.....	10-4
ARTICLE 11 - APPLICATION OF SENIORITY.....	11-1
Section 1.....	11-1
Section 2. Layoff Procedure.....	11-1
Section 3. Recall Procedure.....	11-1
Section 4. General Provisions.....	11-2
Section 5. Consultation with the Association.....	11-3
ARTICLE 12 - ASSIGNMENTS OF TRANSFERS.....	12-1

Section 1. Assignments and Transfers.....	12-1
Section 2. Involuntary Transfer.....	12-2
Section 3. Summer Posting.....	12-2
ARTICLE 13 - HEALTH BENEFITS.....	13-1
Section 1. Insurances.....	13-1
Section 2. Change in Dependency Status.....	13-4
Section 3. General Provisions.....	13-4
ARTICLE 14 - UNPAID LEAVE OF ABSENCE.....	14-1
Section 1. Leave/Reinstatement.....	14-1
Section 2. Short Term Leave of Absence.....	14-1
Section 3. Child Care Leave.....	14-1
Section 4. Parental and/or Adoptive Leave.....	14-1
Section 5. Extended Unpaid Leaves.....	14-2
Section 6. Loss of Seniority and Recall Rights.....	14-2
Section 7. Military Leave.....	14-2
Section 8. National Guard/Reserve Training.....	14-2
ARTICLE 15 - JURY DUTY.....	15-1
Section 1. Notification.....	15-1
Section 2. Proof of Jury Duty.....	15-1
Section 3. Pay.....	15-1
Section 4. Pay Check/Mileage.....	15-1
ARTICLE 16 - HOLIDAYS.....	16-1
Section 1. Holidays Specified.....	16-1
Section 2. Eligibility for Holiday Pay.....	16-1
ARTICLE 17 - TUBERCULIN TESTING.....	17-1
Section 1. Condition of Employment.....	17-1
Section 2. Tests.....	17-1
ARTICLE 18 - SALARY AND HOURS OF WORK.....	18-1
Section 1. Salary Schedule.....	18-1
Section 2. Longevity.....	18-1
Section 3. Pay Days.....	18-1
Section 4. Deductions.....	18-2
Section 5. Time Sheets.....	18-2
Section 6. Call-In Pay.....	18-2
Section 7. Full-Time Employee.....	18-2
Section 8. Overtime.....	18-2
Section 9. Rest Periods.....	18-2

ARTICLE 19 - GENERAL.....	19-1
Section 1. Tuition Reimbursement.....	19-1
Section 2. Reimbursement of Expenses.....	19-1
Section 3. Retirement.....	19-2
Section 4. Limitations.....	19-2
Section 5. Purpose.....	19-2
Section 6. Payment/Years of Service.....	19-2
Section 7. Sunset Provision.....	19-3
ARTICLE 20 - SEPARABILITY AND SAVINGS CLAUSE.....	20-1
ARTICLE 21 - DURATION.....	21-1
ARTICLE 22 - ABSENCES WITH PAY.....	22-1
Section 1. Compensable Leave.....	22-1
Section 2. Accumulation.....	22-1
Section 3. Use of Sick Leave.....	22-1
Section 4. Sick Leave Conditions.....	22-1
Section 5. Sick Bank.....	22-2
Section 6. Personal Business Leave.....	22-6
Section 7. Use of Personal Business Leave.....	22-6
Section 8. Restrictions.....	22-7
Section 9. Absences for Doctor or Dentist Appointments.....	22-7
ARTICLE 23 - DEFINITIONS.....	23-1
APPENDIX A - Job Titles and Grades	
APPENDIX B - 1989-90 Paraprofessional Salary Schedule	
APPENDIX C - 1990-91 Paraprofessional Salary Schedule	
APPENDIX D - 1991-92 Paraprofessional Salary Schedule	
APPENDIX E - 1989-90 Instructional Assistant Salary Schedule	
APPENDIX F - 1990-91 Instructional Assistant Salary Schedule	
APPENDIX G - 1991-92 Instructional Assistant Salary Schedule	

ARTICLE 1
RECOGNITION

SECTION 1. RECOGNITION.

The Board of Education of the Ingham Intermediate School District (hereinafter referred to as the "Board or "Employer") hereby recognizes the United Ingham Independent Employees (hereinafter referred to as the "Association" or "UIIE III") pursuant to Case No. R83C-117 of the Employment Relations Commission, State of Michigan, Department of Labor, in the Unit described in Section 2 as their representative for the purposes of collective bargaining and that pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said Association is the exclusive representative of all of the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

SECTION 2. UNIT DESCRIPTION.

All full-time and regular part-time employees within the following job classifications: Paraprofessionals and Instructional Assistants: excluding substitute, temporary, part-time other than regular, and all other employees of the Board.

SECTION 3. OTHER AGREEMENTS.

The Board agrees that during the life of this Agreement it will not recognize any labor organization other than the Association as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications included in the bargaining unit. Nor may the employer enter into any agreements with employees individually or collectively which conflicts or are contrary to the terms of this Agreement.

ARTICLE 2

NEGOTIATION PROCEDURES

SECTION 1. SELECTION AND POWERS OF BARGAINING REPRESENTATIVES.

Neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership at large of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

SECTION 2. NEGOTIATION SCHEDULE.

At least by March 1 of the year of expiration of this Agreement, the Association will present its proposals for the upcoming negotiation to the Board. On or before March 15 of the same year, the Board shall present its proposals to the Association. Negotiations shall begin by April 1 of the same year. April 15 shall be the cut off for presenting any new noneconomic proposals.

SECTION 3. AMENDMENT OF AGREEMENT.

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in written and signed amendment to this Agreement.

SECTION 4. PAST PRACTICE.

There are no understandings or agreements or past practices which are binding either upon the Board or the Association other than the written agreements enumerated or referred to in this Agreement.

SECTION 5. CATCH-LINE NOT PART OF SECTION.

The catch-line heading of any section of the contract that follows the section number shall in no way be deemed to be a part of the section of the contract, or be used to construe the section more broadly or narrowly than the text of the section would indicate, but shall be deemed to be inserted for purposes of convenience to persons using the contract.

ARTICLE 3

BOARD RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General School Laws or any other Laws or regulations.

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its facilities, its equipment and its operation.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel, and scheduling.
- C. Direct the working forces, including the right to hire, promote, assign, discipline, transfer and determine the size of the work force.
- D. Determine the services, supplies, and equipment necessary to continue its operations.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including health conditions.
- G. Determine overall goals and objectives as well as the policies affecting the educational programs.
- H. 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 subdivisions, buildings or other facilities.
- I. Determine the size and content of the management organization, its functions, authority, amount of supervision and the table of organization.
- J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE 4

ASSOCIATION RIGHTS

SECTION 1. ASSOCIATION RIGHTS.

The Association, upon the approval of the building administrator, will have the right to use school facilities, at reasonable times, and equipment; to wit, telephone, typewriter, word processor and photocopying District grounds at times when such equipment is not in use for regular operations, providing it has trained operators. The Association shall pay the cost of all materials, supplies and other costs incident to such use.

SECTION 2. BOARD POLICIES.

The employer will supply copies of new Board policies to the Association President. Copies of policy drafts will be supplied to the Association when they are given first reading by the Board.

SECTION 3. RELEASE TIME.

Association representatives should be afforded reasonable time during regular working hours, without loss of pay, to participate in meetings with board representatives concerning collective bargaining or negotiations and meetings with board representatives concerning the processing of grievances, relative to wages, hours of employment and other working conditions; provided, that they have the prior approval of their supervisor or his/her designated representative.

Grievances may be handled by an Association grievance representative participating in the meeting or hearing of any grievance, the aggrieved employee may also be present. Any member of the Association grievance committee engaged in a meeting or hearing with board representatives concerning a grievance during the regular scheduled working hours should be paid for such time lost at their regular rate of pay.

Association representatives may, when necessary, attend to Association matters during working hours, provided: i) that they request such time off from their supervisor and notify the supervisor when they return, and ii) that their leaving work temporarily will not disrupt operations. If the terms of this section are complied with, the employer will not deduct any pay for up to thirty (30) hours of such time each contract year (July 1 - June 30) for all representatives combined. If the Association expends the thirty (30) hours before the end of the contract year, additional time off will be without pay.

Collective bargaining by the Association shall be done by an Association bargaining committee with or without the assistance of authorized agents, representatives and/or attorneys. The number of the Association members on the Association bargaining committee participating in any negotiation session should

normally not exceed four (4). Members of the Association negotiating committee shall be paid their regular rate of pay for time lost during the regular scheduled working hours at their regular rate of pay, but in no event will more than four (4) members of the negotiating committee be paid for participation in any one negotiation session.

SECTION 4. EMPLOYEE RIGHTS.

All employees and regular members of the Association and the lawful representatives of the Association shall have the right to engage in any lawful concerted actions or activities for the purpose of collective bargaining or for the mutual aid and protection of the Association and its members, and to express or communicate in any lawful view grievances, complaints or opinions related to any condition of employment, free from any restraint, interference, coercion, discrimination, reprisal or the threat thereof.

SECTION 5. RIGHTS PROVIDED BY LAW.

The Board recognizes that the Association and individual employees have all rights provided by law, including but not limited to the following:

- A. The right to organize and collectively bargain as provided in Act 379 of the Public Acts of 1965 as amended.
- B. The right to public information as provided in the Freedom of Information Act, which is Act 442 of the Public Acts of 1976; and to information necessary for bargaining as specified in Act 379 of the Public Acts of 1965 as amended.
- C. Civil rights as provided in the Michigan Civil Rights Act, which is Act 453 of the Public Acts of 1976.
- D. The rights provided under the Open Meeting Act, which is Act 267 of the Public Acts of 1976. Included is the right to address the Board at regular meetings at a time established on the agenda. Such presentation may be limited by the Board to no more than fifteen (15) minutes in duration.
- E. The Board recognizes that individual employees are entitled to all of the provisions of Act 397 of the Public Acts of 1978, as amended, as it pertains to the individual employee personnel file.
- F. The Board will follow the rights provided by School Code of 1976 and all other statutory provisions.

