

**2011-2012
Office & Professional
Employees
International Union,
Local 512
@
Ingham Intermediate School District**

UNION YES

AFL/CIO

AGREEMENT

THE INGHAM INTERMEDIATE SCHOOL DISTRICT

and

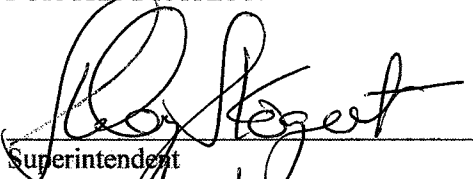
**OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 512**

UNITS I, II AND III

2011-2012

**This Agreement has been approved by the
Ingham Intermediate School District
and the
Office & Professional Employees
International Union, Local 512
Units I, II and III
2011-2012**

FOR THE DISTRICT:



Superintendent

9/7/11

Date

FOR OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION,
LOCAL 512:



President of the Union

September 7, 2011

Date

TABLE OF CONTENTS

AGREEMENT	1
PREAMBLE	2
ARTICLE 1 - RECOGNITION.....	3
PART A - UNIT I	
Section 1. Jobs Included.....	3
Section 2. Jobs Excluded	3
PART B - UNIT II	
Section 3. Jobs Included.....	3
Section 4. Jobs Excluded	5
PART C - UNIT III	
Section 5. Jobs Included.....	5
Section 6. Jobs Excluded	5
PART D - ALL UNITS	
Section 7. Other Agreements	6
Section 8. Grant Employees	6
ARTICLE 2 - NEGOTIATION PROCEDURES.....	7
Section 1. Notice	7
Section 2. Negotiations	7
Section 3. Authority of Bargaining Representatives	7
Section 4. Completion of Agreement.....	7
Section 5. Amendment of Agreement.....	7
Section 6. Catch-Line Not Part of Section	8
Section 7. Special Conferences	8
Section 8. Copies of the Agreement.....	8
ARTICLE 3 - BOARD RIGHTS	9

ARTICLE 4 - UNION RIGHTS.....	10
Section 1. Union Rights	10
Section 2. Board Policies	10
Section 3. Release Time.....	10
Section 4. Employee Rights	11
Section 5. Rights Provided by Law	11
Section 6. Union Communications	11
Section 7. Damage Reimbursement	11
Section 8. Employee Protection	11
Section 9. Job Security/Contracting.....	12
Section 10. Workers' Compensation	12
Section 11. Employee Safety.....	13
Section 12. Personnel File.....	14
ARTICLE 5 - UNION SECURITY	15
Section 1. Membership or Service Fee Requirement.....	15
Section 2. Checkoff.....	15
Section 3. Failure to Comply.....	16
Section 4. Union Dues and Service Fees.....	16
Section 5. Indemnification	17
ARTICLE 6 - GRIEVANCE PROCEDURE.....	18
Section 1. Purpose.....	18
Section 2. Definition of a “Grievance”	18
Section 3. Response	18
Section 4. Singular or Joint.....	18
Section 5. Procedure.....	18
Section 6. Time Limits	21
Section 7. Notice of Outside Representation	21
ARTICLE 7 - DISCIPLINE	22
Section 1. Conduct	22
Section 2. Just Cause.....	22
Section 3. Representation.....	22
Section 4. Notice	22
Section 5. Participants in Disciplinary Action Meetings	22
Section 6. Progressive Discipline.....	22
Section 7. Suspension	23
Section 8. Relation to Grievance Procedure.....	24
Section 9. Complaints	24

ARTICLE 7 - DISCIPLINE (continued)

Section 10.	Discharge.....	24
Section 11.	Absenteeism	24

ARTICLE 8 - SCHOOL CLOSINGS SEVERE WEATHER AND EMERGENCIES 26

PART A - UNIT I

Section 1.	Reporting During Severe Weather	26
Section 2.	Call-In During Severe Weather	26
Section 3.	Failure to Report	26
Section 4.	Employees Reporting On Days Entire District Is Closed	26

PART B - UNITS II AND III

Section 5.	Notification	27
Section 6.	Absence of Notification	27
Section 7.	Late Reporting and Failure to Report.....	27
Section 8.	Partial Closing.....	27
Section 9.	Use of Leave.....	27
Section 10.	Make-up Days - Unit III.....	28

ARTICLE 9 - NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS..... 29

Section 1.	Board and Union Rights.....	29
Section 2.	Adding New Jobs	29
Section 3.	Notice of Elimination of Job.....	29

ARTICLE 10 - SENIORITY 30

Section 1.	Definition of Seniority	30
Section 2.	Probationary Employees.....	30
Section 3.	Part Time Employees - Units I and II.....	31
Section 4.	Bargaining Unit Work.....	31
Section 5.	Additional Work - Units II and III.....	31
Section 6.	Breaks in Seniority	32
Section 7.	Superseniority.....	32

ARTICLE 11 - ALTERNATIVES TO LAYOFF 33

Section 1.	Board Intent.....	33
Section 2.	Alternatives to Layoff	33
Section 3.	Voluntary Leave.....	33
Section 4.	Job Sharing.....	35

ARTICLE 12 - REDUCTIONS IN PERSONNEL - UNIT I AND UNIT II.....	37
Section 1. Layoffs.....	37
Section 2. Layoff Procedure.....	37
Section 3. Bumping Procedure.....	37
Section 4. Recall Procedure	39
Section 5. General Provisions	40
ARTICLE 13 - REDUCTIONS IN PERSONNEL - UNIT III.....	41
Section 1. Layoffs.....	41
Section 2. Layoff Procedure.....	41
Section 3. Recall Procedure	42
Section 4. General Provisions	43
ARTICLE 14 - PROMOTIONS AND TRANSFERS	44
Section 1. Filling of Vacant Positions.....	44
Section 2. Transfers.....	45
Section 3. Change to Lower Pay Grade.....	46
Section 4. Temporary Assignment	46
Section 5. Summer Posting	46
Section 6. Promotions	47
Section 7. Shift Differential - Unit I.....	47
ARTICLE 15 - INSURANCE BENEFITS - UNITS I and II.....	48
Section 1. Life Insurance.....	48
Section 2. Hospitalization Coverage.....	48
Section 3. Income Protection Insurance	49
Section 4. Dental Coverage.....	49
Section 5. Optical Coverage.....	49
Section 6. Worker's Compensation Insurance.....	49
Section 7. Optional Insurance Benefits	50
Section 8. Flexible Spending Account	50
Section 9. Change in Dependency Status	51
Section 10. General Provisions	51
ARTICLE 16 - INSURANCE BENEFITS - UNIT III.....	52
Section 1. Life Insurance.....	52
Section 2. Hospitalization Coverage.....	52
Section 3. Income Protection Insurance	55
Section 4. Dental Coverage.....	56
Section 5. Liability Insurance.....	56

ARTICLE 16 - INSURANCE BENEFITS - UNIT III (continued)

Section 6.	Worker's Compensation Insurance	56
Section 7.	Optional Coverage	56
Section 8.	Flexible Spending Account	57
Section 9.	Change in Dependency Status	57
Section 10.	General Provisions	57

ARTICLE 17 – UNPAID LEAVE OF ABSENCE..... 59

Section 1.	Leave/Reinstatement	59
Section 2.	Child Care Leave.....	59
Section 3.	Parental and/or Adoptive Leave.....	59
Section 4.	Extended Unpaid Leaves.....	60
Section 5.	Military Leave	60
Section 6.	Short Term Unpaid Leaves	60
Section 7.	Illness or Injury	60
Section 8.	Family and Medical Leave Act of 1993	61

ARTICLE 18 – JURY DUTY..... 62

Section 1.	Notifications.....	62
Section 2.	Proof of Jury Duty.....	62
Section 3.	Pay.....	62
Section 4.	Proof of Pay.....	63
Section 5.	Mileage.....	62

ARTICLE 19 – HOLIDAYS..... 63

Section 1.	Holidays Specified	63
Section 2.	Eligibility for Holiday Pay	63

ARTICLE 20 – COMPENSABLE LEAVE..... 64

Section 1.	Sick Leave – Units I and II.....	64
Section 2.	Sick Leave – Unit III	66
Section 3.	Sick Bank	68
Section 4.	Vacations – Units I and II.....	72
Section 5.	Personal Leave	73
Section 6.	Bereavement Leave – Units I, II and III	75
Section 7.	Use of Paid Time Off	75
Section 8.	Committee on Catastrophic Illnesses	75

ARTICLE 21 – HEALTH AND SAFETY	76
Section 1. Hepatitis B.....	76
Section 2. Medical Care Pursuant to Worker’s Compensation.....	76
ARTICLE 22 - SALARY AND HOURS OF WORK	77
Section 1. Salary Schedule	77
Section 2. Longevity.....	77
Section 3. Pay Days.....	78
Section 4. Deductions.....	78
Section 5. Time Sheets	79
Section 6. Call-In Pay.....	79
Section 7. Full-Time Employee - Units I and II.....	79
Section 8. Full-Time Employee - Unit III	79
Section 9. Overtime Accrued	79
Section 10. Pay Schedule	80
Section 11. Rest Periods - Units I and II.....	80
Section 12. Rest Periods - Unit III	80
Section 13. Pro-rata Benefits - Units I and II	81
Section 14. Reporting Absences	81
Section 15. Holiday Pay	81
Section 16. Work Day/Flex Time - Unit I.....	81
Section 17. Work Day/Flex Time - Unit II	82
Section 18. Work Schedules - Unit III	82
Section 19. Additional Duties - Unit III.....	83
ARTICLE 23 - GENERAL	84
Section 1. Tuition Reimbursement.....	84
Section 2. Reimbursement of Expenses	84
Section 3. Transportation of Others	85
Section 4. Professional Development	85
Section 5. Professional Growth Incentive	85
ARTICLE 24 - RETIREMENT	90
Section 1. Retirement	90
Section 2. Limitations	90
Section 3. Payment/Years of Service	90
ARTICLE 25- SEPARABILITY AND SAVINGS CLAUSE	91
ARTICLE 26 – DURATION	92
ARTICLE 27 – EMERGENCY FINANCIAL MANAGER.....	93

ARTICLE 28 – PROCEDURE FOR CLASSIFICATION REVIEW – Units I and II.....	94
Section 1. Initiation of Review.....	94
Section 2. Procedure.....	94
Section 3. Compensation System Test	95
ARTICLE 29 – DEFINITIONS	96
ARTICLE 30 – BENEFIT YEAR.....	98
Section 1. Conditions	98
APPENDIX A – SALARY SCHEDULE – UNIT I – STAFF HIRED BEFORE 7/1/10	99
APPENDIX B – SALARY SCHEDULE – UNIT II – STAFF HIRED BEFORE 7/1/10	100
APPENDIX C – SALARY SCHEDULE – UNIT III- STAFF HIRED BEFORE 7/1/10.....	101
APPENDIX D – SALARY SCHEDULE – UNIT I STAFF HIRED ON OR AFTER 7/1/10 ..	102
APPENDIX E – SALARY SCHEDULE – UNIT II–STAFF HIRED ON OR AFTER 7/1/10..	103
APPENDIX F – SALARY SCHEDULE – UNIT III–STAFF HIRED ON OR AFTER 7/1/10.	104
APPENDIX G– BUMPING MATRIX – UNIT I AND UNIT II.....	105
APPENDIX H– CATASTROPHIC DISABILITY COMMITTEE	106
Section 1. Background Information	106
Section 2. Definition of “Catastrophic”	106
Section 3 Recommendations for Review of Catastrophic Disability Cases.....	106
LETTER OF AGREEMENT	108

AGREEMENT

This Agreement is entered into, on the 17th day of June, 2011 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 Units I, II and III of the Office & Professional Employees International Union, Local 512, hereinafter called the "Union".

PREAMBLE

This Agreement, entered into by the parties, has as its purpose, the promotion of harmonious relations between the District and the Union, and through the utilization of the applicable contract language an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, wages, hours of employment and other conditions of employment. The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

ARTICLE 1

RECOGNITION

PART A - UNIT I

SECTION 1. JOBS INCLUDED.

The Board recognizes the Office and Professional Employees International Union, Local 512, Unit I as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to the Public Employment Relations Act, as amended, for all employees included but not limited to the following classification of jobs:

Maintenance Specialist
General Custodian
Head Custodian

SECTION 2. JOBS EXCLUDED.

The following are specifically excluded from the bargaining unit:

All substitute, part-time (if less than 20 hours per week), temporary and student trainee custodian and maintenance employees and all other employees of the Board.

PART B - UNIT II

SECTION 3. JOBS INCLUDED.