SECTION 6. ASSOCIATION COMMUNICATIONS.

The Association shall have the right to post notices of its activities and matters of concern on bulletin boards at least one (1) of which shall be provided in each building, said bulletin boards are to remain where currently located. The Association may use the school mail boxes for communications.

SECTION 7. DAMAGE REIMBURSEMENT.

Damage to the personal property of an employee as the direct result of student contact will be reimbursed in accordance with Board Policy #DLCD, dated February 18, 1986, or as subsequently amended.

SECTION 8. EMPLOYEES PROTECTION.

Any case of employment related assault and battery upon an employee shall be immediately reported to the employee's supervisor. Upon written request, the Board will provide legal counsel of its choice to advise the employee of his/her rights and obligations in connection with handling of the incident by law enforcement and judicial authorities.

SECTION 9.

The Ingham Intermediate School District will assist its employees who are impacted by decentralization in being appropriately placed with the new employing school district. The District, through the Assistant Superintendent of Human Resources or other designee of the Superintendent, will seek to ensure that the decentralized staff will receive all benefits to which they may be entitled. The District will notify the impacted employees of job vacancies and their bumping rights in order to assist the employee with their decision to be placed with the new employing school district or to remain with the Ingham Intermediate School District.

ARTICLE 5

ASSOCIATION SECURITY

SECTION 1. MEMBERSHIP REQUIREMENT.

Any employee who is not a member of the Association in good standing or who does not make application for membership within ten (10) working days after completion of his/her probationary period shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. The Union shall be responsible for maintaining a due process procedure for nonmembers to determine how their fee is utilized and to provide the nonmember an expeditious and impartial hearing regarding their objection.

SECTION 2. CHECKOFF.

- A. The Human Resources Office at the time of hire, rehire, reinstatement or transfer of an employee into the bargaining unit, shall apprise the prospective employee of this Article's provisions.
- B. After the employee successfully completes the probationary period, the Human Resources Office will notify the Association of said employee's successful completion. The Association will present said employee with an application for membership and an authorization for checkoff of dues.
- C. If the employee desires to join the Association, the employee shall complete both the application for membership and authorization forms for checkoff of dues and/or service fees and return them to the Association financial officer.
- D. If the employee does not desire to join the Association, the employee shall complete only the authorization form for checkoff of service fees so that the Association may collect from the employee its service fee equal to the dues and return it to the Association financial officer.
- E. During the life of this Agreement and in accordance with the authorization for checkoff of dues or service fees, the Board agrees to deduct membership dues or service fees levied in accordance with the constitution and bylaws of the Association from the pay of each employee who executes or has executed the authorization for checkoff of dues or service fees.
- F. The initial deduction for any employee shall not begin until the authorization for checkoff of dues or service fees and certification of the Association financial officer as to the amount of the periodic Association dues or service fees have been delivered to the employer's Human Resources Department at least fifteen (15) calendar days prior to the

affected pay day.

- G. All monies deducted by the employer shall be remitted to the Association financial officer by the twenty-fifth (25th) calendar day of the month following the month in which deductions were made together with a list of current employees showing the amount of Association dues or service fees deducted from each employee.
- H. In cases where a deduction is made which duplicates a payment already made to the Association by an employee or where a deduction is not in conformity with the constitution and bylaws of the Association, refunds to the employee shall be made by the Association.
- I. The employer shall not be liable to the Association by reasons of Section 3 of this Article for the remittance or payment of any sum other than that constituting actual deductions made from the pay earned by the employee.
- J. The Association shall protect and save harmless the employer from any and all claims, unemployment compensation, demands, suits, nonredundant attorney fees, and other forms of liability by reasons of action taken or not taken by the employer for purpose of complying with this Article.

SECTION 3. TERMINATION FOR FAILURE TO COMPLY.

An employee in the bargaining unit who fails to tender to the Association dues or, in the alternative, service fees in an amount equal to those dues as set forth in the constitution and bylaws of the Association shall be terminated by the Board provided the following stipulations are adhered to:

- A. The Association shall notify the employee involved with a copy to the Office of Human Resources by certified or registered mail explaining that the employee(s) is delinquent and not tendering required dues or service fees, specifying the current amount of delinquency and warning him/her that unless the delinquent dues or service fees are paid and a properly executed authorization for checkoff of dues or service fees is tendered within ten (10) working days of such notice the employee shall be reported to the Office of Human Resources with a request to terminate the employee as provided in this Article.
- B. The Association shall give a copy of this letter sent to the employee and the following written notice, to the Office of Human Resources at the end of the ten (10) day period. The Association certifies that _____ has failed to tender either the periodic and uniformly required Association dues or service fees required as a condition of continued employment under the collective bargaining agreement and demands that the employee be terminated under the terms of this Agreement.

SECTION 4. TERMINATION LIMITATION.

If an employee has a written authorization in effect requiring the deduction of dues or service fees, the employee shall not under any circumstances, risk the loss of job because of lack of good standing in the Association. The Association cannot cause the discharge of an employee who has been expelled by the Association for any reason other than his/her failure to render the dues or service fees to the Association.

SECTION 5. ASSOCIATION DUES AND SERVICE FEE.

- A. The Board agrees to deduct from the regular pay of each Association member who has an executed checkoff authorization form on file the Association dues or service fees subject to all of the following paragraphs. The Board shall have no responsibility for the collection of membership dues and service fees or any other assessments that are not in accordance with this Article.
- B. The Association's checkoff authorization form shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) made thereof and which has been agreed to by the Board and the Association.
- C. All checkoff authorization forms shall be filed with the Board's Human Resources Office which may return any incomplete or incorrectly completed form to the Association's treasurer and no checkoff shall be made until such deficiency is corrected.
- D. The Board shall checkoff only obligations which come due at the time of checkoff and will make checkoff deduction only if the employee has enough pay due to cover such obligations and will not be responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Association.
- E. The Board's remittance will be deemed correct if the Association does not give written notice to the Board's Human Resources Office within two (2) calendar weeks after a remittance is sent of its belief with reason(s) stated, that the remittance is incorrect.
- F. The Association agrees to indemnify and save the Board harmless against any and all claims, unemployment compensation, suits or other forms of liability arising out of its deduction from employees' pay of Association dues or service fees or in reliance on any list, notice, certification or authorization furnished under this Article. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association the Board shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

SECTION 6. HOLD HARMLESS CLAUSE.

The Association agrees to indemnify and hold the Board harmless from any and all damages, claims, unemployment compensation, judgments, suits, nonredundant attorney fees, and other forms of liability by reason of action taken by the Association or the Board or its agent for the purposes of complying with any and all fair share and agency shop provisions of the contract or obligations of the Association providing such damages have not resulted from the misfeasance or malfeasance of the Board or its agents.

ARTICLE 6

GRIEVANCE PROCEDURE

SECTION 1. PURPOSE.

The primary purpose of this procedure is to secure, at the lowest level possible, an equitable solution to the problem of the parties. All time lines herein delineated shall be considered working days.

SECTION 2. DEFINITION.

The "grievance" shall mean a specific charge by the Association, an employee or group of employees, based upon an event, condition or circumstance, under which any employee works, that a provision of this Agreement has been violated or misinterpreted. Any other employee concern or Association concerns, unrelated to the provisions of this Agreement, may be pursued through administrative channels but is not a grievance and will not be subject to the procedures below.

SECTION 3. RESPONSE.

Immediate supervisors and administrative personnel shall consider promptly all grievances presented to them within the scope of their authority and take such timely action as is required.

SECTION 4. SINGULAR OR JOINT.

Grievances under this Agreement may be initiated by employees in the bargaining unit either singularly or jointly or by the Association. Probationary employees have no right to the grievance procedure.

SECTION 5. PROCEDURE.

All grievances will be handled according to the following procedure. (A supervisor or administrator confronted with a grievance which he/she lacks authority to resolve may, upon notification to the Association, advance it to the step where it can be dealt with):

Step 1. Informal Initiation of Grievance.

Any employee who believes he/she has a grievance shall discuss the issue on an informal basis with his/her immediate supervisor. The employee will request such discussion within ten (10) working days of the incident giving rise to the grievance. The employee shall inform the supervisor that the request is Step 1 of the grievance procedure. The employee may have the assistance of an Association representative if the employee so chooses. The supervisor

will hold such discussion with the employee and the representative, if requested, as promptly as possible consistent with not interrupting the normal course of work: but in no case more than five (5) working days after the discussion is requested by the employee. If the grievance is settled without the participation of the Association, the Association shall be informed of the terms of the settlement.

Step 2. Formal/Written Initiation of Grievance.

If the grievance is not resolved, the matter shall be reduced to writing by the grievant and submitted to the supervisor within five (5) working days from the day of discussion with the supervisor. Within five (5) working days after presentation of the written grievance, the supervisor shall give his/her answer in writing to the grievant with a copy to the Union. The written grievance shall include:

- (1) Specific section(s) of this Agreement alleged to have been violated.
- (2) A statement of the facts giving rise to the grievance.
- (3) The relief requested.
- (4) Signature of grievant.
- (5) The date the grievance is filed.

Step 3. First Appeal.

In the event that the grievant is not satisfied with the disposition at Step 2, within ten (10) working days after receipt of the supervisor's answer, the grievant may appeal the grievance to the Assistant Superintendent of Human Resources. The appeal must be in writing and endorsed by the Association. Within ten (10) working days of receipt of the written appeal, the Assistant Superintendent of Human Resources or his/her designee shall hold a hearing in an attempt to resolve the grievance.

Within ten (10) working days after conclusion of the hearing, the administrator or designee shall present the grievant with a written answer to the grievance with a copy to the Union Chief Steward.

Step 4. (Optional) Appeal to Superintendent or Mediation.