The Board recognizes the Office and Professional Employees International Union, Local 512, Unit II as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to, the Public Employment Relations Act, as amended, for all employees included but not limited to the following classification of jobs:

Unit II - Jobs Included

Job #	PG	Job Description	Title/Department	Hrs/Wk	Wks/Yr
1	7	Finance Technician	Business Unit (2.5)	40	52
			Payroll/Benefits (3.0)	40	52
			Payroll/Benefit/Special Education Accounting	40	52
			Grant Technician for General and Special Education*	40	52
2	7	Data Technician	Pupil Accounting Technician	40	52
			Data Technician, Special Education & Early On Records	40	52
			Helpdesk Technician	40	52
			Data/Systems Technician	40	52
3	7	Administrative Assistant	Director to Asst. Super. Of Inst. & Director of Spec. Ed.	40	52
			Main Office Administrative Secretary, CACC	40	52
			Budgetary Sec to Principal and Assoc Principal, CACC	40	52
			Purchasing Assistant*	40	52
			Public Relations and Communications Assistant	40	52
			Administrative Assistant, Director of CSTE	40	52
			Administrative Assistant, School Development Services/Curriculum	40	52
			Administrative Assistant, Planning and Evaluation (80%)	32	52
			Information Systems Administrative Assistant	40	52
7	5	Administrative Secretary	Emotionally Impaired Programs (2.0)	40	41
			REMC 13*	40	52
			Principal of HWS	40	52
			Principal, Malcolm Williams School*	40	52
			Director for Curriculum	40	52
			Student Instructional Services	40	52
8	5	Support Secretary	Early On and Early Childhood Special Education	40	52
			SDS Talent Development (62.5%)	25	52
			Early Childhood Education	40	52
			Secretary, RTI Support Services	40	52
			Business Unit (2.0)	40	52
			Special Education Support Services	40	52
			Registrar, Heartwood School	40	52
			Career Assessment Services	40	44
			Instructional Staff, CACC	40	42
Curriculum Secretary, Main Office Receptionist	40	42			

Unit II - Jobs Included					
Job #	PG	Job Description	Title/Department	Hrs/Wk	Wks/Yr
8	5	Support Secretary (continued)	Special Education Support Services	40	44
			Special Education Services/Early On	40	52
			Early On Program	40	52
			Student Assistance, CACC	40	40
			Student Assistance, CACC (60%)	25	40
9	5	Media Services	Help Desk Assistant	40	52
			Production Technician	40	52
10	3	Clerk /Courier	Mail Clerk/Courier*	40	52
			Materials Shipping and Receiving Clerk*	36	44
			Receptionist/Clerk	40	52

*Currently Unfilled

The Board and the Union agree to meet over the accuracy of the Jobs and Titles identified in the Unit II table, above.

SECTION 4. JOBS EXCLUDED.

The following are specifically excluded from the bargaining unit:

All substitute, part-time (if less than 20 hours per week), temporary and student trainee secretary-clerical employees, the Secretaries to the Superintendent and Secretaries to the Director of Human Resources, and all other employees of the Board.

PART C - UNIT III

SECTION 5. JOBS INCLUDED.

The Board recognizes the Office and Professional Employees International Union, Local 512, Unit III, as the sole and exclusive bargaining representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, pursuant to the Public Employment Relations Act, as amended, for all employees included but not limited to the following classification of jobs:

- Instructional Assistant
- Paraprofessional

SECTION 6. JOBS EXCLUDED.

The following are specifically excluded from the bargaining unit:

All substitute, part-time other than regular, temporary and all other employees of the Board.

PART D - ALL UNITS

SECTION 7. OTHER AGREEMENTS.

The Board agrees that during the life of this Agreement, it will not recognize any labor organization other than the Union 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.

SECTION 8. GRANT EMPLOYEES.

- A. 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.
- B. Union membership and payment of union dues will be effective with the date of inclusion in the bargaining unit. Union dues shall not be retroactive to the date of hire.
- C. Seniority will be retroactive to the date of hire.

ARTICLE 2

NEGOTIATION PROCEDURES

SECTION 1. NOTICE.

The Union shall notify the Employer, at least sixty (60) days prior to the termination of this Agreement, of its intention to modify, renegotiate or amend this Agreement. Said notice shall be in writing and delivered to the Director of the Human Resources Department via first class U.S. mail.

SECTION 2. NEGOTIATIONS.

Negotiations shall commence at the earliest practicable and mutually acceptable date following notification by the Union to the Employer under Section 1 of this Article. Negotiations shall proceed in accordance with the Public Employment Relations Act, as administered by the Michigan Employment Relations Commission.

SECTION 3. AUTHORITY OF BARGAINING REPRESENTATIVES

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 Union. 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 bargaining, subject only to such ultimate ratification.

SECTION 4. COMPLETION OF AGREEMENT.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the duration of this Agreement, the parties recognize there is no obligation to bargain collectively over subjects addressed herein.

SECTION 5. AMENDMENT OF AGREEMENT.

There are no understandings or agreements which are binding on either the Board or the Union other than the written agreements contained in this Agreement. No further agreements shall be binding on either the Board or the Union until the same have been put in writing and signed by both the Board and the Union as either any amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.

It is the intent of the parties that provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted hereunder.

SECTION 6. 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 the purposes of convenience to persons using the contract.

SECTION 7. SPECIAL CONFERENCES.

The Board and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the agenda.

It is agreed that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way, modify, alter, change or detract from the provisions of this Agreement. The parties agree that special conferences shall not be used as a forum to air grievances.

Special meetings shall be held within ten (10) calendar days of the receipt of the written request at a time and place which is mutually agreeable to the parties. Each party shall be represented by not more than three (3) persons at such special meetings.

A response to the party calling the meeting will be forthcoming within ten (10) days concerning the matters discussed at the special conference.

SECTION 8. COPIES OF THE AGREEMENT.

The Agreement titled "Agreement between the Ingham Intermediate School District and the Office and Professional Employees International Union, Local 512" shall be posted on the school district website. Notice of the location on the website shall be given to each employee now employed, or hereinafter employed.

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 Revised School Code 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, and 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

UNION RIGHTS

SECTION 1. UNION RIGHTS.

The Union, upon the approval of the building administrator, will have the right to use facilities, at reasonable times, and equipment; to wit, telephone, typewriter, word processor and photocopying on District grounds at times when such equipment is not in use for regular operations, providing it has trained operators. The Union 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 Union Stewards. Copies of policy drafts will be supplied to the Union Stewards when they are given first reading by the Board.

SECTION 3. RELEASE TIME.

- A. Union representatives shall, with prior supervisory approval, be afforded reasonable time during regular working hours, without loss of pay, to participate in meetings with Board representatives concerning collective bargaining, processing of grievances and where Union representation is necessary in the context of employee disciplinary or investigative meetings.
- B. Grievances may be handled by a Union Steward participating in the meeting or hearing of any grievance. If the employee initiated the grievance the aggrieved employee will also be present unless the employee cannot be present due to extenuating circumstances (e.g., extended illness) or if the Board and Union representatives agree that the employee's presence is not necessary.

All grievance related meetings will be scheduled during non-working hours. If both parties agree, grievance related meetings may be scheduled during working hours. If the grievance related meetings are scheduled during working hours, members of the Union participating in the grievance related meetings shall be paid their regular rate of pay for time lost during their regular scheduled working hours.

- C. Union Stewards may, when necessary, attend to other Union 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 per bargaining unit of such time each contract year (July 1-June 30) for all representatives in said bargaining units combined. If the Union expends the thirty (30) hours for each bargaining unit before the end of the contract year, any additional time off will be without pay.
- D. Collective bargaining by the Union shall be done by a Union bargaining committee with or without the assistance of authorized agents, representatives and/or attorneys. The number of the

Union members on the Union bargaining committee participating in any negotiation session shall normally not exceed four (4) for each bargaining unit.

- E. Members of the Union negotiating committee shall be paid their regular rate of pay for time lost when negotiations are held during the regular scheduled working hours. In no event will more than four (4) members for each bargaining unit of the negotiating committee be paid for participation in any one negotiation session.
- F. Union members who are serving on the Local's Executive Board shall be released from work, without loss of pay, to attend up to a maximum of four (4) Board meetings per calendar year. This shall be limited to two (2) members per meeting. This time shall be in addition to any other time approved to conduct union functions under this Article.

SECTION 4. EMPLOYEE RIGHTS.

All bargaining unit members and the lawful representatives of the Union 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 Union 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 parties recognize that bargaining unit members enjoy all rights provided to them by law and that this Agreement shall be interpreted and applied in a manner consistent with the law. If a bargaining unit member brings a claim against the Board in any judicial or administrative forum alleging a violation of that individual's legal rights, any proceedings related to those claims shall not be processed through the Grievance Procedure in this Agreement.

SECTION 6. UNION COMMUNICATIONS.

The Union 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 Union may use the school mail boxes and e-mail (subject to observance of Technology Use Policies) for communications.

SECTION 7. DAMAGE REIMBURSEMENT.

Damage to the personal property of any employee will be reimbursed in accordance with Board Policy #3934.00 and the associated Administrative Regulation.

SECTION 8. EMPLOYEE PROTECTION.

Any case of employment related assault and battery by or 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 assaulted employee of his/her rights and obligations in connection

with handling of the incident by law enforcement and judicial authorities. Any action taken will be in conformity with the law, board policy, administrative regulations or district procedures.

The parties agree to assess and review systematic solutions to safety issues in different programs. The Director of Human Resources and the Unit Stewards will work together to develop a process to review data, design interventions and implement necessary procedures.

SECTION 9. JOB SECURITY/CONTRACTING.

The Board agrees to notify OPEIU at least thirty (30) days in advance when work is being contracted out and where the contracting out will cause loss of regularly scheduled hours for a bargaining unit member.

SECTION 10. WORKERS' COMPENSATION.

All employees are protected by Workers' Compensation Insurance for work related accidents or illnesses, as required by law. All work related injuries, no matter how slight, must be reported by the employee to the Human Resources Office on an accident report form within twenty-four (24) hours of occurrence.

An injured person is encouraged to be seen by a physician. If this is done, the physician, hospital, pharmacy or other charges are to be billed to the District and sent to the Human Resources Office. Employees are not to use health insurance in this situation. If the injury is a result of an assault by a student, the employee is to check with the Human Resources Department for a review of the assault policy.

The appropriate Union Steward will be notified when a workers' compensation claim has been filed by a member of the bargaining unit. However, the Board will not be obligated to disclose medical information related to that claim.

- A. The following shall apply for all work related accidents or illnesses:
 - 1. Physical Assault
 - a. An employee who suffers injury from a physical assault as a result of an employment-related activity for which workers compensation benefits are received shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of forty-five (45) work days.
 - b. After the initial forty-five (45) work day period referred to in (1)(a) above, accrued sick leave, vacation time or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such compensable leave is exhausted.

- c. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (1)(a) and (b) above.
- 2. Injury/Illness
 - a. An employee who suffers an injury/illness, except physical assault addressed in (A) (1) above, as a result of an employment-related activity for which workers compensation benefits are received, shall be paid one hundred (100%) percent of his/her full wages by the District for the period that the employee is absent from work, up to a maximum of thirty (30) work days.
 - b. After the initial thirty (30) work day period referred in (2)(a) above, accrued sick leave, vacation leave or personal leave may be utilized to maintain the difference between the workers' compensation payment and the employee's regular salary or wage, until such compensable leave is exhausted.
 - c. When an employee receives the workers' compensation benefits he/she will reimburse the Board so that the employee's compensation shall not exceed his/her regular weekly pay, as long as payments are received from the District pursuant to (2)(a) and (b) above.
- B. While an employee is receiving workers' compensation benefits, fringe benefits normally received by the employee shall continue for a period of up to one (1) year from the date of injury. The affected employee may then apply to the Catastrophic Disability Committee for the continuation of medical, life, dental and optical up to one (1) additional year through the Catastrophic Illness Committee.
- C. Prior to return to work (if absent for more than two [2] full days), the employee shall present a release from his/her doctor to return to work with any restrictions noted. The District retains the right to refer the employee to a physician of its choice at the expense of the District.

SECTION 11. EMPLOYEE SAFETY.

The Board of Education acknowledges that the employees of the Intermediate School District are entitled to work in an environment as free from hazards as can reasonably be provided as outlined in Board Policy 4120.00 or as subsequently modified. The parties agree to communicate with one another regarding the identification of known unsafe or hazardous workplace conditions.

SECTION 12. PERSONNEL FILE.

- A. An official personnel file shall be maintained by the Board for each employee in the bargaining unit, and all such files shall be maintained in a centrally located office, under the supervision of the Human Resources Director.
- B. Each personnel file shall have a cover sheet upon which shall be recorded the date and names of those persons who insert and inspect the material.
- C. Each employee is obligated to assure that current employment data (such as verification of job experience, transcripts of credits, and records of certification or other information necessary for initial salary placement and subsequent salary changes or adjustments) is on file in the Office of Human Resources.
- D. Each employee shall have the right to examine the contents of the employee's own personnel file subject to the rights and obligations of the Board and the employee under the Bullard-Plawecki Employee Right-to-Know Act. The employee shall make an appointment with the Human Resources Director to examine his/her file. The Human Resources Director, or his/her designated representative, shall be present when the employee examines the employee's file, and, if the employee so desires, the employee may be accompanied by a representative of the Union. If the employee designated in writing that the employee desires a representative of the Union to examine the employee's file in the employee's absence, the designated representative shall be allowed to examine the file.
- E. Employees may request reproductions of materials in the employees' personnel file, provided a reasonable duplication fee is paid by the employee.
- F. Any document contained in a bargaining unit member's personnel file which is excluded from review by that individual will, at the request of the employee, be described in general terms to the employee (and Union representative, if requested by the employee) sufficient to enable the employee to determine whether or not the document is properly exempt from disclosure to the employee.

ARTICLE 5

UNION SECURITY

SECTION 1. MEMBERSHIP OR SERVICE FEE REQUIREMENT.

An employee who is not a member of the Union in good standing or who does not make application for membership within ten (10) working days after completion of forty-five (45) work days of his/her employment shall, as a condition of employment, pay as a service fee to the Union an amount equivalent to the dues uniformly required to be paid by members of the Union (less amounts not permitted by law); 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 calculated and 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 forty-five (45) working days of employment, the Human Resources Office will notify the Union. The Employer will present said employee with an application for Union membership and an authorization form for checkoff of union dues or service fees.
- C. If the employee desires to join the Union, the employee shall complete both the application for membership and authorization forms for checkoff of dues and return them to the Employer.
- D. If the employee does not desire to join the Union, the employee shall complete only the authorization form for checkoff of service fees so that the Union may collect from the employee its service fee and return it to the Employer.
- 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 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 Union financial officer as to the amount of the periodic Union 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 Union financial officer by the twenty-fifth (25th) calendar day of the month following the month in which deduction were made together with a list of current employees showing the amount of Union dues or service fees deducted from each employee.
- H. In cases where a deduction is made which duplicates a payment already made to the Union by an employee or where a deduction is not in conformity with the constitution and bylaws of the Union, refunds to the employee shall be made by the Union.
- I. The Employer shall not be liable to the Union 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.