In the event that the grievant is not satisfied with the disposition at Step 3, within ten (10) working days after receipt of the Assistant Superintendent of Human Resources answer, the grievant shall notify the Assistant Superintendent of Human Resources, in writing, that he/she wish to continue the grievance. The grievant may request to appeal the grievance to the Superintendent or to mediation or the grievant may request to proceed immediately to Step 5. Upon receipt of the grievant's request to continue the grievance and after review of which option, if any, the Union has requested, the Assistant Superintendent of Human Resources shall within five (5) days notify the Union

whether the Board concurs with the Union's request or whether the Board will be selecting an alternative option. Either party may select to appeal to the Superintendent or mediation. If both parties choose a different option, the appeal to the Superintendent shall precede mediation.

If the Superintendent option is chosen by either party, the same time lines set forth in Step 3 shall be applicable. If mediation is chosen, it shall be handled as expeditiously as possible. If Step 4 is utilized by either party and the grievant is not satisfied with the decision, he/she may within ten (10) days of receipt of the decision of Superintendent or conclusion of mediation request in writing to proceed to Step 5.

Step 5. Arbitration.

- A. To invoke arbitration, the Association must give written notice to the other party. If the parties cannot mutually agree on an arbitrator, the matter will be promptly referred to the Federal Mediation and Conciliation Service or the American Arbitration Association, in accordance with their respective voluntary arbitration rules and an arbitrator will be selected. The arbitrator so selected shall hear the matter promptly and will issue his/her decision as soon as possible after the date of the closing of the hearing. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue(s) submitted. The jurisdiction of the arbitrator shall be limited to grievances arising out of the definition of a grievance contained within the Agreement or any written Amendments hereto or supplements hereto.
- B. The jurisdiction of the arbitrator shall be limited to grievances arising out of the definition of a grievance contained within the Agreement or any written amendments hereto or supplements hereto. The arbitrator shall have full discretion to uphold or rescind disciplinary measures imposed by the Board.
- C. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement or Amendments.
- D. The decision of the arbitrator shall be final and binding upon both parties.
- E. The fee and expenses of the arbitrator shall be paid by the Association if the grievance is denied, or by the Board if the grievance is granted, or as the arbitrator directs if otherwise. The Board shall, upon request, make employees who are on duty, available as witnesses. The Association President may attend any arbitration proceeding without loss of compensation in any matter.

SECTION 6. TIME LIMITS.

The parties have determined that time is of the essence. The parties recognize and agree that all labor disputes must be quickly resolved in conformance

with the Master Agreement language. All time lines outlined in Article 6 must be strictly complied with, subject to Section 7 below.

Time limits at any step of the grievance procedure may be extended only by mutual written agreement between all parties involved. In the event that a grievance is not presented, or is not appealed from one step to another, within the time limit provided, the grievance will be considered as being withdrawn or settled on the basis of the Board's last answer. Failure of the Board to respond to a grievance, at any stage within the time limits specified shall be considered a denial of the grievance and it may be processed at the next step. An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

SECTION 7. NOTICE OF OUTSIDE REPRESENTATION.

If the Association is represented by an outside representative (e.g. legal counsel) at any step of the grievance procedure, the Assistant Superintendent of Human Resources will be given at least three (3) working days advance notice, and may appoint him/herself or a designee as the Board representative.

ARTICLE 7

DISCIPLINE

SECTION 1. CONDUCT.

Breaches of proper conduct are subject to disciplinary procedures. Such breaches include, but are not limited to, abuses of sick leave and other leaves, chronic tardiness, willful deficiencies in performance, violation of Board policies, regulations, and administrative directions not inconsistent with the terms of this Agreement. Alleged breaches of proper conduct and reasons for possible disciplinary action shall be reported promptly to the offending employee.

SECTION 2. JUST CAUSE.

No employee shall be disciplined without just cause.

SECTION 3. REPRESENTATION.

Before any meeting is called from which disciplinary action may result, the employee shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) working days may lapse before such meeting is held.

SECTION 4. NOTICE.

Any written notice of disciplinary action or discharge shall cite the specific sections or rules and regulations and/or appropriate law(s) or ordinance(s) which the employee is alleged to have violated.

SECTION 5. PARTICIPANTS IN DISCIPLINARY ACTION MEETINGS.

Employees required by the Board to participate in grievance or disciplinary action meetings during scheduled working hours shall suffer no loss of pay in connection with the loss as a result of participation in such meetings. The Board shall attempt to schedule such meetings outside of the scheduled working hours.

SECTION 6. PROGRESSIVE DISCIPLINE.

- A. The Board will follow a policy of progressive discipline subject to "B" below which includes verbal warning, written warning, reprimand, suspension, and discharge as a last resort.
- B. The point of initiation of any disciplinary action may be determined by the severity of the employee's behavior.

- C. Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of an Association and/or administration representative.
- D. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days except by mutual consent.

SECTION 7. SUSPENSION.

Suspension means the temporary removal of an employee for disciplinary reasons, or until a situation which exists can be reviewed and considered by the Superintendent. An employee may be suspended with pay under this section for investigation which may not necessarily result in disciplinary action. In case of such suspension, the Superintendent shall provide a meeting within five (5) working days of the suspension, for the purpose of reviewing the reason for the suspension and notifying the employee of the anticipated date of completion of the investigation. An employee shall not be suspended for more than ten (10) days without pay for an infraction of this contract.

A. Suspension With Pay.

Employees suspended under this provision shall be suspended from their assignment with pay for but not limited to the following reasons:

1. Investigation of charges against an employee.
2. Pending and during trial on criminal charges against an employee.
3. Pending and during dismissal proceedings against an employee.

B. Suspension Without Pay.

Employees may be suspended from their assignment without pay or terminated for but not limited to the following reasons:

1. Criminal convictions concerning theft, dishonesty, moral turpitude or use or sale of drugs, which have a clearly discernible detriment to the School District, students (where applicable) and affects the employee's job performance.
2. Insubordination.
3. Misuse of, or under the influence of alcohol or any controlled substances on campus.
4. As a progressive disciplinary action at the discretion of the Superintendent.

SECTION 8. RELATION TO GRIEVANCE PROCEDURE.

Any grievance filed concerning a suspension or discharge will be filed at Step 3 of the Grievance Procedure.

SECTION 9. COMPLAINTS.

Any official complaint (written and signed) about an employee's performance shall be called to the employee's attention within five (5) working days of the receipt of the complaint. The employee shall receive a copy of the written complaint and shall be given an opportunity to respond to it before disciplinary action is taken.

SECTION 10. DISCHARGE.

Any employee who is being discharged pursuant to this Article shall be provided with due process. The employee shall be advised of the charges against him/her and he/she shall be provided an opportunity to respond to said charges and produce any evidence or testimony supporting his/her position. The employee may be represented by the Association or an attorney at said hearing. This hearing shall take place within five (5) days of notice of discharge.

SECTION 11. UNEXCUSED ABSENCES.

It is the intent of the Board and Association to work cooperatively to minimize prolonged and recurring absences of employees.

When an employee has a prolonged or recurring absence, the District reserves the right to require a written doctor's excuse prior to allowing the employee to return to work and/or have the employee examined by the Board's doctor at the Board's expense.

Prior to taking such action, the Board shall have notified the affected employee, and Association, in writing, of their concern and expectation for correction.

In addition, the Board and Association shall meet and confer to identify appropriate ways in which the Association can assist the Board and employee to correct prolonged and recurring absences.

ARTICLE 8

SCHOOL CLOSING

SECTION 1. NOTIFICATION.

In the event severe weather occurs and the Superintendent or his/her designee determines that the entire district operations shall be closed, such notification will be made via local radio stations and employees who are scheduled to work will not be expected to report for work or may be sent home as the circumstances dictate and will be paid for that day.

It will be the duty of the employee to confirm that his/her location is, in fact, closed. The employee should wait for a telephone call from the calling tree and if no telephone call is received, it is the responsibility of the employee to call his/her supervisor to confirm that the building is closed as a result of the severe weather conditions.

SECTION 2. ABSENCE OF NOTIFICATION.

In the absence of such a notification and confirmation, all employees will be expected to report for work. If a building in which an employee serves is closed by severe weather, but the Ingham Intermediate School District is open, it shall be the responsibility of the employee to report in person to an area assigned by his/her supervisor.

SECTION 3. LATE REPORTING AND FAILURE TO REPORT.

All employees must make every effort to report to work even if late. An employee must keep his/her supervisor or his/her supervisor's designee informed if they will be late. In the event that an employee does not report for work because of weather conditions and the Superintendent or his/her designee does not close the Intermediate District, then the employee will be charged a personal business leave day. In the event an employee does not have a personal business leave day available, that employee may choose to take either a compensable leave day or an unpaid leave day.

SECTION 4. PARTIAL CLOSING.

Closing of a building or a portion of a building for any reason; such as boiler failure, power failure, or any other reason deemed valid by the Superintendent or his/her designee, shall not diminish the responsibilities of employees assigned to other buildings or portions thereof. Upon such closing, the Board may temporarily assign employees to work in other locations.

SECTION 5. MAKE-UP DAYS.

In accordance with Public Act 239 of 1984, all school districts must provide for make-up of student instructional days lost when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by city, county, or state health authorities, in order to receive one hundred percent (100%) of the state aid appropriation. Beginning in September, 1986, the Board shall have the authority to reschedule any student instruction days lost in order to coordinate these make-up days with those of local school districts.

All employees may be required to make-up said days. If so required they will be paid at their regular daily rate. The Board will take into consideration the common calendar when rescheduling these days.

SECTION 6. USE OF LEAVE.

If the Ingham Intermediate School District is closed due to severe weather emergencies and/or other acts of God, no compensable leave days will be charged to employees who have requested such leave for the day on which school is closed.

ARTICLE 9

NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS

SECTION 1. BOARD AND ASSOCIATION RIGHTS.

The right of the Board to establish new job classifications, to change job content of existing job classifications and to eliminate job classifications is recognized. The right of the Association to negotiate the appropriate pay grade placement for any new or Board revised job is recognized. If the parties cannot agree, the matter will be submitted to the grievance procedure, Step 3 level.

SECTION 2. ADDING NEW JOBS.