SECTION 3. FAILURE TO COMPLY.

Employees who fail to comply with the provisions set forth above, shall, pursuant to MCLA 408.411; MSA 17.277(7), have the amount of the service fee deducted from his/her wages and remitted to the Union by the Employer after observance of the following procedures:

- A. In the event that an employee refuses authorization for checkoff of dues or service fees after the initial 45 working day period, the Employer shall notify the appropriate Steward.
- B. The Union shall then notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction will be filed with the Board in the event that the employee does not pay (or authorize deduction of) the service fee within the ten (10) days.
- C. The Board, upon receipt of request by the Union for involuntary deduction of the service fee, shall provide the bargaining unit member with an opportunity for a due process hearing. This hearing shall address the question of whether or not the bargaining unit member has remitted the service fee to the Union or has authorized payroll deduction of same.

SECTION 4. UNION DUES AND SERVICE FEES.

- A. The Board agrees to deduct from the regular pay of each bargaining unit member who has an executed checkoff authorization form on file, the Union dues or service fees (as applicable) subject to all provisions of this Article. 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 Union's checkoff authorization form shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) made thereof.

- 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 Union'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 Union.
- E. The Board's remittance will be deemed correct if the Union 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. The Union will copy the affected bargaining unit member on the above written notice.
- F. In the event that an employee informs the Union that he/she is revoking checkoff authorization for dues or service fees, the Union will immediately give written notice to that effect to the Employer.

SECTION 5. INDEMNIFICATION.

The Union agrees to indemnify and save the Board (its trustees, employees and agents) harmless against any and all judgments, unemployment compensation, suits or other forms of liability arising out of its deduction from employees' pay of Union dues or service fees or in reliance on any list, notice, certification or authorization furnished under this Article.

The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union. The Board shall not be liable to the Union 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.

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 problems of the parties. All time lines herein delineated shall be considered working days. A "working day" shall be Monday through Friday, excluding winter and spring breaks as well as holidays.

SECTION 2. DEFINITION OF A "GRIEVANCE".

A "grievance" shall mean a specific charge by the Union, 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 Union 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 by the Union. 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 Union, 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. Union grievances will be filed with the immediate supervisor who is in charge of the area being complained of. 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 a Union representative if the employee so chooses.

The supervisor will hold such discussion with the employee and the Union representative, if requested by the employee, 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 Union, the Union shall be informed of the terms of the settlement.

Step 2. Formal/Written Initiation of Grievance.

If the grievance is not resolved at Step 1, the matter shall be reduced to writing by the employee or Union and submitted to the appropriate division head within five (5) working days from the day of discussion with the supervisor. The written grievance shall include:

- (1) Specific sections(s) of this Agreement alleged to have been violated.
- (2) A statement of the facts giving rise to the grievance, inclusive of the persons involved.
- (3) The relief requested.
- (4) Signature of employee or Union Representative.
- (5) The date the grievance is filed.
- (6) Why the District's answer at Step 1 was not acceptable.

Within five (5) working days after receipt of the grievance, the appropriate division head shall give his/her answer in writing to the employee, with a copy to the Union.

Step 3. First Appeal.

In the event that the employee is not satisfied with the disposition at Step 2, within ten (10) working days after receipt of the appropriate division head's answer, he/she may appeal the grievance to the Human Resources Director. The appeal must be in writing and endorsed by a Union Representative. Within ten (10) working days of receipt of the written appeal, the Human Resources Director (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 Steward.

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

In the event that the employee is not satisfied with the disposition at Step 3, within ten (10) working days after receipt of the Human Resources Director's answer, the employee shall notify the Human Resources Director, in writing, that he/she desires to continue the grievance. The appeal must have the endorsement of the Union. The Union may request to appeal the grievance to the Superintendent or to mediation or the Union may request to proceed immediately to Step 5.

Upon receipt of the Union's request to continue the grievance, the Human Resources Director shall within five (5) working 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 will precede mediation.

If the Superintendent option is chosen by either party, the same time lines set forth in Step 3 shall be applicable. The Superintendent may designate another individual to act in his/her place. If mediation is chosen, it shall be handled as expeditiously as possible. If Step 4 is utilized by either party or the Union is not satisfied with the decision, the Union may within ten (10) working 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 Union must give written notice to the Human Resources Director. If the parties cannot mutually agree on an arbitrator, the matter will be promptly referred to the Michigan Employment Relations Commission 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.
- 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 Union if the grievance is denied, or by the Board if the grievance is granted, or as the arbitrator directs if the award is split. The Board shall upon request, make employees who are on duty,

available as witnesses. One Steward designated by the Union 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 and that the time limits for initiation, answering and appeal of grievances are mandatory. 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 this Article 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 step within the time limits specified shall be considered a denial of the grievance and it may be processed at the next step. An employee may withdraw further consideration of a grievance at any stage of the procedure, up to Step 5. Only the Union may withdraw a grievance that has been appealed to Step 5.

SECTION 7. NOTICE OF OUTSIDE REPRESENTATION.

If the Union is represented by a non-employee representative at any Step of the grievance procedure, the Human Resources Director will be given at least three (3) working days in 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 directives 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 who has completed the probationary period 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 of the meeting and shall be entitled to have present a representative of the Union. If a Union 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 give a prompt and detailed explanation regarding the nature of the disciplinary action or discharge.

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 may attempt to schedule such meetings outside of the scheduled working hours.

SECTION 6. PROGRESSIVE DISCIPLINE.

- A. With regard to employees who have completed their probationary period, they 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, the employee's disciplinary record, or any other mitigating or aggravating circumstances.

- C. Warnings and reprimands shall be discussed privately between the employee and the administrator, except when either party requests the presence of a Union and/or administration representative.
- D. Neither party shall delay discussion of a warning or reprimand for more than five (5) working days from the date of incident except where the Employer was not reasonably aware of the incident. Deadlines may also be extended by mutual consent.
- E. Disciplinary action at or beyond the written warning level will be included within the employee's personnel file.

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 (or designee). 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 (or designee) 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.

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/Dismissal.

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

- 1. Criminal convictions of any felony or misdemeanors concerning theft, sex offenses, dishonesty, moral turpitude or use or sale of drugs, which have a clearly discernible detriment to the School District, students (where applicable) and which affect 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 conduct or 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. A written report summarizing the investigation of the complaint will be issued within fourteen (14) working days of the date the complaint was filed, absent extenuating circumstances that prevent conclusion of the investigation. In that event, the Employer will notify the Union and employee of the date on which the investigation is expected to be completed.

SECTION 10. DISCHARGE.

Any employee who has completed his/her probationary period and 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 prior to the Employer's determination to discharge. The employee may be represented by the Union at said hearing.

SECTION 11. ABSENTEEISM.

It is the intent of the Board and Union to work cooperatively to minimize excessive absenteeism of employees.

For the purposes of this Section, "prolonged absence" refers to an absence from the job for over five (5) consecutive working days. "Recurring absence" refers to absences that result in staff need to request unpaid time on a frequent basis.

When an employee has a prolonged or recurring absence, the District reserves the right to require written medical verification of the necessity for the absence and to require a written doctor's statement prior to allowing the employee to return to work. The Board shall also have the right to have an employee examined by a doctor selected by the Board, at the Board's expense.

Prior to taking such action, the Board shall have notified the affected employee, and Union, in writing, of their concern and expectation for correction within five (5) working days (except by mutual consent) of the employee's return.

In addition, the Board, Union, and employee affected shall meet and confer to identify appropriate ways in which the Union can assist the Board and employee to correct prolonged and recurring absences within five (5) working days (except by mutual consent) after notification has been submitted to the Union. The Union and the Board may also meet and confer to identify appropriate ways to resolve the prolonged and recurring absences.

Employees with prolonged and/or recurring absence are, in appropriate cases, subject to the progressive discipline process due to their absenteeism.

ARTICLE 8

SCHOOL CLOSING SEVERE WEATHER AND EMERGENCIES

PART A - UNIT I

SECTION 1. REPORTING DURING SEVERE WEATHER.

Whenever schools are closed due to emergencies or severe weather, all Unit members are expected to report for work on their regularly assigned shift unless instructed otherwise by the Facilities Manager or his/her designee.

SECTION 2. CALL-IN DURING SEVERE WEATHER.

During severe weather or emergencies, an employee may be required to work at times other than his/her regularly assigned shift. Employees may be required to work in a team or teams to keep buildings and grounds operational or prepare for reopening. During such times, the Facilities Manager (or designee) will supervise the work. All employees called in pursuant to this Section shall be guaranteed a minimum of eight (8) hours of work.

SECTION 3. FAILURE TO REPORT.

If an employee is unable to report due to severe weather, the employee will be charged a business leave day, vacation day or unpaid leave day. The employee will designate the type of leave day to be charged. However, if an employee is not required to report to work on a severe weather day, no compensable leave day will be charged to such employee who has requested compensable leave for the day on which the school was closed. Employees assigned to the building requiring custodial duties will be called in first. The decision of whether or not the employee needs to report is within the sole discretion of the supervisor.

SECTION 4. EMPLOYEES REPORTING ON DAYS ENTIRE DISTRICT IS CLOSED.

All employees who are required to report on those days when all other District employees are off because of severe weather or emergencies will be entitled to adjusted time equal to the number of hours worked (up to eight [8]) on the day(s) in question. (For example: the District is closed but the employee is required to work six [6] hours. He/she would keep track of these hours and be permitted to take six [6] hours of adjusted time at another time at their option and with the approval of his/her supervisor.)

PART B - UNITS II AND III

SECTION 5. NOTIFICATION.

At the commencement of each school year, the Board will notice all Union members as to its policy for notification of school closings. When the Superintendent or his/her designee determines that the entire District operations shall be closed due to severe weather, said notice will be made. 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.

SECTION 6. 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 7. 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 or vacation day, as applicable. The employee will designate the type of leave day to be charged. In the event that an employee does not have either a vacation or personal business leave day available, that employee may choose to take either a compensable leave day or an unpaid leave day.

SECTION 8. 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 a closing, the Board may temporarily assign employees to work in other locations.

SECTION 9. 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.

SECTION 10. MAKE-UP DAYS - UNIT III.

In accordance with Section 1284 of the Revised School Code and Section 101 of the State School Aid Act, all school districts must provide for make-up of student instructional days and hours 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. The Board shall have the authority to reschedule any student instruction days and hours lost in order to coordinate these make-up days and hours with those of local school districts.

All employees may be required to make-up said days and hours. 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 and hours.

ARTICLE 9

NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS

SECTION 1. BOARD AND UNION 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 Union 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, Jobs Included, 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 appropriate Union Steward in writing of his/her decision, and will supply a copy of the job description and position profile to the Union Steward.

The Union, 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 Union 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, Jobs Included, to the Board, the Superintendent (or his/her designee) shall give written notice to the appropriate Union Steward, giving the reasons for the elimination of that job, a minimum of ten (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, Alternatives to Layoff and/or Articles 12 and 13, Reductions in Force, as applicable.

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. Seniority will be applied within the Unit (i.e. Units I, II, III, as defined in Article 1) to which the employee is assigned in the event of layoff, bumping or recall. "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. Seniority shall not be interrupted by a leave of absence granted pursuant to the provisions of this Agreement. A layoff shall not interrupt the accumulation of seniority except as provided in Article 10, Section 6, Breaks in Seniority.

An individual presently employed by the Board who has previously belonged to the bargaining unit, and who transferred to another position within the District outside the bargaining unit, shall continue to accrue seniority up to June 30, 2005. No seniority shall accrue for persons outside the bargaining unit after June 30, 2005. Any individual who accrued seniority under this paragraph prior to June 30, 2005 shall retain seniority accumulated as of that date. However, when an individual leaves the bargaining unit but remains continuously employed at Ingham ISD and subsequently returns to the bargaining unit, that individual shall be entitled to receive credit for seniority previously accrued in the unit and shall again begin to accrue additional seniority as of the date of the individual's return to the bargaining unit.

By October 1 annually, 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. Such list shall include the name, job title, hire date, hours worked per week, weeks worked per year, salary grade step, longevity step, and adjusted seniority of all individuals who hold seniority.

The Board shall furnish the Union Stewards an up-to-date seniority list at least annually, by March 1. The Board and the Union Stewards will work together to have members ensure the information contained on the seniority list is accurate. Employees are responsible for verifying their seniority dates on the seniority list.

SECTION 2. PROBATIONARY EMPLOYEES.

All newly hired employees of the school district shall be on a probationary status for the first eighty (80) working days of employment. Probationary employees who are absent during the probationary period shall not have completed the probationary period until they have been on the job for the equivalent of eighty (80) working days.

Probationary employees shall not be granted paid sick leave during the first forty-five (45) working days of employment; however, they shall be credited with sick leave earned from date of hire.

Probationary employees shall not be granted vacation or personal leave during the probationary period; however, they shall be credited with vacation and personal leave earned from date of hire.

Probationary employees have no seniority or seniority rights. The grievance procedure does not apply to probationary employees. The Union shall not represent probationary employees.

SECTION 3. PART TIME EMPLOYEES - UNITS I and II.

- A. Part-time employees are employees who are regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week. To be included in the bargaining unit, part-time employees with irregular work schedules must work an average of at least twenty (20) hours per week for the duration of their work year. Part-time employees may acquire seniority upon completion of six hundred forty (640) hours worked, which is the equivalent of the regular probation period of eighty (80) work days.
- B. Part-time employees who are covered by this Agreement will continue to receive fringe benefits prorated by their hours worked.

SECTION 4. BARGAINING UNIT WORK.