Whenever a non-exempt job is proposed to be added which is not included in Article 1, Section 1, the Superintendent or his/her designee shall make an initial determination as to whether employees in the job are appropriate members of the bargaining unit. The Superintendent or his/her designee shall advise the Association President in writing of his/her decision, and will supply a copy of the job description and position profile to the Association President.

The Association, if it objects to the Superintendent's determination, may file an appeal with the Human Resources Office within ten (10) working days of being so advised by the Superintendent or his/her designee.

If the Association appeals the Superintendent's decision, within ten (10) working days of the appeal, the Superintendent or his/her designee shall meet and confer on the appropriate placement of the new job classifications.

Disputes as to whether a new job should be in or out of the bargaining unit shall be resolved by the Michigan Employment Relations Commission in accordance with their applicable administrative procedures.

SECTION 3. NOTICE OF ELIMINATION OF JOB.

In the event the Superintendent recommends elimination of a job listed in Article 1, Section 1, to the Board, the Superintendent or his/her designee shall give written notice to the Association President giving the reasons for the elimination of that job, a minimum of 10 working days prior to its presentation to the Board.

Employees affected as a result of an elimination of a job shall be entitled to invoke Article 11, Application of Seniority.

ARTICLE 10

SENIORITY

SECTION 1. DEFINITION OF SENIORITY.

The seniority of all employees shall commence with the last date of hire by the Ingham Intermediate School District. Seniority shall be District-wide, and shall be the same for part-time and full-time employees, as well as for fifty-two week and shorter year employees. "Last date of hire" is the first date that the employee starts working after the employee's most recent date of hire.

Seniority applies only as expressly provided in this Agreement. On July 10 of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list for members of the bargaining unit. Such list shall include all individuals who hold seniority, by job, as a result of this Agreement. The Board shall continue to furnish the President and Secretary of the Union an up to date seniority list each six (6) months under this Agreement, January 10 and July 10.

SECTION 2. PROBATIONARY EMPLOYEES.

All newly hired employees of the school district shall be on a probationary status for the first forty-five (45) working days of employment. Probationary employees who are absent during the first forty-five (45) scheduled working days of employment shall not have completed the probationary period until forty-five (45) days shall actually have been worked.

Probationary employees shall not be granted paid leave during the probationary period; however, they shall be credited with compensable leave earned from date of hire. Probationary employees have no seniority or seniority rights. The grievance procedure does not apply to probationary employees.

The purpose of the probationary period is to determine whether employees have the ability and other attributes which will qualify them for regular employee status.

SECTION 3. TEMPORARY EMPLOYEES.

A. Definition.

A temporary employee is an employee hired after Board approval of the job for a limited time only. Such an employee is hired with the understanding that his/her employment will end with completion of the particular task for which he/she was hired, not to exceed the approved duration of the job.

B. Temporary employees shall not accumulate seniority nor shall they be

covered by this Agreement and are not represented by the Union. In the event of layoffs, no full-time or part-time employee shall be laid off while temporary employees performing the same job(s) are employed.

- C. Temporary employees' positions shall not exceed six months in duration.
- D. If a temporary employee is transferred into the bargaining unit, the employee will be subject to all of the provisions of Article 10, Section 2, "Probationary Employees". Upon completion of the probationary period, the employee's seniority date will be his/her date of hire as a temporary employee, i.e., the employee will receive seniority credit for service as a temporary employee.
- E. If temporary work occurs in the same position from which an employee is on layoff, or has had his/her work schedule reduced, and the work is of less than the equivalent of sixty (60) days full time employment:
 - 1. The work shall be offered first to the employee on layoff.
 - 2. The employee may refuse the temporary work without forfeiting his/her recall rights.
 - 3. If the employee refuses, the Board may fill the position with a temporary employee for up to the equivalent of sixty (60) days of full time employment.
 - 4. If the employee accepts the work, he/she will be paid at the employees' last regular hourly rate.
 - 5. There will be no formal recall and the employee will not be eligible for benefits.
 - 6. At the end of the temporary work, the employee will resume his/her layoff status. There will be no formal layoff nor any subsequent bumping.
 - 7. Should the temporary work extend beyond sixty (60) days full time equivalent, the employee will be formally recalled.
- F. By virtue of this inclusion in the bargaining unit, regular instructional assistants are not considered temporary employees.

SECTION 4. GRANT EMPLOYEES.

Positions established under special grant programs shall only exist as long as the grant exists. In the event that the employment of a grant employee exceeds six months in duration, that employee shall be transferred into the bargaining unit.

SECTION 5. ACCRUAL OF SENIORITY.

Unit members will neither lose nor accrue seniority while on unpaid leave. Those employees who work less than a full scheduled work year for the(ir) position will have their seniority pro-rated accordingly (e.g., one semester to equal six (6) months seniority). Such Unit members will not lose seniority while awaiting subsequent assignment (recall), except as provided in Section 9.

SECTION 6. SUBSTITUTE EMPLOYEES.

Substitute employees are those persons employed to replace regular employees who are absent from their work or to temporarily fill vacant positions. Substitutes do not acquire rights to employment or seniority, nor are they eligible for leave, vacation or other benefits. There are four categories of substitute employees:

- A. Those employed to replace an absent employee, who has rights to reinstatement pursuant to Article 14.
- B. Those individuals employed as "on call" employees to replace absent employees, who retain reinstatement rights to their former position.
- C. Substitutes who are filling a vacant position shall not exceed ninety (90) calendar days. This time will be extended, after notice to the Association President, in cases where after a good faith effort to fill the positions, the job has continued to remain vacant or where the vacancy occurs during a break in the school year.
- D. An employee assigned to perform all of the duties and responsibilities of another job, whether within or outside of the bargaining unit. Such an employee retains all rights to reinstatement to their former position.

SECTION 7. EMPLOYEES ON UNPAID LEAVE.

Employees who gain seniority status continue as regular employees, subject to Section 9 below. Employees who take unpaid leave do not lose the seniority they accrued, but do not accrue seniority while on unpaid leave of twenty (20) consecutive working days or more.

SECTION 8. EMPLOYEES ON LAYOFF.

An employee who is laid off retains the seniority which he/she had at the time of layoff. Such seniority will be retained for the period of time specified in Section 9. No additional seniority shall accrue during that period. After the expiration of that period, the employee is considered as terminated and if re-employed at a later date, will be treated as a new hire.

SECTION 9. BREAKS IN SENIORITY.

Seniority is broken, recall rights are forfeited and the employee is terminated upon:

- A. The effective date of retirement, resignation, or involuntary termination (discharge and not reinstated), or
- B. After layoff for a period equal to lesser of either the employee's accrued seniority at the date of layoff, or twenty-four (24) calendar months, or
- C. Failure of the employee to seek reinstatement after an unpaid leave or if a position is not available within one year from the date of expiration of the leave. The employee must notify the employer of his/her intent to return to work at least thirty (30) days prior to the expiration of the leave.

Should any such former employees be re-employed subsequently, they shall be treated as new hires including serving a probationary period of forty-five (45) working days. They shall not carry over any seniority credit from their previous employment.

SECTION 10. AFFIRMATIVE ACTION.

With respect to racial minority employees who are in the bargaining unit, all actual seniority which such employees acquire starting on August 1, 1982 will be double, up to a maximum of two (2) years of extra seniority. Upon reaching the maximum, the employee will remain at that seniority level until actual seniority catches up. For example, an employee whose last date of hire is August 1, 1982 and who works continuously thereafter will have two years of seniority as of August 1, 1983, four years of seniority as of August 1, 1984, and will then remain at the four year level until August 1, 1986. Service prior to August 1, 1982 will not be doubled, but will be added to the employee's total seniority.

The extra seniority which is provided for in this Section may be used only for purposes of layoff and recall, and only at times when the percentage of racial minority employees in the bargaining unit is less than the percentage of racial minority students in the Intermediate School District.

The parties, recognizing that legal questions have arisen concerning minority seniority provisions of this nature, which the parties initiated in good faith and continue to research and review applicable law to determine the appropriateness of this provision. The Board agrees to hold the Association harmless concerning any outside legal disputes arising as a result of the application of this provision.

SECTION 11. SUPERSENIORITY.

For the purposes of layoff and recall, superseniority will be granted to one member of the Unit at the CACC and one member of the Unit at Heartwood. Those

Article 10-5

members will be designated by the Unit. Such persons shall have superseniority within their respective classification. The bargaining unit shall provide the Superintendent with the names of the persons designated to receive superseniority.

ARTICLE 11

APPLICATION OF SENIORITY

SECTION 1.

Seniority as used in this Article shall be applied as defined in Article 10, Section 1. In any staff reduction situation, it will be the Board's objective to staff all remaining bargaining unit positions with fully qualified bargaining unit members so that the quality of service in programs which have not been eliminated or reduced may continue to be maintained.

The operation of this provision shall proceed, giving priority to the special requirements of the differing programs and the special skills and qualifications that are dictated by the programs. The Board will retain full right to make determination of such qualification issues.

SECTION 2. LAYOFF PROCEDURE.

Consistent with the foregoing, in the event that the Board finds it necessary to reduce the number of covered employees through layoff of employment, or reduce the number of employees in a given job, field or program, or eliminate or consolidate positions, or eliminate a program altogether, the Board shall determine the order of layoff as follows:

- A. All temporary and substitute employees working within the affected job will be laid off first.
- B. All probationary employees within the affected job shall then be laid off.
- C. Employees with the least amount of accrued seniority within the job will be laid off.
- D. The employee who occupies the position which has been eliminated will be transferred to the position for which the employee meets the qualifications as determined by the Board, which is occupied by the employee with the least seniority within the Unit. Determination of qualifications will include, but will not be limited to, consideration of the employee's education and training, experience, and personal qualities.
- E. If, within a job, more than one position is eliminated, and therefore more than one employee will be transferred, the Board will decide all matters related to such transfers.
- F. An employee who is to be transferred pursuant to this procedure may decline the transfer in which event such employee will be laid off (such employee may not bump).
- G. An employee who is transferred pursuant to this procedure will be subject

to a trial period of up to forty-five (45) working days during which the employee must demonstrate the ability to satisfactorily perform all of the duties of the position. If the employee does not succeed the employee will be laid off.