Non-bargaining unit employees will not be assigned to perform bargaining unit work except: in case of an emergency arising out of the unforeseen circumstances which calls for immediate action; for the purpose of providing instruction or training to a bargaining unit employee(s); to substitute for an absent bargaining unit employee; where the work in question has not been exclusively performed by bargaining unit members in the past; or where the decision has been made to contract out the work. Instances where, in the opinion of the Union, a violation of this section is taking place the matter may be referred directly to the Human Resources Director or his/her designee.

SECTION 5. ADDITIONAL WORK - UNITS II and III.

It is the intent of the District to offer appropriate additional work to qualified staff (as determined by the bumping matrix) within their department who work less than fifty-two (52) weeks per year. This provision shall not be construed as obligating the District to offer overtime to any staff members to extend their work day, but only intends to extend the individual's work year. When less than fifty-two (52) week employees are not working and work is available they may be called in for additional work provided:

- A. They have submitted a written note to their supervisor/ department head with a copy to Human Resources specifically listing dates of their availability and current phone number where they can be reached. The written notice to include the employee's qualifications and areas of interest.
- B. Accept remuneration at their regular rate of pay.

- C. This extra work would not be counted to increase vacation time or qualify an individual for vacation.
- D. This extra work would not be counted to increase any prorata share of insurance or any other benefit the employee is receiving.
- E. The employees within a program/division who may take advantage of this provision will work with their immediate supervisor to develop a system that equitably distributes extra work among those within the division who are interested in such work.

SECTION 6. 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. They shall not carry over any seniority credit from their previous employment.

SECTION 7. SUPERSENIORITY.

For the purposes of layoff and recall, superseniority will be granted to two members of each bargaining unit who have been designated by the Union to perform contract administration and/or representation duties which require their regular presence on the job. Such persons shall have superseniority within the provisions for bumping and recall in Articles 12 and 13, as applicable. The Union shall provide the Human Resources Director with the names of the persons designated to receive superseniority.

ARTICLE 11

ALTERNATIVES TO LAYOFF

SECTION 1. BOARD INTENT.

The Board agrees that in any situation necessitating staff reductions, it is the intent of the Board to reduce staff through attrition and through providing employees the opportunity to choose voluntary alternatives prior to proceeding to layoffs.

SECTION 2. ALTERNATIVES TO LAYOFF.

Alternatives to layoff which may be offered to and selected by eligible employees may include:

- A. Voluntary Leave
 - i. Study with Tuition Reimbursement
 - ii. Work Experience/Training
 - iii. Child Care/Personal
- B. Job Sharing
- C. Early Retirement
- D. Transfer in lieu of layoff (Article 14, Section 2, D)

The intent of this provision is to apply to either (1) employees who, if a voluntary alternative is not selected, would be subject to layoff, or (2) other employees in the same job who would not themselves be subject to layoff, but who, by their selection of a voluntary alternative, utilizing preference based on the employee's seniority, would "save" the job of a fellow employee who would be subject to layoff.

SECTION 3. VOLUNTARY LEAVE.

An unpaid leave of absence for one contract year may be requested as an alternative to staff layoffs for any of the following reasons:

A. STUDY WITH TUITION REIMBURSEMENT.

The purpose of study with tuition reimbursement is to provide employees an opportunity to gain knowledge and develop skills which will improve proficiency on the present job and/or enhance promotability to higher level jobs which are available within the District.

The course of study must be related to the individual's job to the extent the courses are considered "job-related". Courses are considered "job-related" when any one (1) of the following primary goals is met:

- i. to improve skills and/or update the technology involved in the present work assignment;

- ii to provide knowledge, skills and understandings which relate to more responsible, higher level District positions to which the employee may reasonably aspire;
- iii. to complete the requirements for a high school diploma;
- iv. to enhance basic skills in written and/or oral communications and/or mathematics;
- v. to enroll in a college degree program in which the entire curriculum is directly related to the field of the employee's current job assignment;
- vi. to enroll in a college degree program in which the entire curriculum is designed to lead to more responsible District positions to which the employee may reasonably aspire; or
- vii. to enroll in individual college courses which are directly related to the field of the employee's current job assignment, even though such courses might be components of a total degree program which is not related to the current job assignment.

A study plan for the year is to have prior approval of administration.

Reimbursement for the current cost of resident, graduate, on-campus tuition at Lansing Community College for a maximum of thirty-six (36) term hours of credit or twenty-four (24) semester credits from an approved college or university, satisfactorily completed as available at a rate not to exceed Forty (\$40.00) Dollars per credit hour or a total of One Thousand Four Hundred Forty (\$1,440.00) Dollars for the year.

A request including a study plan is to be submitted to the immediate supervisor, the division administration, and the Human Resources Director, in that order, for recommendation to the Superintendent and the Board of Education.

Employees approved for a study leave with tuition reimbursement will be expected to return to service with the District for a minimum period of one (1) contract year, provided a position is available.

Employees who voluntarily terminate their employment with the District without returning to service after such study leave will be required to refund any tuition reimbursement received under the leave.

B. WORK EXPERIENCE/TRAINING.

- i. Work experience in another career area.
- ii. Training or course work in another career could be undertaken.

- C. CHILD CARE/PERSONAL.
 - i. To care for a family.
 - ii. Other personal reasons.

- D. PROVISIONS OF VOLUNTARY LEAVE.
 - i. Acting in the capacity of a substitute during a voluntary leave will be allowed. If the person works in the same job description their substitute rate will be Step 1 of their current pay grade. If the person works outside of their job description, they will be paid at the prevailing substitute rate.

 - ii. Medical and life insurance benefits may be purchased from the District while on a voluntary leave at a cost (one month equals 1/12th year, twenty [20] working days equals one month), subject to the terms of the master insurance contracts. Arrangements and payments of premiums are to be the sole responsibility of the individual making the request.

 - iii. Upon completion of a voluntary leave, the employee will revert to layoff status and the layoff, and recall provisions of this Agreement will be applicable. The employee will have recall rights for two (2) years after returning from the voluntary leave in accord with Article 10, Section 6 of this Agreement.

SECTION 4. JOB SHARING.

Job sharing is a situation in which the responsibilities of one position are shared equally by two (2) employees, both of whom are fully qualified for the position. Job sharing in this Article is only available to prevent a layoff. Job sharing may be requested under the following conditions:

- A. Job sharing is available to two (2) staff members holding parallel positions, who voluntarily agree to work together in sharing one full-time position.

- B. Application will be made jointly and voluntarily.

- C. Each employee will receive fifty percent (50%) of his/her salary for the appropriate step each is on and would share equally one full-time position.

- D. A plan is to be developed jointly by the parties requesting to job share and submitted for approval. The plan will include the following:
 - i. Daily schedule showing hours for each job-sharer.

 - ii. Description of the job responsibilities and other duties assigned to the position.

 - iii. A description of how the job-sharing arrangement would be introduced to impacted staff.

E. PROVISIONS OF JOB SHARING.

- i. Full fringe benefits will be provided for each employee on an approved plan.
- ii. Job sharing requests and plans will be submitted by the requesting parties to the immediate supervisor for review and approval and then for review and approval to the Human Resources Director, and Superintendent and Board of Education in that order.
- iii. Plans will be approved for one year only. Such plans must be submitted within thirty (30) calendar days after receipt of layoff notice.
- iv. Job sharing as an alternative to layoff is subject to annual approval by the Board.
- v. Upon termination of the job-sharing situation, the employee who is ultimately impacted by the layoff, will revert to layoff status and the layoff, and recall provisions of this Agreement will be applicable. The laid off employee will have recall rights for two (2) years after conclusion of the job-sharing situation in accord with Article 10, Section 6 of this Agreement. The employee originally holding the position which was converted to a shared position will be returned to the job and hours of work as previously existed prior to the job sharing arrangement.
- vi. Employees who accept and are approved on a voluntary job sharing plan as an alternative to layoff shall have recall rights, pursuant to Article 12, Section 4 and Article 13, Section 3 of this Agreement.

ARTICLE 12

REDUCTIONS IN PERSONNEL **UNIT I AND UNIT II**

SECTION 1. LAYOFFS.

Layoffs will result from the elimination of a specific filled position(s) within a job. The following procedures will be observed in layoffs, bumping and recall.

SECTION 2. LAYOFF PROCEDURE.

- A. All probationary employees, as defined in Article 10, Section 2, in non-temporary positions within the affected job(s) will be laid off first.
- B. Employees will be given written notification of layoff at least thirty (30) calendar days or shorter notice as necessitated by special circumstances. In no event will employees be given less than fifteen (15) working days notice, in writing, prior to layoff. This notice provision shall not apply to layoffs caused by bumping or displacement under Section 3 of this Article. Notification will include the effective date of layoff.
- C. The employee must submit written notification of their intent to use bargaining unit seniority to bump another employee within three (3) working days following receipt of written notification of layoff or bumping, whichever is applicable, or the right is forfeited.

SECTION 3. BUMPING PROCEDURE.

- A. Bumping is permitted only into an equal or lower pay grade within the same unit (i.e., Unit I, Unit II) according to the bumping matrix for that unit.
- B. In accordance with the bumping procedure and matrix, an employee can choose to bump into a job in which the work year and work hours are less than the position that was eliminated. This reduction of work year or hours shall be regarded as voluntary leaving by the employee.
- C. An employee who exercises bumping rights under this procedure will be subject to a trial period of thirty (30) working days during which the employee must demonstrate the ability to satisfactorily perform all the duties of the position to which he/she bumps. This period may be extended to a maximum of eighty (80) days at administrative discretion. If the employee does not succeed, the employee will be laid off.
- D. If two or more employees are bumping simultaneously, they will do so in order of seniority.

E. In the event that the affected employee bumps into a job in a lower pay grade, the employee's hourly wage will be reduced to the appropriate pay grade and step. However, in no case shall an employee hired prior to July 1, 2010 be placed in a wage scale of an employee hired after July 1, 2010.

F. Except as provided in (G) below, bumping is limited to those jobs indicated within the appropriate unit layoff/bumping matrix in accordance with the following procedure:

Step 1. The employee who occupied the position which has been eliminated must first bump into the position(s) in the same job which has been occupied by the laid off probationary employee(s) if the position remains in existence and is equal to or greater than the same work year and work hours in comparison to the eliminated position. Otherwise, the position(s) occupied by probationary employees will be left open until the bumping is completed.

Step 2. The employee must then bump the least senior employee within his/her same job who occupies a position having equal or greater work year and work hours in comparison to the eliminated position or the position with the least amount of economic impact on the affected employee, provided the employee has seniority over the employee to be bumped.

Step 3. If the conditions in Step 2 above are not met, the employee must then bump the least senior employee in the jobs indicated in the appropriate unit layoff/bumping matrix within the same pay grade, who occupies a position having equal or greater work year and work hours in comparison to the eliminated position or the position with the least amount of economic impact on the affected employee, provided the employee has seniority over the employee to be bumped.

Step 4. If the conditions in Step 3 above are not met, the employee must then bump the least senior employee in the jobs indicated in the appropriate unit layoff/bumping matrix within the next lower pay grade, who occupies a position having equal or greater work year and work hours in comparison to the eliminated position or the position with the least amount of economic impact on the affected employee, provided the employee has seniority over the employee to be bumped.

Step 5. If the affected employee cannot bump according to the above conditions, Step 4 will be repeated for the next lower pay grade until all possible jobs identified within the appropriate bargaining unit layoff/bumping matrix have been eliminated.

Step 6. If the affected employee cannot meet conditions for any other job indicated within the appropriate unit layoff/bumping matrix within the bargaining unit, that employee will be laid off.

- G. In the event that an employee that has no bumping options feels that he/she could qualify for a job in the same or lower pay grade, not indicated in the layoff/bumping matrix, the employee may request that he/she be allowed to bump into that job. The employee must supply evidence of qualifications.

The Human Resources Director will establish the qualifications for the job, review the employee's request and determine whether the employee is qualified for the job. If the employee is determined to be qualified, he/she will be given the opportunity to bump into that job, provided that the employee has seniority over another employee within that job.

In the event that an employee cannot meet these qualifications, then bumping is limited to the jobs indicated within the appropriate unit layoff/bumping matrix as outlined in this Section.

The Board reserves the absolute right to determine the qualifications of an employee. Such decisions on qualifications shall not be subject to the grievance procedure.

- H. The bumped employee will be laid off and eligible to use the bumping procedure.
- I. An employee who successfully bumps will retain recall rights to his/her previous job for a period equal to the lesser of either the employee's seniority as of the date of layoff or twenty-four (24) months.

SECTION 4. RECALL PROCEDURE.

The following procedure will be observed in recalling seniority employees who have been laid off or who have been bumped and have recall rights:

- A. When a vacancy exists which the Employer decides to fill, the most senior employee who is on layoff; or who has been laid off but recalled to a position with lower pay or with less annual hours; or, who has been displaced by a bump but remains employed with the Board in another position, will be recalled to the position provided the employee:
1. Occupied the job where the vacancy exists prior to layoff or being bumped and has recall rights to his/her previous job; or
 2. Has recall rights to a position to which he/she may be recalled according to the appropriate unit layoff/bumping matrix. If recalled under 4 (A) (2), an employee who has recall rights will be subject to a trial period with a minimum of thirty (30) working days and a maximum of up to eighty (80) working days during which the employee must demonstrate the ability to satisfactorily perform all the duties of the position. If the employee does

not succeed, the employee will be laid off. This provision shall not apply when an employee is being recalled to his/her old position.

The Employer shall not post a vacancy which may be filled through recall.

- B. An employee on layoff may decline one recall to a position with less annual hours. 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 Employer may agree to extend this time, but any such agreement must be in writing with a copy to the Union.
- C. An employee who has successfully bumped will have first recall rights to his/her original job. Failure to accept such a recall will result in the loss of recall rights to that job.
- D. An employee who bumped into another position to avoid layoff and who did not succeed in the trial period for that assignment, as specified in Section 3(C) of this Article may be passed over and not offered recall to that assignment provided the union is in agreement with that action.
- E. Notice of recall will be given by certified mail, return receipt requested, addressee only, with a copy to the appropriate Union Steward. Employees are responsible for insuring that their current telephone numbers and addresses are on file with the Employer. An employee who cannot be contacted because of failure to maintain a correct address or telephone number will be terminated.
- F. Laid off employees will retain their seniority and their right to recall for the period of time specified in Article 10, Section 6.
- G. During the processing of recalls, the Employer may temporarily fill vacancies in any manner it sees fit.