- H. Employees will be given at least thirty (30) working days notice of layoff or shorter notice as necessitated by special circumstances.

SECTION 3. RECALL PROCEDURE.

The following procedure will be observed in recalling seniority employees who have been laid off.

- A. When a bargaining unit vacancy exists which the Board decides to fill, the most senior qualified employee who has recall rights, will be recalled. The Board has full right to determine qualifications and this determination is not subject to the grievance procedure. At the employee's request the Assistant Superintendent of Human Resources or his/her designee will meet with an employee who has not been selected and explain the Board's reasons for non-selection, subject to the Board's responsibility to not divulge confidential or otherwise privileged information.
- B. An employee may decline one recall. Under any other circumstances an employee who fails to return to work upon being recalled will be terminated. Employees must return to work within two weeks of their receipt of notice of recall, unless the notice of recall specifies a later date. Under unusual circumstances, the Board may agree to extend this time but any such agreement must be in writing.
- C. Notice of recall will be given first by telephone and thereafter, if necessary, by certified or registered mail, return receipt requested. Employees are responsible for insuring that their current telephone numbers and addresses are on file with the Board. An employee who cannot be contacted because of a failure to maintain a correct address or telephone number will be terminated.
- D. Laid-off employees will retain their seniority and their right to recall for the period of time specified in Article 10, Section 5 of this Agreement.
- E. During the processing of recall, the Board may temporarily fill vacancies in any manner it sees fit.

SECTION 4. GENERAL PROVISIONS.

- A. For purposes of the layoffs, transfers, and recalls covered in this Article, there will be absolutely no distinction between full and part-time jobs. An employee laid off from one type of job may be recalled to another, if qualified. The Human Resources Office will review the employee's request

and determine whether the employee is qualified for the job. The determination of qualifications is not subject to the grievance procedure, but may at the Union's request be subject to special conference for review.

- B. The Board's general right to transfer employees, subject to the provisions of this Agreement, shall apply at all stages of layoff and recall.

SECTION 5. CONSULTATION WITH THE ASSOCIATION.

In the event that the Board determines that multiple layoffs are necessary for financial reasons, the Board agrees to meet with the Association President and representatives prior to effectuating layoffs to discuss alternatives to such layoffs.

ARTICLE 12

ASSIGNMENTS AND TRANSFERS

SECTION 1. ASSIGNMENTS AND TRANSFERS.

The Association recognizes that in order to provide continuity of planning and programming, the responsibility for making assignments and transfers is vested in the Board.

When the Board decides to fill a bargaining unit vacancy, it will post a notice of vacancy for ten (10) consecutive working days in all buildings in designated areas. The Board shall furnish the Association President with a copy of each job posting at the same time the postings are posted on the bulletin boards. An employee desiring to fill a posted job vacancy shall submit a letter of intent with any updated qualifications to the Department of Human Resources. Before considering an employee from outside the bargaining unit, the Human Resources Department will review the applications which are filed by existing employees during the ten (10) day posting period.

It is the policy of the Board of Education to permit transfers from within whenever practical. The finalist shall be chosen as follows:

1. The best qualified applicant will be offered the position.
2. If there is more than one best qualified candidate and one is internal, the internal candidate shall be offered the position. If more than one of the best qualified candidates are internal, the employee with the most seniority shall be offered the position.

At the employee's request, the Assistant Superintendent of Human Resources or his/her designee will meet with an employee who has not been selected and explain the Board's reasons for nonselection.

Requests by an employee for voluntary change of assignment to a different building or position may be made at any time. Such requests shall be made, in writing, to the Department of Human Resources. A copy of said request shall be furnished by the Department of Human Resources to the Association President. The application shall set forth the reasons for the request, position sought, and the applicant's qualifications. The Department of Human Resources shall acknowledge receipt of assignment applications within five (5) working days.

Vacancy shall be defined for purposes of this Agreement as a posted position presently unfilled.

The parties agree that the Board's affirmative action policy will be considered in the selection of all personnel.

SECTION 2. INVOLUNTARY TRANSFER.

An involuntary transfer will be made when considered necessary by the Board to prevent undue disruption of services to promote efficiency and/or sound personal relations, to make better use of individual skills and abilities or to bring about improvement of services. If a transfer is necessary, the supervisor of the program will meet with the potentially affected staff to discuss the problem and seek a volunteer. When there is no volunteer available and when practical, the least senior employee in the affected program, having the applicable certification and qualification, shall be moved.

The Board shall notify the affected employee and the Association, in writing, of the reasons for such transfer. This procedure shall not be applicable for temporary transfers. A temporary transfer will not be longer than thirty (30) calendar days without notice being given to the Association.

The employer has the right to transfer employees in lieu of layoff in order to preserve the employees' employment with the employer subject to the provisions of this Agreement.

SECTION 3. SUMMER POSTING.

During the summer months when regular school is not in session, the Board will post in the Department of Human Resources and lounges, as in the past, all vacancies occurring in the District. Any employee interested in being provided with copies of summer postings should submit in writing to the Human Resources Department evidencing their intent and specifically stating the type of position(s) he/she is interested in accompanied with their current address. The Department of Human Resources will mail to each employee copies of requested position announcement(s) when posted.

ARTICLE 13

HEALTH BENEFITS

SECTION 1. INSURANCES.

A. Health Insurance.

One hundred (100%) percent of the cost of up to full-family Blue Cross/Blue Shield Four Point Plus Plan health insurance with a two (\$2.00) dollar co-pay prescription drug rider will be paid for any requesting full-time employee. (Including predetermination and second opinion riders).

Employees may, as an alternative, enroll in Health Central or Physician's Health Plan coverage which coverage is in lieu of Blue Cross/Blue Shield coverage.

In the event that the premium for Health Central or Physician's Health Plan coverage is greater than that which the Board would otherwise pay for health insurance, pursuant to its agreement with Blue Cross/Blue Shield, or other carriers, then each employee, through payroll deduction, shall be responsible for the difference.

B. Employment Status.

The premium cost will be shared by the employer and the employee pro-rata based on the ratio of the employee's regular weekly hours as compared to a full work week of thirty-five (35) hours. Any employee working thirty-five (35) hours or more per week shall receive applicable health insurance fully paid by the Board. The premium will be for the 12 month period July 1 - June 30.

C. Full-Time Employees.

For full-time employees in the 1990-91 school year the employer will pay the increase in insurance premiums up to a maximum of twenty percent (20%) over the 1989-90 Board paid premiums with the employee responsible for any increase over twenty percent (20%). In the 1991-92 school year the employer will pay the increases in insurance premiums up to a maximum of twenty percent (20%) over the 1990-91 Board paid premiums with the employee responsible for any increase over twenty percent (20%).

This cap only impacts the most costly insurance which may be PHP, H.C., BC/BS or another carrier as provided for within this Agreement. Any employee taking a less expensive insurance would pay no additional cost for insurance as long as their elected insurance remains below the most expensive insurance.

Example:

The 1989-90 school year monthly rates for the most expensive insurance are:

1989-90 Rate*

\$142.80 for single
 \$325.47 for two persons
 \$371.55 for full family

The maximum monthly rate the District would pay in 1990-91 for the respective groupings would be:

1990-91 Maximum District Paid Rates*

\$171.36 for single
 \$390.56 for two persons
 \$445.86 for full family

Any cost over the above would be borne by the employee. During the 1991-92 school year the District will pay up to 120% of the most expensive insurance rates of 1990-91 school year irrespective of the carrier (BC/BS, PHP, H.C. or another carrier as provided for within this Agreement).

D. Part Time Employees.

The Board agreed level of reimbursement for part-time employees, based on the selection of the employee, single person, two-person, or full family coverage as appropriate, is based on the cost of the most expensive insurance. The amounts may be applied to a lesser expensive insurance which may result in no employee contribution. See example below for 1989-90.

Example:

<u>Most Costly Insurance Premium</u>	<u>Maximum Board Paid Premium*</u>	
	<u>93% (TAs)</u>	<u>74% (IAs)</u>
Full Family	\$352.97	\$261.20
Two Person	309.20	228.81
Single	135.66	100.39

E. Other.

All current bargaining unit members who do not have health insurance with

*This is subject to change based on the rate which is established with the new negotiated riders

the District shall continue during the life of this Agreement to obtain their coverage other than with the District. All new employees in this unit, will be required to sign a letter indicating that they do not have coverage under another plan (through a spouse or other source).

Notwithstanding the foregoing, if the coverage of a spouse or other source of insurance is terminated at anytime as a result of layoff, discharge or termination of employment or other qualifying event, the insurance coverage granted under the Collective Bargaining Agreement noted above shall be granted to said employee on the first day of the month following notification and proof to the employer of the termination of his or her coverage through his/her spouse or other source of coverage.

F. Dental Insurance.

The Board will pay the full amount of dental insurance premiums for all employees who are regularly scheduled to work thirty-five (35) hours or more per week for up to full family coverage with 90% Class I, 50% Class II with a maximum of \$1,000 per policy year, and 90% Class III up to \$1,000 lifetime maximum per person. Benefits will be as currently described in the Delta Dental Agreement. The Board will pay the pro-rata share of the premium for those employees who are regularly scheduled to work less than thirty-five (35) hours per week. The premium will be paid for the 12 month period, September 1 - August 31. All employees are required to enroll for dental insurance and to pay the pro-rated share of the premium, where appropriate.

G. Life Insurance.

The premium of a \$20,000 term life insurance policy, with double indemnity for accidental death and disability benefits, is paid in full to a life insurance company selected by the Board. Optional additional insurance is made available to the employee at the employee's expense. This coverage will apply to Paraprofessionals as well as Instructional Assistants.

H. Long Term Disability Insurance.

Income protection insurance will be provided to those employees working twenty (20) hours or more per week which will pay 66-2/3% of gross salary up to \$3,500 per month in the event of disability as the result of a non-work related sickness or accident. Benefits will begin at the end of one hundred eighty (180) days following disability and shall continue until age sixty-five (65) or upon termination of disability, whichever comes first.