SECTION 5. GENERAL PROVISIONS.

- A. The Employer's general right to transfer employees, subject to the provisions of this Agreement, shall apply at all stages of layoff, bumping and recall.
- B. In the event that the Board determines that multiple layoffs are necessary for financial reasons, the Board agrees to meet with the Union Stewards prior to effectuating layoffs to discuss alternatives to such layoffs.

ARTICLE 13

REDUCTIONS IN PERSONNEL UNIT III

SECTION 1. LAYOFFS.

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 administration will retain full right to make the 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 bumped to the position for which the employee meets the qualifications as determined by the administration, which is occupied by the employee with the least seniority within the Unit, which is equal to or greater than the same work year and work hours or the job with the least amount of economic impact on the affected employee, provided the employee has seniority over that employee. Determination of qualifications will include, but will not be limited to, consideration of the employee's education and training, experience, and personal qualities.
- E. In the event the Board determines that multiple layoffs are necessary, the Board agrees to meet with the Union Stewards and representatives prior to effectuating layoffs to discuss alternatives to such layoffs. The administration will decide all matters related to such layoffs.

- F. An employee who has bumped pursuant to this procedure will be subject to a trial period of thirty (30) working days during which the employee must demonstrate the ability to satisfactorily perform all of the duties of the position. This period may be extended to a maximum of eighty (80) days at administrative discretion. If the employee does not succeed the employee will be laid off.
- G. Employees will be given at least thirty (30) working days notice of layoff or shorter notice as necessitated by special circumstances. In no event, will employees be given less than fifteen (15) working days notice, in writing, prior to layoff.

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. If the employee is recalled to the same assignment and program, they will not be subject to a trial period. An employee who has recall rights and is recalled to a different assignment and/or program will be subject to a trial period of thirty (30) working days during which the employee must demonstrate the ability to satisfactorily perform all of the duties of the position. This period may be extended to a maximum of eighty (80) days at administrative discretion. If the employee does not succeed, the employer may meet with the Union, upon request. However, at the employer's discretion the employee may be laid off. The administration has full right to determine qualifications and this determination is not subject to the grievance procedure. At the employee's request the Human Resource Director 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 with a copy to the Union.
- C. An employee who has successfully bumped has first recall rights to his/her original job. Failure to accept such a recall will result in the loss of recall rights.
- D. Notice of recall will be given by certified or registered mail, return receipt requested, addressee only, with a copy to the Union Stewards. 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.

- E. Laid-off employees will retain their seniority and their right to recall for the period of time specified in Article 10, Section 6 of this Agreement.
- F. 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 except as outlined in Section 2(D). An employee laid off from one type of job may be recalled to another, if qualified. The administration will review the employee's request and determine whether the employee is qualified for the job.
- 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.

ARTICLE 14

PROMOTIONS AND TRANSFERS

SECTION 1. FILLING OF VACANT POSITIONS.

In the recruitment, selection, appointment and transfer to positions within the District, it is the policy of the Board of Education to recruit, select, appoint and transfer from within the ranks of its employees whenever practicable.

Vacancies shall be defined for purposes of this Agreement as a posted position presently unfilled, currently filled but which will open in the future, or a new position. When the Board decides to fill a vacancy, it will post the position announcement for ten (10) consecutive working days on the Human Resources bulletin board. The position announcement will be sent to all staff via district e-mail. Additionally the position is posted on the Ingham Intermediate School District website. The Board shall furnish the Union Stewards with a copy of each job posting. An employee desiring to fill a posted job vacancy shall submit an on-line application on the Ingham Intermediate School District website.

The Notice of Vacancy will specify the classification title, salary range, and qualifications required of the applicant. The Employer will make every effort to fill vacant positions as soon as practicable after posting.

In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

1. The position will be awarded to the most qualified individual taking into account his/her knowledge, skills, ability and experience.
2. If the candidates are equally qualified and one is internal, the internal candidate shall be offered the position. If more than one of the equally qualified candidates are internal, the employee with the most seniority shall be offered the position.

The Board will not bypass Unit members who apply except to hire a more qualified applicant. The most qualified applicant will be offered the position.

To the extent permitted by law, the parties agree that the Board's affirmative action policy may be considered in the selection of all personnel.

All employees meeting the posted qualifications will be interviewed. At the employee's request, the Human Resources Director or his/her designee will meet with an employee who has not been selected and explain the Board's reason for non-selection, subject to the Board's responsibility to not divulge confidential or otherwise privileged information.

Employees on a new job (but who have completed a probationary period within the bargaining unit) are considered on a trial period in the new job for three hundred sixty (360) working hours. During or at the conclusion of the trial period an employee may be reassigned to their old position, or a comparable one, without prejudice, should their work prove to be unsatisfactory or if the affected employee so requests. This trial period in the new job does not interrupt accrual of seniority.

During the period of time that the Board is going through the recruitment, selection/appointment process and the trial period (as defined above), the vacancy may be filled on an interim basis by a temporary employee. When a substitute employee is filling a position for an incumbent and the incumbent terminates his/her employment with the District, the substitute employee may be eligible to vie in the selection and appointment process for that vacancy. If a substitute or temporary employee will be considered for a permanent vacancy when posted and there are internal applicants, the Human Resources Director will meet and confer with the Union over this decision.

SECTION 2. TRANSFERS.

- A. The Employer has the right to transfer employees to promote efficiency and/or sound personnel relations, to adjust to changes or improvements in operations, or to make better use of individual skills and abilities. "Transfer" includes any lateral or upward movement of an employee within his/her bargaining unit.

B. Lateral Transfer

The same procedure as outlined in Section 1 shall apply for any lateral transfers. However, bargaining unit members transferring to a position into which they would be eligible to bump, according to the bumping matrix for their Unit, will not be required to take written skills tests for the purpose of meeting that basic qualification standard for the position.

C. Involuntary Transfers

An involuntary transfer will be made when considered necessary by the Board to (1) fill vacancies or (2) for the good of the District. If a transfer is necessary:

- i. The appropriate Union Steward or his/her designee, shall be notified of the need for such transfers and shall be given the opportunity to offer information prior to any reassignment of employees.
- ii. The Supervisor will meet with the potentially-affected employee to discuss the problem and seek a volunteer.
- iii. When there is no volunteer available and when practicable, the least senior employee having the applicable qualifications shall be moved.

- iv. The Board shall notify the affected employee and the Union, in writing, 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.

D. Transfer in Lieu of Layoff

The Employer has the right to transfer the employees in lieu of layoff in order to preserve the employees' employment with the Employer subject to the provisions of this Agreement. The District will notify the Union prior to any transfer in lieu of layoff.

SECTION 3. CHANGE TO LOWER PAY GRADE.

In the event that a position is changed which results in a lower pay grade, the employee in that position will have the option to do one of the following:

- A. The employee may within thirty (30) calendar days of written notice to the employee and the Union accept the changed position in the lower pay grade. The employee's hourly wage will be frozen at its current level until the salary in the lower pay grade at least equals the prior salary, at which time the employee wage will increase with the new pay grade.
- B. The employee may bump the least senior employee in his/her original job, subject to the provisions of Article 12 and Article 13.
- C. In the event that the employee elects (A) above, the employee will have recall rights to his/her original job for a period equal to the lesser of either the employee's seniority as of the date of changed position or twenty-four (24) months. If the employee refuses recall to the original job, he/she will lose recall rights to that job.

SECTION 4. TEMPORARY ASSIGNMENT.

An employee temporarily assigned to perform all the duties and responsibilities of another job for a period of more than ten (10) consecutive working days shall be paid according to the following:

- A. When temporarily assigned to a position in an equal or lower pay grade, the employee will receive the regular rate of his/her permanent position.
- B. When temporarily assigned to a position in a higher pay grade, the employee will receive either the base rate of the temporarily assigned position or the regular rate of his/her permanent position plus twenty-five cents (\$.25) per hour, whichever is higher, retroactive to the first day of the assignment.

SECTION 5. SUMMER POSTING.

The Board will post in the Department of Human Resources and on the Ingham Intermediate website all vacancies occurring in the District. The position announcement will be sent to all staff via district e-mail.

SECTION 6. PROMOTIONS.

An employee promoted one (1) grade level pursuant to this Article shall receive a minimum of three (3%) percent salary increase.

SECTION 7. SHIFT DIFFERENTIAL - UNIT I.

An employee receiving a shift differential who is temporarily assigned to the day shift for a period of not more than ten (10) consecutive work days, shall continue to receive his/her shift differential during that period.

ARTICLE 15

INSURANCE BENEFITS UNITS I AND II

SECTION 1. LIFE INSURANCE.

Group term life insurance will be provided in the face value of forty thousand dollars (\$40,000) with accidental death and dismemberment benefit, per full-time employee. The premium of the term life insurance policy is paid in full to a life insurance company selected by the Board for the duration of each full-time member's employment. This policy shall be convertible to whole life policy sponsored by said company upon termination of employment without evidence of insurability to the extent and under the conditions specified in the Michigan Insurance Code. For employees working half-time or more, but less than full-time, life insurance premium payments shall be pro-rated.

SECTION 2. HOSPITALIZATION COVERAGE.

Employees will be offered choices of hospitalization coverage.

Physicians Health Plan plus with a \$5/\$10/\$25 prescription co-pay; \$10 office visit co-pay; \$15 urgent care, \$25 emergency co-pay.

PHP (as specified above) will be paid 85% by the District and the employee will pay 15% of the premium (be it single, two-person or full family) for any requesting full-time employee. The 85% of the premium paid by the board will be established as the benchmark for single, two-person or full family.

In addition to the PHP Plus plan specified above, employees will be offered choices during open enrollment of any other PHP plans offered in the district. Any applicable insurance premium less than the benchmark (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be fully paid by the Board and no payroll deductions by OPEIU staff will occur. Any applicable insurance premium more than the cost of the benchmark (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be paid by the employee via payroll deduction.

For employees working half time or more but less than full time, the premium payment will be prorated for requesting employees.

Flexible Spending Account (FSA) program will be available to employees.

The parties will begin negotiations for a successor agreement to their 2011-2012 Agreement by March 1, 2012

SECTION 3. INCOME PROTECTION INSURANCE.

Income Protection Insurance will be provided for all full-time employees working twenty (20) hours or more per week. This insurance will pay sixty-six and two thirds (66-2/3) percent of gross salary up to a limit of Five Thousand (\$5,000) Dollars per month in case of disability as a result of sickness or accident. Protection will begin at the end of ninety (90) days following disability and will continue until age sixty-five (65) or termination of the disability. In the event that an employee returns to work after receiving income protection insurance within six (6) months of the original claim for long-term disability and again becomes disabled, the ninety (90) day waiting period will be waived, subject to vendor agreement. Employees may work with the LTD carrier to expedite their insurance benefit.

SECTION 4. DENTAL COVERAGE.

The Self-Funded dental benefits for all full-time employees will consist of Class I, II, III, and IV. There is a ninety (90%) percent co-pay for Class I, II, and IV, and a fifty (50%) co-pay for Class III with a one thousand (\$1,000) dollar maximum benefit per beneficiary payable in any one year for Class I, II, and III benefits. Class IV benefits (orthodontic) have a one thousand (\$1,000) dollar maximum lifetime benefit per beneficiary payable.

The dental coverage will be through a self-funded plan administered by Michigan Employee Benefit Services (MEBS). All Unit I and Unit II bargaining unit members will be enrolled in that coverage, without premium contributions required of either full-time or part-time employees.

SECTION 5. OPTICAL COVERAGE.

The District shall provide a self-funded optical benefits plan with standard frames benefit at thirty-three (\$33) dollars, and with all other provisions in effect June 30, 2005 remaining unchanged, or equivalent coverage optical benefits to all full-time employees. Optical coverage will be through a self-funded plan administered by Michigan Employee Benefit Services (MEBS). All employees working less than full-time, but more than half-time may enroll for optical benefits and pay the pro-rated share of the premium equivalent payment.

SECTION 6. WORKER'S COMPENSATION INSURANCE.

Employees who suffer a work related accident or illness, resulting in loss of time, shall be paid their full day's 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 illnesses as required by law. All on the job injuries no matter how slight, must be reported to the Human Resources Office by the injured employee as soon as possible after injury.

SECTION 7. OPTIONAL INSURANCE BENEFITS.

Eligible employees have the following optional insurance benefits available to them at their expense:

1. Life Insurance.
 - A. Additional coverage on the employee
 - B. Coverage of spouse and/or dependent children

All of the above options shall be available on a payroll deduction basis.

2. Annuities.

Employees may arrange for a portion of their pay to be withheld to pay the premium on tax sheltered annuities. A limited number of companies are authorized to have their premiums withheld on a payroll deduction basis. Interested employees may obtain more information from the Human Resources Office.

3. Hospitalization Coverage Alternative.

Employees choosing not to take health insurance will be entitled to a monthly payment of One Hundred Dollars (\$100.00) for single coverage, or One Hundred Fifty Dollars (\$150.00) for two person or full family coverage, depending upon eligibility.

Employees may select an option, via payroll deduction, as those options are set forth in Article 22, Section 4, of this Agreement.

SECTION 8. FLEXIBLE SPENDING ACCOUNT.