I. Worker's Compensation Insurance.

Employees who suffer a work related accident or illness, resulting in loss of time, shall be paid their full days pay at their regular rate for the day in which the injury occurred. All employees are protected by

worker's compensation insurance for work-related accidents or illness as required by law. All on-the-job injuries, no matter how slight, must be reported to the Personnel Office by the injured employee as soon as possible after the injury.

J. Liability Insurance.

Employees will be covered by liability insurance in so far as the liability risk is directly related to employment by the Board. It is understood that this protection may be limited at some time in the future by the availability of such insurance coverage.

SECTION 2. CHANGE IN DEPENDENCY STATUS.

Changes in coverage resulting from a change in dependency status (birth, adoption, death, marriage, divorce, etc.) may be made at any time subject only to the 30 day time limits of the policy. Optional coverages may be dropped at any time. But optional coverages may be added only at the time of initial enrollment or during the annual open enrollment period (in September). All changes are to be arranged for through the Personnel Office. It is the responsibility of the employee to initiate all changes.

SECTION 3. GENERAL PROVISIONS.

All benefits are subject to the terms and conditions of the applicable master policies between the school district and the insuring companies. Eligibility for LTD is outlined in Section 1-H. Life, Health, and Dental insurance are available only to employees working at least seventeen and one-half (17.5) hours per week. The school district's liability is limited to the payment of premiums as specified above. the Board agrees that during the life of this Agreement the proration factor for health and dental benefits will not become greater than they are as of September 6, 1989 even if the hours of work for the group is reduced. This provision does not cover individual position changes.

Whenever more than one member of a household is employed by the school district and eligible for benefits, the basic coverages for health and/or dental insurance will be provided only to the member employed first. Each individual employee will receive the life, income protection and worker's compensation insurance specified.

Newly hired employees become eligible for insurance benefits on the first day of the month following the month of employment.

The insurance benefits provided by this Agreement shall be in effect from July 1 through June 31. The benefit year for claim purposes, of each of the insurance carriers, is:

PHP:	July 1 - June 30
BC/BS and HC	Jan. 1 - Dec. 31

Delta Dental	Nov. 1 - Oct. 31
Life Insurance	May 1 - April 30
LTD	May 1 - April 30

Board paid benefits end with termination of employment, or upon going on layoff or unpaid leave status.

The Board reserves the right to select the carrier for all insurance benefit coverages, provided benefits are equivalent and the Board meets and confers with the Bargaining Unit prior to the substitution.

ARTICLE 14

UNPAID LEAVE OF ABSENCE

SECTION 1. LEAVE/REINSTATEMENT.

Upon administrative approval the following leaves may be granted without pay and the employee retains any previously accumulated benefits. Whenever possible, except as stated in Section 3, the employee is reinstated in his/her previously held position or in one of comparable responsibility.

SECTION 2. SHORT TERM LEAVE OF ABSENCE.

A short term leave of absence, not to exceed twenty (20) consecutive work days, may be granted, without pay, when authorized by the program administrator or department head, and approved by the Assistant Superintendent for Human Resources. Employees on a short term unpaid leave of absence shall be reinstated to their former position upon completion of the leave. Short term leaves may not be taken consecutively.

SECTION 3. CHILD CARE LEAVE.

A non-probationary employee who has worked for the Board for two (2) or more years, may request an unpaid leave up to ninety (90) work days subject to the following conditions:

- A. The employee must apply for the leave approximately six weeks prior to the anticipated beginning of the leave.
- B. The leave must have prior approval of the Superintendent.
- C. Benefits may be purchased by the employee.
- D. If this leave is taken consecutively with sick leave and/or sick bank or other special leaves, the total leave days shall not exceed one hundred fifteen (115) days.
- E. During child care leave the employees position shall not be considered vacant, and the employee shall be entitled to return upon completion of the leave.

SECTION 4. PARENTAL AND/OR ADOPTIVE LEAVE.

Parental/adoptive leave may be granted for a period not to exceed two (2) years. (In the case of adoptive leave, the adopted child must be less than 5 years of age at the time of custody to be eligible for leave.) Upon completion of the leave, re-employment shall be subject to an available position, however, the employee

shall have preference for re-employment for any position for which he/she is qualified that is or becomes vacant, but shall not be guaranteed the return to his/her former position.

SECTION 5. EXTENDED UNPAID LEAVES.

Leaves not to exceed maximum of one (1) year, with re-employment subject to the availability of an appropriate position may be granted for:

- A. Study
- B. Foreign assignment
- C. Serious illness (personal or family)
- D. Exchange teaching
- E. Political office

An employee may apply for an extension of the special leave for an additional year.

SECTION 6. LOSS OF SENIORITY AND RECALL RIGHTS.

Seniority will be broken, recall rights forfeited and the employee will be terminated if after conclusion of his or her leave he/she fails to seek reinstatement or if a position is not available within one year from the date of expiration of the leave. In case of long term leave, the employee shall notify the employer of his/her intent to return to work, at least 30 days prior to the expiration of the leave.

SECTION 7. MILITARY LEAVE.

Leave is granted to any employee called into military service. Application for reinstatement must be made within ninety (90) days following separation from military service.

SECTION 8. NATIONAL GUARD/RESERVE TRAINING.

Leave is granted to any employee who is active in the National Guard or Armed Forces Reserve for his/her two-week annual field training obligation, or in the event the employee is involuntarily ordered to active duty, providing the employee submits a written request for such leave, along with a copy of the orders, immediately upon receipt of his/her orders to report for duty.

ARTICLE 15

JURY DUTY

SECTION 1. NOTIFICATION.

Employees selected for jury duty shall immediately notify their supervisor.

SECTION 2. PROOF OF JURY DUTY.

The employee shall obtain a jury duty slip or official notification and submit this to the supervisor for attachment to the absence report.

SECTION 3. PAY.

When jury duty services are performed during their regular working hours, the District will pay the difference between jury duty pay and the employees' regular pay. If an employee is released early from duty he/she shall report to their work station.

SECTION 4. PAY CHECK/MILEAGE.

An employee shall submit a signed jury duty pay check to the payroll office as soon as it is received. The employee will then be paid his/her regular working salary. Any reimbursement owed an employee for mileage will be returned to the employee.

ARTICLE 16

HOLIDAYS

SECTION 1. HOLIDAYS SPECIFIED.

The offices of the Ingham Intermediate School District close on the following days and the employees are paid, but not expected to report for work. These days are:

Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Independence Day

When one of the aforementioned holidays falls on a Saturday, the offices will close on the preceding Friday.

When one of the aforementioned holidays falls on Sunday, the offices will close on the following Monday.

SECTION 2. ELIGIBILITY FOR HOLIDAY PAY.

To be eligible for any paid holiday, employees must work, or be on authorized sick, vacation, or emergency personal leave, both the last scheduled working day preceding the holiday, and the first scheduled working day following the holiday.

ARTICLE 17

TUBERCULIN TESTING

SECTION 1. CONDITION OF EMPLOYMENT.

Proof of freedom from communicable tuberculosis (T.B.) shall be presented to the District by each full-time and part-time employee as a condition of initial employment, and every third year thereafter, or otherwise required, in compliance by applicable state regulations. The statement of proof shall be the responsibility of the employee, and shall be presented to the District no less than fourteen (14) calendar days after the beginning of the school year, or initial employment. Failure to provide such a statement shall result in automatic ineligibility of employment until this requirement is fulfilled. Employees will be notified when a T.B. test renewal is required.

SECTION 2. TESTS.

The Board will pay the cost of mandated T.B. skin tests for employees who have worked for the Board for two (2) or more years, under the following conditions:

- A. The Board will provide designated time and place once every three (3) years.
- B. Employees who are not willing or able to take the T.B. skin test at the designated time and place must bear the expense on their own.

ARTICLE 18

SALARY AND HOURS OF WORK

SECTION 1. SALARY SCHEDULE.

Salary schedules have been established for each pay grade and are attached to and made a part of this Agreement as Appendix A. The schedules establish regular intervals for pay rate increases until top rate for the job is reached. Employees having more than six months experience on a step as of the effective date of the schedule change are eligible for advancement. Employees normally receive these increases automatically provided their work is satisfactory. If an employee is denied an increase, he/she will be told in what respect his/her work is unsatisfactory and what he/she is expected to do to correct it.

SECTION 2. LONGEVITY.

Longevity steps are paid as an incentive to employees who have reached the top of the salary schedule. There shall be six steps. The first will be two percent (2%) at the seventh step; the second will be three percent (3%) at the eighth step; the third will be four percent (4%) at the ninth step; the fourth will be five percent (5%) at the tenth step; the fifth will be six percent (6%) at the 13th step; and the sixth will be seven percent (7%) at the 16th step.

Longevity will be paid on the second payroll in July based on the earned base pay (not including overtime or other premium pay) for the previous fiscal year. Longevity payments will be pro-rated if an employee terminates service prior to June 30 of that fiscal year.

SECTION 3. PAY DAYS.

Pay days are scheduled bi-weekly every other Friday throughout the work year. Should a pay day fall on a holiday, employee will be paid on the last scheduled work day before the holiday.

- A. All employees shall have the option of selecting either a 21 or 26 pay schedule. Such selection shall be made at the time of employment for new hires. Once a selection has been made, the employee's pay schedule will remain the same, from year to year unless the employee provides written request for change of pay schedule to the Human Resources Department prior to the end of the employee's scheduled work year. Such change will occur in the following scheduled work year.
- B. Pay checks will be distributed to employees or placed in their mailboxes.
- C. Pay checks will be mailed to an address provided by the employee upon written request to the Business Office.

- D. Signed deposit slips must be provided by the employee for pay checks mailed to banks.

SECTION 4. DEDUCTIONS.

The usual mandatory payroll deductions are made: (a) federal income tax, (b) state income tax, (c) city income tax (if applicable), and (d) social security based on the forms the employee has filed with the Human Resources Office. If the employee has changes in these forms (the number of dependents, for example) contact the Human Resources Office to file amended forms.