Employees have the option of having pre-tax dollars deducted from their earnings for reimbursement of certain medical and dependent care expenses to a maximum of Four Thousand (\$4,000) Dollars or Five Thousand (\$5,000) Dollars respectively on an annual basis. The Office of Human Resources will provide each employee with an information packet which is intended to describe the benefits provided by the Board of Education, and certain other employee information and is subject to change by the Board of Education and in accord with Section 125 of the Internal Revenue Service Code.

Employees are urged to plan appropriately for FSA deductions. If any balance remains in an employee's reimbursement account for a plan year after all reimbursements have been made, the balance shall be forfeited by the individual. All forfeited balances will go to the District to assist with paying the fee to administer this benefit.

SECTION 9. 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 thirty (30) day time limitations of the policy. Optional coverages may be dropped at any time. However, 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 Human Resources Office.

SECTION 10. GENERAL PROVISIONS.

All benefits are subject to the terms and conditions of the applicable master policies between the school district and the insuring companies. The Board's liability is limited to the payment of premiums as specified above.

Whenever more than one member of a household is employed by the school district on a regular full-time basis, the basic coverages for health, optical, and/or dental insurance will be provided only to the member employed first. However, the other member may elect to take the cash option as outlined in Section 7 (3). 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.

Benefits end with termination of employment, or upon going on layoff or unpaid leave status.

The Board reserves the right to substitute another carrier of coverages, provided benefits are equivalent and the Board meets and confers with the Union prior to the substitution.

ARTICLE 16

INSURANCE BENEFITS

UNIT III

SECTION 1. LIFE INSURANCE.

Group term life insurance will be provided in the face value of twenty thousand dollars (\$20,000) with Accidental Death and Dismemberment benefit, per full-time employee. The premium of the term life insurance policy is paid in full to a life insurance company selected by the Board for the duration of each full-time member's employment. This policy shall be convertible to whole life policy sponsored by said company upon termination of employment without evidence of insurability. For employees working half-time or more, but less than full-time, life insurance premium payments shall be pro-rated. Optional additional insurance is made available to the employee at the employee's expense.

SECTION 2. HOSPITALIZATION COVERAGE.

A. 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 as described in Section B. below. The premium will be for the 12 month period July 1 - June 30.

B. Full-Time Employees Hired Before July 1, 2010.

Physicians Health Plan Plus with a \$5/\$10/\$25 prescription co-pay; \$10 office visit co-pay; \$15 urgent care, \$25 emergency co-pay.

PHP (as specified above) will be paid 85% by the District and the employee will pay 15% of the premium (be it single, two-person or full family) for any requesting full-time employee. The 85% of the premium paid by the board will be established as the benchmark for single, two-person or full family.

In addition to the PHP Plus plan specified above, employees will be offered choices during open enrollment of any other PHP plans offered in the district. Any applicable insurance premium less than the benchmark (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be fully paid by the Board and no payroll deductions by OPEIU staff will occur. Any applicable insurance premium more than the cost of the benchmark (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be paid by the employee via payroll deduction.

For employees working half time or more but less than full time, the premium payment will be prorated for participating employees.

Flexible Spending Account (FSA) program will be available to employees.

The parties will begin negotiations for a successor agreement to their 2011-2012 Agreement by March 1, 2012.

C. Part Time Employees Hired Before July 1, 2010.

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 benchmark PHP Plan. See example below for 2011-2012.

Example:

Maximum Board Paid Premium-Parapro's* (eff. 7-1-2011)			
	PHP Insurance Premium \$10 Office Visit, \$5/\$10/\$25 Rx		96.43% SLC/HTWD/Evergreen (1)
	Full Premium	District Paid (85%)	
Full Family	\$1,492.13	\$1,268.31	\$269.10
Two Person	\$1,399.85	\$1,189.87	\$252.46
Single	\$657.34	\$558.74	\$118.55

(1) Employee share is calculated at 3.57% of the District Paid premium plus the employee premium copay paid by other full-time employees.

*Note: Programs that are over 35 hrs/week-will be treated the same as full-time employees (see Section B.).

For the duration of the 2011-2012 Agreement, the Employer will waive the additional employee contribution (3.57%) for part-time Unit III bargaining unit members hired prior to July 1, 2010.

D. Full-Time Employees Hired On or After July 1, 2010.

Physicians Health Plan Plus with a \$5/10/25 prescription co-pay; \$10 office visit co-pay; \$15 urgent care, \$25 emergency co-pay.

PHP (as specified above) will be paid 85% by the District and the employee will pay 15% of the premium for single coverage for any requesting full-time employee. The 85% of the premium paid by the board will be established as the benchmark for single coverage. Employees electing two-person or full family coverage will pay 50% of the difference in premium between the district negotiated contribution for single coverage and the actual monthly premium for two-person or family coverage.

In addition to the PHP Plus plan specified above, employees will be offered choices during open enrollment of any other PHP plans offered in the district. Any applicable insurance premium less than the benchmark for single coverage (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be fully paid by the Board and no payroll deductions by OPEIU staff will occur. Any applicable insurance premium more than the cost of the benchmark for single coverage (i.e. PHP Plus plan identified above less the 15% paid by the employee) will be paid by the employee via payroll deduction. Employees electing two-person or full family coverage will pay 50% of the difference in premium between the district negotiated contribution for single coverage and the actual monthly premium for two-person or family coverage.

For employees working half time or more but less than full time, the premium payment will be prorated for participating employees.

Flexible Spending Account (FSA) program will be available to employees.

The parties will begin negotiations for a successor agreement to their 2011-2012 Agreement by March 1, 2012. .

E. Part Time Employees Hired On or After July 1, 2010.

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 benchmark PHP Plan. See example for 2011-2012.

Example:

Maximum Board Paid Premium-Parapro's* (eff. 7-1-2011)			
	PHP Insurance Premium \$10 Office Visit, \$5/\$10/\$25 Rx		96.43% SLC/HTWD/Evergreen (1)
	Full Premium	District Paid	Employee Copay
Full Family	\$1,492.13	\$1,025.44	\$503.30
Two Person	\$1,399.85	\$979.30	\$455.51
Single	\$657.34	\$558.74	\$118.55

(1) Employee share is calculated at 3.57% of the District Paid premium plus the employee premium copay paid by other full-time employees.

*Note: Programs that are over 35 hrs/week-will be treated the same as full-time employees (see Section D.).

For the duration of the 2011-2012 Agreement, the Employer will waive the additional employee contribution (3.57%) for part-time Unit III bargaining unit members hired after July 1, 2010.

F. Other.

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

SECTION 3. INCOME PROTECTION INSURANCE.

Income Protection Insurance will be provided for all full-time employees working twenty (20) hours or more per week. This insurance will pay sixty-six and two thirds (66-2/3%) percent of gross

salary up to a limit of Five Thousand (\$5,000) Dollars per month in case of disability as a result of sickness or accident. Protection will begin at the end of ninety (90) days following disability and will continue until age sixty-five (65) or termination of the disability.

SECTION 4. DENTAL COVERAGE.

The Board will provide the following dental coverage for all employees who are regularly scheduled to work thirty-five (35) hours or more per week for up to full family coverage which consists of Class I, II, III, and IV. There is a ninety (90%) percent co-pay for Class I, II, and IV, and a fifty (50%) co-pay for Class III with a one thousand (\$1,000) dollar maximum benefit per beneficiary payable in any one year for Class I, II, and III benefits. Class IV benefits (orthodontic) have a one thousand (\$1,000) dollar maximum lifetime benefit per beneficiary payable.

The Board will pay the pro-rata share of the premium equivalent for those employees who are regularly scheduled to work less than thirty-five (35) hours per week. The premium equivalent will be paid for the twelve (12) month period, September 1 - August 31.

The dental coverage will be through a self-funded plan administered by Michigan Employee Benefit Services (MEBS). All Unit III bargaining unit members will be enrolled in that coverage, without premium equivalent contributions required of either full-time or part-time employees.

SECTION 5. 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 6. WORKER'S COMPENSATION INSURANCE.

Employees who suffer a work related accident or illness, resulting in loss of time, shall be paid their full day's 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 illnesses as required by law.

All on the job injuries no matter how slight, must be reported to the Human Resources Office by the injured employee as soon as possible after injury.

SECTION 7. OPTIONAL COVERAGE.

Eligible employees have the following optional insurance benefits available to them at their expense:

1. Life Insurance.
 - A. Additional coverage on the employee
 - B. Coverage of spouse and/or dependent children

All of the above options shall be available on a payroll deduction basis.

2. Annuities.

Employees may arrange for a portion of their pay to be withheld to pay the premium on tax sheltered annuities. A limited number of companies are authorized to have their premiums withheld on a payroll deduction basis. Interested employees may obtain more information from the Business Office.

3. Hospitalization Coverage Alternative.

Employees choosing not to take health insurance will be entitled to a monthly payment of One Hundred Dollars (\$100.00) for single coverage or One Hundred Fifty Dollars (\$150.00) for two person or full family coverage, depending upon eligibility.

Employees may select an option, via payroll deduction, as those options are set forth in Article 22, Section 4, of this Agreement.

SECTION 8. FLEXIBLE SPENDING ACCOUNT.

Employees have the option of having pre-tax dollars deducted from their earnings for reimbursement of certain medical and dependent care expenses to a maximum of Four Thousand (\$4,000) Dollars or Five Thousand (\$5,000) Dollars respectively on an annual basis. The Office of Human Resources will provide each employee with an information packet which is intended to describe the benefits provided by the Board of Education, and certain other employee information and is subject to change by the Board of Education and in accord with Section 125 of the Internal Revenue Service Code.

Employees are urged to plan appropriately for FSA deductions. If any balance remains in an employee's reimbursement account for a plan year after all reimbursements have been made, the balance shall be forfeited by the individual. All forfeited balances will go to the District to assist with paying the fee to administer this benefit.

SECTION 9. 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 thirty (30) day time limitations of the policy. Optional coverages may be dropped at any time. However, 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 Business Office.

SECTION 10. 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 3. 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 on a regular full-time basis, the basic coverages for health, optical, and/or dental insurance will be provided only to the member employed first. However, the other member may elect to take the cash option as outlined in Section 7(3). 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.

Benefits end with termination of employment, or upon going on layoff or unpaid leave status. The Board reserves the right to substitute another carrier of coverages, provided benefits are equivalent and the Board meets and confers with the Union prior to the substitution.

ARTICLE 17

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 2, the employee is reinstated in his/her previously held position or in one of comparable responsibility.

SECTION 2. 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 (6) 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 employee's position shall not be considered vacant, and the employee shall be entitled to return upon completion of the leave.

SECTION 3. 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 five (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 4. EXTENDED UNPAID LEAVES.

Leaves not to exceed a 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 5. 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 6. SHORT TERM UNPAID LEAVES.

Unpaid leaves of twenty (20) days or less may be granted upon administrative approval. Short term leaves may not be taken consecutively. An employee on a short term leave of absence shall be reinstated to his/her former position upon completion of the leave.

SECTION 7. ILLNESS OR INJURY.

- A. An employee may request a leave of absence not to exceed ninety (90) work days upon certification by the employee's physician that s/he is incapacitated and unable to perform the duties of his/her position. This leave of absence will include the absence covered by sick leave or sick bank for this incapacitation. During this leave the employee's position shall not be considered as being vacant. The employee shall be entitled to return to that position upon completion of the leave.
- B. Upon return from such leave, the employee must provide a physician's certification that s/he is physically sound and able to perform all normal duties of his/her position. The Board may choose at its option and expense to have the employee examined by the Board's physician prior to the employee's return to work.
- C. The employee must notify his/her immediate supervisor promptly after the employee becomes aware that such a leave will or may be necessary.
- D. A disability due to pregnancy or childbirth will be treated as any other disability.

SECTION 8. FAMILY AND MEDICAL LEAVE ACT OF 1993.

It is understood that the Family and Medical Leave Act of 1993 does not abrogate the rights of the parties under this Collective Bargaining Agreement. Where additional benefits are extended by the Act to the employees, those additional benefits will be honored by the District. Where certain Employer rights are also granted in connection with those additional benefits, the District shall be free to exercise those rights. To the extent that leaves of absences are granted under this contract, whether paid or unpaid, it is the intent of the parties that the rights granted hereunder will serve to satisfy the requirements of the Family and Medical Leave Act provisions to the extent applicable by law. All applications for Family and Medical Leave Act leaves will comply with Board Policy.

ARTICLE 18

JURY DUTY

SECTION 1. NOTIFICATIONS.

Employees selected for jury duty shall immediately notify their supervisor.

SECTION 2. PROOF OF JURY DUTY.

The employee should 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 issue the employee's regular pay, subject to the employee reimbursing the District for the Court-issued per diem pay, as outlined in Section 4 below. If an employee is released early from duty he/she shall report to his/her work station.

SECTION 4. PROOF OF PAY.

As soon as jury duty pay is received, the employee will issue a personal check to the District for the daily rate received. This check, along with a photocopy of the jury duty pay stub showing the per diem pay received, will be submitted to the Department timekeeper, who will reconcile it with absence reporting and then forward to the Payroll Department.

SECTION 5. MILEAGE.

Jury duty mileage reimbursement will not be deducted.

ARTICLE 19

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	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	

When Independence Day falls on Saturday, the offices will close on the preceding Friday.

When Independence Day falls on Sunday, the offices will close on the following Monday.

When the Christmas Day and New Year's Day holidays fall on a Saturday, the office will be closed on the preceding Thursday and Friday. When the Christmas Day and New Year's Day holidays fall on a Sunday, the office will be closed on the preceding Friday and the following Monday. When Christmas Day and New Year's Day fall on a Monday, the office will be closed on the holiday and the day following.

SECTION 2. ELIGIBILITY FOR HOLIDAY PAY.