Voluntary deductions may also be arranged for through the Human Resources Office. These include (a) additional insurance, annuities, (b) credit union, (c) United Fund, (d) dues checkoff, (e) MIP.

SECTION 5. TIME SHEETS.

Time sheets must be submitted for all authorized overtime work. Time sheets require approval of the supervisor before being forwarded to the Human Resources Office. To allow time for processing, time sheets must be submitted by Friday before pay day in order to be paid on the next Friday's payroll.

SECTION 6. CALL-IN PAY.

An employee called back to work at any time outside of the regularly scheduled shift shall be paid a minimum of two (2) hours pay.

SECTION 7. FULL-TIME EMPLOYEE.

A full-time employee is defined as an employee who is scheduled to work an average of thirty-five (35) or more hours per week.

SECTION 8. OVERTIME.

- A. "Overtime" is defined as all work in excess of forty (40) hours per week.
- B. All overtime must be authorized in advance by the employee's supervisor.
- C. Overtime work in excess of forty (40) hours per week shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate.

SECTION 9. REST PERIODS.

Paraprofessionals will receive one thirty (30) minute paid rest break to be

Article 18-3

scheduled with their supervisor during each full work day. Instructional assistants will receive a minimum of fifteen (15) minutes unpaid rest break during each full work day.

ARTICLE 19

GENERAL

SECTION 1. TUITION REIMBURSEMENT.

The cost of tuition and fees for courses in appropriate subjects related to the employee's job or, in the case of Paraprofessionals, retraining in another career area, will be reimbursed subject to the following conditions:

Appropriate course work must be approved in advance by the employee's designated supervisor on a form in a manner so prescribed by the Human Resources Department.

Reimbursement is limited to actual cost of course work and fees not to exceed the current cost of resident tuition at Lansing Community College. No more than six (6) credits may be reimbursed in any one year of this Agreement. The total maximum reimbursement shall not exceed 18 credits during the life of this contract.

Notwithstanding the preceding paragraph, Paraprofessionals are eligible for additional reimbursement of up to three credits per year with final approval from the Human Resources Department. Any Paraprofessional on layoff status who has not obtained subsequent employment shall be eligible for tuition reimbursement as outlined above for up to two years from the date of separation.

Claim for reimbursement will be submitted on a Monthly Claim Form after completion of the course. A copy of the grade report (for credit courses) and evidence of actual cost must accompany submission of the claim. For courses not granting academic credit, the employee must also submit a statement substantiating successful completion of the class.

SECTION 2. REIMBURSEMENT OF EXPENSES.

Whenever employees are assigned to travel on School District business necessary expenses will be reimbursed as follows: Such expenses must be authorized in advance.

- A. Private car mileage--Board approved current rate.
- B. Public transportation--at the least costly rate, taking into consideration the cost of the employee's time as well as the fare involved. Air travel shall be coach class.
- C. Actual cost of meals and tips, up to \$30.00 per day maximum, or the current Board-established maximum, if that is greater.
- D. Actual cost of lodging, related tips and taxes will be reimbursed up to the lowest single occupancy rate available.

E. Registration, conference and workshop tuition/fees. Where practical, employees will be expected to share travel and lodging.

Employees are expected to present receipts or ticket stubs substantiating all claims for expenses except taxi fares and tips. Expenses shall be claimed on forms provided by the Business Office.

On out-of-town overnight trips, employees may request an expense advance with their supervisor's approval. They shall submit an estimate of expenses not to exceed the above rates.

Claims for actual expenses against the advance shall be submitted, and any excess advance over and above actual expenses shall be reimbursed to the School District within one (1) week after returning from the activity.

In emergencies, employees making necessary out of pocket expenditures for parts or supplies will be reimbursed promptly upon filing an expense voucher form.

SECTION 3. RETIREMENT.

In each year of this Agreement, the Board of Education will pay the 5% contributory retirement to the Michigan Public School Employees Retirement Fund. Effective January 1, 1991 the Board will provide an early retirement incentive. Having reached the minimum age requirement of the Michigan Public School Employees Retirement System, and having completed at least ten (10) years of service with the Ingham Intermediate School District, the employee, upon retirement, shall be eligible for an early retirement incentive.

SECTION 4. LIMITATIONS.

The Board will determine by November 1, 1990, March 1, 1991 and March 1, 1992 the employees to be granted early retirement incentive benefits. The Board may deny or limit the number of retirees from a service area. Where the number of successful applicants is limited, priority will be given to those with the highest seniority.

SECTION 5. PURPOSE.

The purpose of this early retirement incentive shall be to help prevent layoffs and to save money.

SECTION 6. PAYMENT/YEARS OF SERVICE.

An employee retiring after January 1, 1991, shall receive a lump sum payment of one hundred dollars (\$100) for each year of service in the Ingham Intermediate School District up to a maximum of two thousand dollars (\$2,000).

SECTION 7. SUNSET PROVISION.

The Board reserves the right to evaluate the program at the end of the 1991-92 school year and reserves the right to unilaterally discontinue the early retirement incentive if it deems appropriate.

ARTICLE 20

SEPARABILITY AND SAVINGS CLAUSE

If any part of this Agreement should be invalidated by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected. If said invalidation materially affects the contract, the parties shall meet and confer upon the appropriate steps to take to remedy the situation.

It is understood that the parties hereto and the employees of the Board are governed by the provisions of applicable federal law and state law. When any provisions thereof are in conflict with or are different than the provisions of this Agreement, the provisions of said federal law or state law are paramount and shall prevail.

ARTICLE 21

DURATION

This Agreement will be effective as of July 1, 1989, and shall continue in effect until the 30th day of June, 1992. If an agreement on the renewal or modification is not reached by the expiration date, then the Articles or Sections shall expire, if the law permits such expiration, and shall not be extended except by mutual written agreement between the parties.

ARTICLE 22

ABSENCES WITH PAY

SECTION 1. COMPENSABLE LEAVE.

A total of ten (10) sick days and two (2) personal leave days per year are provided. Sick days are credited four (4) days at the beginning of the school year in September and six (6) days on January 1. Personal leave days are credited in September.

SECTION 2. ACCUMULATION.

Unused sick days will accumulate to one hundred thirty (130) days.

SECTION 3. USE OF SICK LEAVE.

Sick leave shall be approved for the following reasons:

- A. Personal illness or injury.
- B. Serious illness or injury in the immediate family.
- C. Doctor or dentist appointment.
- D. Bereavement in the immediate family.

For the purposes of this Article, immediate family shall be defined as: mother, father, husband, wife, son, daughter, sister, sister-in-law, brother, brother-in-law, mother-in-law, father-in-law, step-child, grandparents.

SECTION 4. SICK LEAVE CONDITIONS.

Sick leave shall be approved subject to the following conditions:

- A. Each employee shall present a signed statement indicating the reason for such absence.
- B. Such statement shall be filed with the administrator in charge of the program.
- C. Whenever possible, requests for sick leave shall be made in advance.

SECTION 5. SICK BANK.

A. Cooperation.

The Sick Bank is an independent project of the Union for the benefit of its members. The Board will work with the Union in recording and reporting the use of the bank.

B. Purpose.

The purpose of the Sick Bank is to provide certain extended leave benefits to participating staff members only in case of extended illness, through a shared donation of sick leave days. This Agreement in no way alters the existing sick leave policy of non-participating employees.

C. Membership.

1. Participation will be on an optional basis only. Participants agree that the decisions of the committee shall be final and binding.
2. All eligible non-probationary employees must certify to the Human Resources Office, at least ten working days before September 15 of each Sick Bank year, their intent to participate in the Sick Bank. Continuing employees may join the bank at the beginning of any bank year and must designate their intent to join the bank at least ten (10) working days before September 15 of each leave Sick Bank year.
3. Once admitted, members may not draw from the Sick Bank for one (1) year from date of entry into the Sick Bank. An employee must be a member for one (1) year to acquire vesting rights for use thereafter. Once admitted, employees may not withdraw their donated sick days, not their permission to be assessed days during the bank year.
4. Membership shall be continual, but any employee may choose to end membership by stipulating to that effect in writing to the Human Resources Office at least ten (10) working days prior to September 15 of each Sick Bank year. No days will be assessed against an employee who withdraws, nor shall they be eligible for any further bank benefits after the date of withdrawal. Renewal of membership may be made the following bank year. However, vesting for use shall be one (1) year thereafter. Employees who have been admitted to participation as of September 1, 1986, shall be "grandfathered" and shall not have to wait the one (1) year vesting requirement before use if their membership is continual.

D. Administration.

1. The Sick Bank shall be administered by a committee of three persons, one from each UIIE Unit. The President of UIIE shall appoint the three persons for a one year term of office. The three person committee selected shall meet and choose one of their members to be

the committee chairperson.

2. A member interested in utilizing the Sick Bank shall contact the committee in writing to inform them of their anticipated use. The committee will then check with Human Resources to determine what the individual's waiting period is.
3. The committee chairperson shall make a determination regarding the allocation of a specific number of sick leave days from the bank to each participating employee at the time of the employee's request, according to the criteria herein established.
4. The committee chairperson may convene the committee in cases where there is a question about allocation of the Sick Bank days which is not clearly covered by this Agreement.
5. Should the employee believe that the committee has misinterpreted the criteria in his/her case, that employee may appeal the allocation to the committee. The committee shall meet and review the allocation made by the committee within five (5) working days of the appeal. Should the committee decide that an error was made by the committee in the interpretation of the criteria, the committee shall recommend corrective action. Copies of the committee's recommendation shall be forwarded to the Union, the employee involved, and the Human Resources Department.
6. Further, the committee shall meet annually, on a date established by its chairperson between May 15 and the close of the school year, to review the administration of the Sick Bank and to make any recommendations for change it believes necessary.
7. Hold Harmless Clause. The Union shall protect and save harmless the employer from any claims, demands and suits and other forms of liability by reasons of any action taken or not taken by the employer at the direction of the committee.

E. Replenishment.

1. The Sick Bank shall be from September 1 to August 31.
2. On September 1 of each bank year, all participating employees will donate a sick leave day(s) or portion thereof to be placed in the leave bank. Assessment will be based on the number of participating employees and number of days needed to reach a minimum of 100 days.
3. Upon depletion of the bank during the same year, the members will donate up to one full leave day on approval of the Sick Bank Committee and notification by the Human Resources Office.
4. If the bank again depletes during the same year, the members will

again donate up to one full leave day on approval of the Sick Bank Committee and notification by the Human Resources Office.

F. Qualifying Procedures.

1. Applications for Sick Leave Bank benefits will be made in writing and submitted to the committee chairperson. Such applications must be renewed every 30 days, in order to maintain benefits beyond the 30th day of extended sick leave.
2. Applications must be accompanied by a physician's statement concerning the employee's disability. Disability shall mean the inability of the employee to perform the duties of the regular occupation as a consequence of physical or mental condition of the employee.
3. The committee shall have the right and opportunity to require a physical examination of the employee by a physician, as often as it may reasonably require. The expenses incurred shall be borne by the committee. The Board, if it so desires, after a request from the committee or on its own initiative, may send the employee to the Board's physician at the Board's expense.
4. An updated physician's statement certifying continued disability may be required periodically.
5. If a disability is continuous for six (6) calendar months the employee will apply for Long Term Disability benefits to be effective at the beginning of the seventh (7th) month.

G. Limitations.

1. Participating employees will not be granted more than 30 days sick bank benefits without reconsideration by the committee chairperson. A physician's statement shall be required indicating that the employee is physically and/or mentally unable to return to work due to an illness.
2. No member can receive extended leave days during scheduled non-working periods.
3. Participating employees will be granted the percentage of their gross pay according to the following schedule of continual years of participation for each illness being drawn from the bank:

<u>Continual Years of Participation</u>	<u>% of Gross Pay</u>
5 years	100%
4 years	90%
3 years	80%
2 years	70%
1 year	0%

H. Eligibility.

1. A participating employee becomes eligible for benefits of the sick leave bank after the depletion of his/her accumulated sick leave. Following depletion of the employee's sick leave there may be a waiting period before receiving sick bank benefits as outlined in paragraph 2 below. The waiting period will be determined by the number of accumulated sick days that the employee has on September 10 of the year during which the request for sick bank benefits is received by the Human Resources Office.

2. The waiting period will be as follows:

<u>Accumulated Sick Leave</u>	<u>Waiting Leave</u>
28 or more days	0 days
25-27 days	1 day
22-24 days	2 days
19-21 days	6 days
16-18 days	10 days
15 or less days	15 days

3. Employees receiving sick bank benefits agree to return to work for a period of not less than sixty (60) work days if physically and mentally able to do so. The return to work shall occur as soon as the employee is physically and mentally able, unless an extended leave is granted, in which case the employee will return to work upon termination of the leave.

Employees who terminate their employment for any reason other than physical or mental disability without returning to work will be required to make full restitution to Ingham Intermediate School District for all monies paid for time taken from the sick bank.

Employees who return to work for less than the full sixty (60) work days and then terminate will be required to make a pro-rated restitution.

Any days for which restitution is made will be restored to the bank.

4. An employee receiving sick bank benefits may return to work and remain eligible for sick bank benefits for a period of one year from the date of the original application for such benefits should the illness recur. In such cases the waiting period will be waived.

I. Restoration.

1. Any employee having returned to his/her duties who has qualified to draw from the Sick Bank, will have available a number of non-accumulated sick days to be taken one at a time from the Sick Bank and placed in his/her personal sick leave account, as needed.

2. The number of days restored shall be limited to the number of days in his/her personal account at the onset of the disability, or one day will be granted for each full month of the remaining bank year, whichever is less.

SECTION 6. PERSONAL BUSINESS LEAVE.

Each employee is granted two (2) days of personal leave per annum credited at the beginning of each school year. This is in addition to the sick leave and considered apart therefrom, however, unused personal leave shall be added to sick leave on an annual basis.

SECTION 7. USE OF PERSONAL BUSINESS LEAVE.

Personal business leave days may be taken for the following purposes:

- A. Personal business that cannot be conducted by any other person on behalf of the employee, nor scheduled at a time other than during the work day.
- B. Home or Personal Emergencies. An emergency is defined as an event which the employee could not foresee or prevent by normal planning; and which cannot by its very nature, be planned or scheduled to occur at a definite time.
- C. Religious holidays.
- D. Personal illness or injury.
- E. Serious illness or injury in the immediate family.
- F. Bereavement in the immediate family.
- G. Funerals. A single personal business day may be approved for attending funerals for persons other than the immediate family. An additional person business day may be approved for funerals in excess of two hundred (200) miles from Mason.
- H. Doctor or dentist appointments.

SECTION 8. RESTRICTIONS.

Employees are required to account for their use of personal business leave and have it approved by their immediate supervisor. With the exception of emergencies, such approval shall be requested five (5) working days in advance.

- A. Personal business leave may not be taken for:

1. Seeking or performing gainful work for another employer, including self-employment by the employee.
2. Any form of Association activity, whether formally authorized by the Association or not.
3. Personal business days are not to be granted the scheduled work day prior to or the scheduled work day following a holiday or recess other than for emergencies.

SECTION 9. ABSENCES FOR DOCTOR OR DENTIST APPOINTMENTS.

Doctor or dentist appointment absences may be charged to sick leave, personal leave or pay reduction at the choice of the employee.

ARTICLE 23

DEFINITIONS

- ASSIGNMENT: The specific location to which an employee is assigned.
- ATTRITION: The loss of staff through normal causes, not associated with deliberate staff reduction program. Examples of attrition include: retirement, voluntary resignations, taking of extended leaves of absence, termination for disciplinary reasons, and death.
- BOARD: The term "Board" shall include its officers and members, its administrative agents and supervisory personnel.
- BOARD POLICY: Board Policy herein referenced shall be the current Board Policy at the time the contract is entered into or as the referenced policy is subsequently modified.
- CLASSIFICATION: The process by which a position is evaluated to determine its job and a job is placed in a pay grade using the evaluation plan established by the Wage and Compensation Study.
- EMPLOYEE: The term "employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiation unit.
- INCUMBENT: The employee currently assigned to a position.
- INVOLUNTARY TRANSFER: A change of job which is initiated by the Board.
- JOB: A specific defined and described set of tasks or duties performed by one or more employees.
- JOB DESCRIPTION: A job description is a written statement of the major responsibilities and duties performed by job incumbents. A job description also contains information regarding the knowledge, skills and abilities required to perform the job and information concerning the physical conditions in which the job is performed.
- LAYOFF: Temporary and sometimes indefinite separation from work due to factors over which the employee has no control. Layoff differs from discharge in that the employee has rights to be recalled as provided herein.
- PAY GRADE: A given level within a compensation plan where jobs which are evaluated as being of roughly equal worth are classified together for pay purposes.

POSITION:

The tasks or duties assigned to an individual employee. An organization always has as many positions as it has employees plus vacant positions. A position differs from a job in that there may be multiple positions under a single job description. An example would be if the school district employed ten Secretary I's, all performing similar duties, there would be one job but ten positions.

POSITION PROFILE:

A position profile is a written statement of the specific responsibilities and duties performed by a position incumbent. A position profile contains information regarding position location, reporting relationships, position details, and budget breakdown for each position. A position profile must be consistent with its respective job description.

PROMOTION:

Shall be considered the movement of an employee to a higher grade level.

QUALIFIED:

Meeting the standard established by the Board for a specific job. Qualifications may be viewed as on two levels: (1) minimum requirements, and (2) desired requirements, where these have been established over and above minimums.

JOB TITLES AND GRADES

Pay Grade 05

Paraprofessional for Special Education
Paraprofessional, Autistic Classroom
Paraprofessional, SMI
Paraprofessional, SXI Classroom
Paraprofessional, TMI
Paraprofessional, Life/Work Skills
Paraprofessional, Preschool Classroom
Paraprofessional, Physical Education
Paraprofessional, Behavior Management Program
Paraprofessional, EI/MI Students
Paraprofessional for the Secondary Learning Center

Pay Grade 06

Instructional Assistant, Welding
Instructional Assistant, Graphics
Instructional Assistant, Autobody
Instructional Assistant, Vocational Evaluation
Instructional Assistant, Hospitality Services
Instructional Assistant, Health Services
Instructional Assistant, Business, Careers & Technology
Instructional Assistant, Automotive Technology
Instructional Assistant, Marketing
Instructional Assistant Heating and Air

SALARY SCHEDULE

1989-90
@ 6.0%

GROUP: UIIE - III

PARAPROFESSIONALS

Step	Pay Grade 05
1	7.43
2	7.81
3	8.19
4	8.59
5	8.97
6	9.36

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

SALARY SCHEDULE

1989-90
@ 6.0%

GROUP: UIIE - III

INSTRUCTIONAL ASSISTANTS

Step	Pay Grade 06
1	9.34
2	9.86
3	10.39
4	10.91
5	11.45
6	11.98

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

SALARY SCHEDULE

1990-91
@ 5.0%

GROUP: UIIE - III

INSTRUCTIONAL ASSISTANTS

Step	Pay Grade 06
1	9.81
2	10.35
3	10.91
4	11.46
5	12.02
6	12.58

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

SALARY SCHEDULE

1990-91

@ 4.0%

GROUP: UIIE - III

PARAPROFESSIONALS

Step	Pay Grade 05
1	7.73
2	8.12
3	8.52
4	8.93
5	9.33
6	9.73

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

SALARY SCHEDULE

**1991-92
@ 4.0%**

GROUP: UIIE - III

PARAPROFESSIONALS

Step	Pay Grade 05
1	8.04
2	8.44
3	8.86
4	9.29
5	9.70
6	10.12

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

SALARY SCHEDULE

1991-92
@ 5.0%

GROUP: UIIE - III

INSTRUCTIONAL ASSISTANTS

Step	Pay Grade 06
1	10.30
2	10.87
3	11.46
4	12.03
5	12.62
6	13.21

Longevity Steps

7	2%
8	3%
9	4%
10	5%
13	6%
16	7%

4 2
6 8