- A. All full-time employees shall be entitled to receive holiday pay for the above listed holidays. Part-time employees shall be entitled to a prorata holiday pay for said holidays. Holidays shall be paid pro-rata based on the ratio of the employee's regular hours to a full scheduled work day.
- B. Other than as outlined above, to be eligible for holiday pay, an employee must work or be on approved paid leave both on the employee's last scheduled work day before and their first scheduled work day following the holiday that occurs during their regular scheduled work year.
- C. Part-time employees working irregular shifts [i.e., six (6) hours one day and four (4) hours another], will receive holiday pay on the same pro-rated basis that is used to determine their vacation and sick time accruals.

ARTICLE 20

COMPENSABLE LEAVE

SECTION 1. SICK LEAVE - UNITS I AND II.

A. Accrual.

1. An employee who works full-time for forty-five (45) weeks or more shall receive twelve (12) sick leave days (96 hours) during the year. All leave will be granted in a lump sum at the beginning of the year.
2. An employee who works full time for thirty-eight (38) through forty-four (44) weeks shall be given ten (10) sick leave days (80 hours) per year. All leave will be granted in a lump sum at the beginning of the year. An employee working twenty (20) hours or more per week shall have sick leave prorated according to his/her work schedule.
3. It is understood that sick leave will be prorated for employees hired during their work year. Part-time employees working twenty (20) hours or more shall have sick leave prorated to the nearest half-day.
4. Sick leave will be pro-rated for employees who start work after the beginning of a year (July 1).

Sick leave will also be pro-rated when an employee who has been credited with sick leave at the beginning of the year resigns (other than due to retirement under MPSERS) during that year and has used sick leave in excess of the pro-rated allocation to which he/she would otherwise be entitled based on his/her service during that year. In the case of resignation (as conditioned above) the value of the excess leave days will be deducted from the employee's wages, including any severance or terminal benefits.

Sick leave will also be pro-rated when an employee who has been credited with sick leave at the beginning of the year takes unpaid leave (other than FMLA leave or leaves taken under Article 17, Section 7 of this Agreement) during that year and has used leave in excess of the prorated allocation to which he/she would otherwise be entitled based on his/her services during that year. In case of unpaid leave (as conditioned above), the value of the excess days shall be deducted from the employee's wages.

B. Accumulation.

1. Unused sick days will accumulate without limitation.

C. Reasons.

Sick leave shall be approved for the following reasons:

1. Personal illness or injury.
2. Serious illness or injury in the immediate family.
 - a. For the purposes of this provision, “immediate family” shall be defined as: parent(s), parents-in-law, step-parent(s), child (including legal guardianship), step-child, spouse, brother or sister.
3. Doctor or Dentist appointment.

D. Conditions.

Sick leave shall be approved subject to the following conditions:

1. Each employee shall present a signed statement indicating the reason for such absence.
2. Such statement will be filed with the administrator in charge of the program.
3. Whenever possible requests for sick leave should be made in advance.
4. Sick leave shall be prorated to the nearest quarter hour.

SECTION 2. SICK LEAVE - UNIT III.

- A. Accrual. At the beginning of each school year, sick leave of ten (10) days for the school year shall be credited to the sick leave account of each employee. This benefit will be prorated for employees hired after the beginning of the school year. Part-time employees working half-time or more shall have sick leave prorated to the nearest quarter hour.

Employees employed in programs in which they are required to work longer schedules shall earn compensable leave as follows:

Up to 40 weeks	10 days
40 - 43 weeks	11 days
44 - 52 weeks	12 days

Bargaining unit members who are employed beyond the school year in programs in which they are not required to work shall accrue one-half (1/2) day of compensable leave for each sixty (60) hours of work performed. Unused compensable leave will be credited to the individual's accumulated leave account.

Sick leave will be pro-rated for employees who start work after the beginning of a year (July1)

Sick leave will also be pro-rated when an employee who has been credited with sick leave at the beginning of the year resigns (other than due to retirement under MPSERS) during that year and has used sick leave in excess of the pro-rated allocation to which he/she would otherwise be entitled based on his/her service during that year. In the case of resignation (as conditioned above) the value of the excess leave days will be deducted from the employee's wages, including any severance or terminal benefits.

Sick leave will also be pro-rated when an employee who has been credited with sick leave at the beginning of the year takes unpaid leave (other than FMLA leave or leaves taken under Article 17, Section 7 of this Agreement) during that year and has used leave in excess of the pro-rated allocation to which he/she would otherwise be entitled based on his/her service during that year. In case of unpaid leave (as conditioned above), the value of the excess days shall be deducted from the employee's wages.

- B. Accumulation.

1. Unused sick days will accumulate without limitation.

- C. Reasons.

Sick leave shall be approved for the following reasons:

1. Personal illness or injury.

2. Serious illness or injury in the immediate family.
 - a. For the purposes of this provision, “immediate family” shall be defined as: parent, parents-in-law, step parent, child (including legal guardianship), step-child, spouse, brother or sister.
3. Doctor or Dentist appointment.

D. Conditions.

Sick leave shall be approved subject to the following conditions:

1. Each employee shall present a signed statement indicating the reason for such absence.
2. Such statement will be filed with the administrator in charge of the program.
3. Whenever possible requests for sick leave should be made in advance.
4. Sick leave shall be prorated to the nearest quarter hour.

E. Heartwood Summer Programs.

1. Paraprofessional staff who volunteer to work at Heartwood School during the summer program and who provide notice to the Heartwood Principal of their desire to work and their desired work schedule no later than May 31 annually shall be entitled to utilize compensable leave benefits as described in this Section.
2. Paraprofessional staff who work during summer programs at Heartwood School shall be permitted to utilize their compensable leave balance available as of the date of absence which occurs during the summer program. The compensable leave balance will not include additional time that would be allocated at the beginning of the next school year.
3. Paraprofessional staff working during summer programs at Heartwood School and who have medical conditions which require their absence during that period shall notify the Principal, in advance of the above, when the need for leave is foreseeable. If the need for leave is not foreseeable, notice of the absence will be provided as soon as possible.
4. The Heartwood School Principal may deny a request for the paraprofessional to work during the following summer if there is evidence that the paraprofessional misused or abused compensable leave (e.g. patterns of absence, high number of days used).

5. For every sixty (60) hours worked during the summer program, the equivalent of “one summer” work-day of compensable leave shall be earned. The intent of this provision is that an earned compensable leave day shall be equivalent in hours to the length of a “summer” work-day.
6. In order to use compensable leave during a summer program, a paraprofessional must have worked all or part of that summer program. Paraprofessionals are not permitted to use compensable leave during summer sessions if they have not actually performed all or portion of their work assignment during that summer program.

SECTION 3. 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 Union Stewards 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.
3. Once admitted, members may not draw from the Sick Bank for one (1) year from date of entry into the Sick Bank. Once admitted, employees may not withdraw their donated sick days, nor 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.

D. Administration.

1. The Sick Bank shall be administered by the Sick Bank Chairperson. The Union shall appoint the Sick Bank Chairperson for a three (3) year term of office.
2. A member interested in utilizing the Sick Bank shall contact the Sick Bank Chairperson in writing to inform them of their anticipated use.
3. The Sick Bank 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 Sick Bank Chairperson may convene the Union Stewards 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 Sick Bank Chairperson has misinterpreted the criteria in his/her case, that employee may appeal the allocation to the Union Stewards. The Union Stewards shall meet and review the allocation made by the Sick Bank Chairperson within five (5) working days of the appeal. Should the Union Stewards decide that an error was made by the Sick Bank Chairperson in the interpretation of the criteria, the Executive Board shall recommend corrective action. Copies of the Union Steward's recommendation shall be forwarded to the Sick Bank Chairperson, the employee involved, and the Human Resources Department.
6. The Union Stewards shall meet annually, on a date established with the Sick Bank Chairperson between April 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 one hundred (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 Chairperson 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 Chairperson and notification by the Human Resources Office.

F. Eligibility.

1. A participating member shall be eligible if they are unable to perform the duties of their regular occupation as a consequence of a non-work related physical or mental condition.
2. All participating employees are subject to a waiting period of fifteen (15) work days after the onset of disability.
3. The eligible employee must utilize all but five (5) of his/her accumulated sick leave days before sick bank benefits will be paid. The employee may utilize his/her remaining five (5) sick leave days, or at the employee's option elect to save said five (5) days for use at a later time. Additionally, the employee may, if he/she so desires, utilize any accumulated unused vacation leave during the fifteen (15) work day waiting period.
4. 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:

Consecutive Years of Participation	% of Gross Pay
1st Year of Participation	0%
Commencement of the 2nd Year of Participation	50%
Commencement of the 3rd Year of Participation	60%
Commencement of the 4th Year of Participation	70%
Commencement of the 5th Year of Participation	80%
Commencement of the 6th Year of Participation	90%

G. Procedures.

1. Requests for Sick Bank benefits will be made in writing and submitted to the Sick Bank Chairperson as soon as the employee has knowledge of the anticipated need to utilize the Sick Bank or within five (5) calendar days of the commencement of such leave, whichever is earlier.
2. After the initial contact with the Sick Bank Chairperson, employees applying for Sick Bank benefits will be required to return to the Sick Bank Chairperson a physician's statement concerning the employee's disability and a signed Medical Authorization and Waiver of Privilege form so that the Sick Bank Chairperson has authorization to seek additional medical information from the employee's physician, as deemed necessary. Said documentation shall be returned to the Sick Bank Chairperson within five (5) days from receiving the forms from the Sick Bank Chairperson.
3. Participating employees will not be granted more than thirty (30) days sick bank benefits without re-evaluation by the Sick Bank Chairperson according to the procedures established herein.
4. Applications for continued benefits must be resubmitted for evaluation at least five (5) days before the end of the approved leave.
5. The Sick Bank Chairperson has the discretion of authorizing a period of time in excess of the first thirty (30) days, but not more than forty-five (45) days, if proper medical authorization warrants. For example, if the employee is having surgery and is not expected to return to work for six (6) weeks.
6. The Sick Bank Chairperson with the approval of the Union Stewards shall have the right opportunity to require a second opinion of the employee by a physician of the Union's choice, as often as it may reasonably require. The expenses incurred shall be borne by the Union. The Board, if it so desires, after a request from the Union or on its own initiative, may send the employee to the Board's physician at the Board's expense.
7. If a disability is continuous for three (3) calendar months the employee will apply for Long Term Disability benefits to be effective at the beginning of the fourth (4th) month.
8. No member can receive extended leave days during scheduled non-working periods.
9. 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.

10. 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, after depletion of the employee's accumulated sick leave.

SECTION 4. VACATIONS - UNITS I AND II.

A. Accrual.

1. Within the employee job classifications there will be two sub-classifications for purposes of vacation eligibility.
 - a. Employees, specified by job descriptions as forty-five (45) week or more employees.
 - b. Employees, specified by job descriptions as less than forty-five (45) week employees.
2. Employees in sub-classification (a) will receive vacation credit in a lump sum on or about July 1st of each year calculated in accordance with the following schedule for continuous service. If an individual leaves the employ of the District prior to June 30th of that year, he/she will be liable to the District for vacation time used over and above the prorated amount they have earned.

The vacation schedule shall be as follows:

1-5 years inclusive	16 days/year (128 hours)**
6-8 years inclusive	18 days/year (144 hours)**
9-10 years inclusive	22 days/year (176 hours)**
Over 10 years inclusive	24 days/year (192 hours)**

**Two (2) of these days to be used between Christmas and New Year's. Employees who are required to report during this period of time will be entitled to compensable leave equal to the number of hours worked (up to eight [8]) on the day(s) in question. For example: the employee is required to work six [6] hours. He/she would keep track of these hours and be permitted to take six [6] hours of compensable leave at another time at their option and with the approval of his/her supervisor.)

Maximum accumulation on June 30 of each year shall not exceed twenty (20) days (160 hours).

Part-time employees who work forty-five (45) weeks per year or more shall receive vacation on a pro-rated basis.

3. Employees working less than forty-five (45) weeks per year (sub-classification [b]) will not receive nor accumulate vacation credit.
4. Regular part-time employees working half-time or more are eligible for all vacations provided for full-time employees in the same classification (Section 4[A][1][a] above) except that vacation time shall be accrued, based on the ratio of the employee's regular hours per period to a full-scheduled pay period for the employee's group.

All usual requirements for vacation and holiday pay benefits required of full-time employees apply as outlined in Board Policy.

SECTION 5. PERSONAL LEAVE.

A. Accrual - Units I and II.

Personal business leave days will be granted for the fiscal year on July 1, or the first day of the employee's scheduled work year if this is after July 1. Days will be granted as follows:

38 or more scheduled work weeks = two (2) days (16 hours).

This applies to both those employees whose regular work year is for less than a full year, and to employees newly hired into a position after the start of the scheduled work year for that position except these will be prorated based on length of work year remaining.

B. Accrual - Unit III.

Each employee is granted two (2) days of personal leave (hours normally worked per day [see Article 23, Section 19] times two) 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.

C. Use.

Personal leave days may be taken for the following purposes:

1. Any purpose covered by sick leave.
2. Personal business that cannot be conducted other than during working hours.
3. 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.
4. Religious holidays.
5. Funerals. A single Personal Business Day may be approved for attending funerals for persons other than in the immediate family. An additional Personal Business Day may be approved for funerals in excess of two hundred (200) miles from Mason.

D. Restrictions.

Employees are required to account for their use of personal 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.

1. Personal leave may not be taken for:
 - a. Seeking or performing gainful work for another Employer, including self-employment by the employee.
 - b. Any form of Union activity, whether formally authorized by the Union or not.

E. Unused Days.

Unused personal leave days shall be added at the end of the year to the employee's sick leave account.

F. Personal Leave Bonus.

An employee who has accumulated one hundred (100) days of compensable leave as of June 30 of any contract year, shall be entitled to an additional one (1) day of personal leave over and above those stated in subsections A and B of this Section in the following contract year.

SECTION 6. BEREAVEMENT LEAVE - UNITS I, II and III.

Three (3) compensable bereavement leave days will be granted for parent(s), parents-in-law, step-parent(s), child (including legal guardianship), step-child, spouse, brother or sister. Available sick time may be used in addition to the three (3) bereavement leave days for these family members.

Two (2) compensable bereavement leave days will be granted for a son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchild, aunt or uncle. A maximum of three (3) additional days of sick leave may be used for bereavement for these family members.

SECTION 7. USE OF PAID TIME OFF.

Current attendance procedures for deductions of paid leave shall remain in affect.

SECTION 8. COMMITTEE ON CATASTROPHIC ILLNESSES.

A bipartisan committee has been created to review cases of a staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future. This person may apply to the committee for continuation of benefits. In turn, the committee will make recommendations to the Superintendent whose decision is final. The process is attached hereto as Appendix E.

ARTICLE 21

HEALTH AND SAFETY

SECTION 1. HEPATITIS B.

The Board will provide Hepatitis B vaccinations, including blood screening, to all employees who provide a signed request to have the immunization. The District will provide the immunization and screening at no cost to the employee.

An information sheet and request form for the immunization and/or screening is available through the Human Resources Office.

SECTION 2. MEDICAL CARE PURSUANT TO WORKER'S COMPENSATION.

The Board shall maintain a policy of insurance under which the employee may file a claim under the Workers' Disability Compensation Act for medical care. The Board will assist its employees concerning injuries arising out of the course of employment. A copy of the Board written procedure will be made available to all OPEIU members and copies will be kept in the offices of all school buildings.

ARTICLE 22

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. 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 July 1 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. The Board of Education normally meets to review job classifications and salary schedules annually.

SECTION 2. LONGEVITY.

STAFF HIRED PRIOR TO JULY 1, 2010

Longevity steps for staff hired prior to 7/1/2010 are paid as an incentive to employees who have been employed for six (6) years. They shall receive longevity beginning their seventh year regardless of what step they are on. There shall be six (6) steps. The first will be three percent (3%) at the seventh step; the second will be four percent (4%) at the eighth step; the third will be five percent (5%) at the ninth step; the fourth will be six and one-half percent (6.5%) at the tenth step; the fifth will be seven and one-half percent (7.5%) at the 13th step; and the sixth will be eight and one-half percent (8.5%) at the 16th step.

- A. 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 prorated if an employee terminates service prior to June 30 of that fiscal year.
- B. Longevity shall be included in the employee's regular rate (employee's base rate of pay) for purposes of computing the employee's applicable overtime rate of compensation.

STAFF HIRED ON OR AFTER JULY 1, 2010

Longevity steps for staff hired on or after 7/1/2010 are paid as an incentive to employees who have been employed for sixteen (16) years. They shall receive longevity beginning with their seventeenth year of employment regardless of what step they are on. There shall be two (2) steps. The first will be three percent (3%) at the seventeenth step and the second will be five percent (5%) at the twentieth step.

- A. 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 prorated if an employee terminates service prior to June 30 of that fiscal year.

- B. Longevity shall be included in the employee's regular rate (employee's base rate of pay) for purposes of computing the employee's applicable overtime rate of compensation.

SECTION 3. PAY DAYS.

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

- A. All employees hired after 7/1/2010 are required to utilize direct deposit for their net paycheck.
- 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.

SECTION 4. DEDUCTIONS.

The usual mandatory payroll deductions are made:

- Federal income tax
- State income tax
- City income tax (if applicable)
- Social security
- Any required employee contribution under the Michigan Public School Employees Retirement System such as MIP
- All deductions required by law.

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) he/she should contact the Human Resources Office to file amended forms. Voluntary deductions may also be arranged for through the Human Resources Office. These include:

- A. Union membership dues or service fee.
- B. Tax sheltered annuities as registered with the Human Resources Office.
- C. United Fund Contributions.
- D. Direct deposit to any financial institution that participates in the federal ACH system.
- E. Prorated premiums of Board approved fringe benefits for partial payment contributed by an employee.

- F. IRS Section 125 Flexible Spending Plan allowances.
 - 1. Medical, dental and vision expense
 - 2. Dependent care reimbursement programs.
 - 3. Allowable pre-tax premiums.
- G. Additional life insurance coverage for employee, spouse and/or dependent children.
- H. Any deduction pursuant to this Section will be made only after written authorization by the employee for the deduction and when such authorization is submitted to the Employer.

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 two weeks before pay day in order to be paid on the next pay date.

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. This section does not apply to extensions of the regular shift.

SECTION 7. FULL-TIME EMPLOYEE - UNITS I and II.

A full time employee is defined as a employee who is scheduled to work a minimum of forty (40) hours per week for thirty-eight (38) weeks or more.

SECTION 8. FULL-TIME EMPLOYEE - UNIT III.

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

SECTION 9. OVERTIME ACCRUED.

- A. "Overtime" is defined as all work in excess of forty (40) hours per week.
- B. The overtime rate is one and one-half times the employee's rate.
- C. The regular rate is defined as the employee's base rate of pay plus longevity and shift premium.
- D. All overtime must be authorized in advance by the employee's supervisor.

- E. Time charged to paid leave shall be included in computation of an employee's forty (40) hour work week or eight (8) hour work day.
- F. Compensatory time, in lieu of overtime pay, if requested by the employee and within their sole option may be arranged subject to the approval of the supervisor.
 - 1. An employee may accrue up to a maximum of forty (40) hours of compensatory time.
 - 2. Compensatory time shall be on the basis of one and one-half (1-1/2) hours of compensatory time for one (1) hour of work.
 - 3. Compensatory time shall be used at the convenience of the employee, subject to supervisory approval.
 - 4. Unused compensatory time will be paid at one and one-half times the employee's rate for each hour worked for a terminating employee.

SECTION 10. PAY SCHEDULE.

- A. Employees working for a forty-two (42) week work year or less shall have the option of selecting either twenty-one (21) or twenty-six (26) week 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. This Section may be modified in a way to help employees, consistent with any existing District practice.

SECTION 11. REST PERIODS - UNITS I and II.

Employees are permitted fifteen (15) minutes absence from the work station in the first four hours of the shift and fifteen (15) minutes during the second four hours of the shift for a "break" or rest period. An employee is entitled to one fifteen (15) minute rest period for each four (4) hours worked.

SECTION 12. REST PERIODS - UNIT III.

Paraprofessionals will receive one thirty (30) minute paid rest break, to be scheduled with their supervisor during each full work day.

The Employer will provide a one-half (1/2) hour unpaid lunch period for Instructional Assistants.

SECTION 13. PRO-RATA BENEFITS - UNITS I and II.

Regular part-time employees who work thirty-eight (38) weeks or more are full year for insurance benefits and the proration for insurance benefits is based on a thirty-five (35) hour work week.

Regular part-time employees will receive insurance benefits, leave, holidays and vacation time on the same pro-rata basis as all other like employees, as provided in Board Policy.

SECTION 14. REPORTING ABSENCES.

When an employee is unable to report for work, the employee must notify his/her supervisor by a reasonable time, to be specified by the supervisor.

SECTION 15. HOLIDAY PAY.

All work performed on paid holidays will be paid for at time and one-half (1-1/2) in addition to holiday pay. (Example: An employee who works on a holiday for which he/she is already eligible to be paid would receive, in effect, two and one-half (2-1/2) time.)

SECTION 16. WORK DAY/FLEX TIME - UNIT I.

The work shifts for employees in the bargaining unit are as follows:

- A. The day shift is any shift that regularly starts on or after 6 a.m. but by 9 a.m.
- B. The afternoon shift is any shift that regularly starts on or after 2 p.m. but by 5 p.m.
- C. Bargaining unit members working the afternoon shift may be rescheduled to have an earlier starting time when the regular school schedule is not in session.
- D. The regular full working day shall consist of eight (8) hours per day, plus a thirty (30) minute unpaid lunch period.

This schedule will not apply to emergency situations or non-routine changes which will last ten (10) working days or less. This schedule will not apply if the District finds it necessary to adjust starting and/or ending times. The District will meet and confer with the Union prior to implementing any such changes.

If the District desires to add a third shift, it agrees that it will meet and confer with Union representatives concerning shift differential, shift bidding and shift hours.

Upon an employee's request, a system of voluntary flex-time may be agreed upon by the employee and his/her immediate supervisor, subject to the appeal to the Department of Human Resources. Flex-time is within the sole discretion of the Employer.

SECTION 17. WORK DAY/FLEX TIME - UNIT II.

The work day for employees is 8:00 a.m. to 5:00 p.m., including an unpaid lunch period. Upon an employee's request, a system of voluntary flex time may be agreed upon by the employee and his/her immediate supervisor, subject to the appeal to the Department of Human Resources. Flex time is within the sole discretion of the Employer.

SECTION 18. WORK SCHEDULES - UNIT III.

The District reserves the right to change the hours in the work day of Paraprofessionals and Instructional Assistants depending on program/budget needs. The District will give the Union notice prior to changing the hours in the work day.

The work day for Paraprofessionals in this bargaining unit is as follows:

Evergreen Program	6.75 hours
Heartwood School	6.75 hours
Ingham Academy	7.25 hours
Malcolm Williams School	7.25 hours
Ralya, ASD Classroom	7.50 hours
Secondary Learning Center	6.75 hours
St. Vincent School	7.25 hours
Wilkshire ASD Classroom	7.50 hours
Williamston Elem., ASD Classroom	7.75 hours

The supervisor has authority to grant additional time for Paraprofessional staff if needed. All additional time shall be approved in advance. In the event that additional time is granted, employees shall be paid either their regular hourly rate or overtime premium pay, if applicable, in accord with Article 22, Section 10.

The work day for Instructional Assistants shall be as follows:

IA, Welding	7.00 hours
IA, Hospitality Services	7.00 hours
IA, Auto Mechanics	7.00 hours
IA, Precision Machining Technology	7.00 hours
IA, Construction Technology	7.00 hours

The work day reported above for Instructional Assistants does not include the lunch period as provided in Section 12 above.

SECTION 19. ADDITIONAL DUTIES - UNIT III.

If a bargaining unit member is required to assume additional duties because of an absent employee or the vacancy of a position, the bargaining unit member will receive compensation in the form of additional pay. This compensation is in addition to the bargaining unit member's regular pay. The following standards will be utilized in computing the rate of pay:

1. When a teacher is absent and the Paraprofessional or Instructional Assistant substitutes for the absent teacher, the pay would start when someone works for at least an hour and up to a full day. The rate of pay will be at an hourly rate equivalent to the substitute teacher rate for a full day divided by 7 hours for each affected bargaining unit member. For example, if the substitute teacher rate of pay is \$75 for a full day, the hourly rate would be \$10.71.

If a bargaining unit member is approved to work in connection with or as an extension of his/her position beyond the regular work day or work week or if the bargaining unit member is approved to work in a special program (such as a chaperone, coach, etc.) he/she shall be paid at his/her regular hourly rate for such work, unless the employee is entitled to overtime for such duty under Section 9 of this Article. It is understood that all such work requires express prior approval to the bargaining unit member by the Employer.

ARTICLE 23

GENERAL

SECTION 1. TUITION REIMBURSEMENT.

The cost of tuition and fees for courses will be reimbursed subject to the following conditions:

- A. Course work must be approved in advance by the employee's designated supervisor on a form and in a manner so prescribed by Human Resources. The request for approval must contain specific course titles. Course work must either be directly related to the employee's current assignment or in a planned program directly related to another assignment within Ingham Intermediate School District to which the employee aspires. If the employee's supervisor has approved the employee's participation in a planned program leading to a degree from an accredited college or university, courses within the degree program need not be directly related to the employee's assignment if the course is required for the granting of the degree.
- B. For bargaining unit members attending a community college, reimbursement is limited to the cost of four (4) semester credits at Lansing Community College in any one year of this Agreement. For bargaining unit members attending a four-year university, reimbursement is limited to the cost of three (3) semester resident undergraduate on-campus tuition credits at Michigan State University in any one year of this Agreement.

Any credits that are not used in one school year may not be transferred to any subsequent year.

- C. Notwithstanding the preceding paragraph, Paraprofessionals are eligible for additional reimbursement of up to three (3) credits per year at up to the Lansing Community College rate 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 (2) years from the date of separation.
- D. Claim for reimbursement will be submitted on a Tuition Reimbursement Form after completion of the course. A copy of the grade report (for credit courses) and evidence of actual tuition amount paid by the employee 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 in accordance with the Board's current Conference Procedures.

SECTION 3. TRANSPORTATION OF OTHERS

The District does not provide automobile insurance for bargaining unit members for their personal vehicles during the course of their employment. No bargaining unit member shall transport students or parents of students in their personal vehicle during the course of their employment.

SECTION 4. PROFESSIONAL DEVELOPMENT.

Employees may request permission to attend work-related professional development activities subject to approval of their immediate supervisor. Actual and necessary expenses, including travel, housing, meals and conferences fees, will be reimbursed per the current Board Conference procedures. Written or verbal reports may be required. Employees will receive their regular rate of pay for all conference/workshop time during their regular work schedule. If a supervisor requires an employee to attend a professional development activity outside of his/her normal work schedule, the employee will be entitled to his/her regular rate or overtime premium pay, if applicable for all conference/workshop time.

Employees should anticipate their probable professional development activities' costs and communicate that to their immediate supervisor so that budget planning may be anticipated and there will be an availability of funds.

SECTION 5. PROFESSIONAL GROWTH INCENTIVE.

The purpose of the professional growth incentive is to foster the growth or increase the effectiveness of individual employees and to improve the effectiveness of the organization.

It is recognized that all staff should have the opportunity to participate in professional growth activities throughout their careers. It is essential to provide professional growth opportunities which motivate staff to acquire new skills and knowledge to provide options which compensate and/or reward effort which is directed toward both individual and organizational objectives.

All professional growth incentive plans require approval by the supervisor and the Director of Human Resources prior to initiation of the professional growth activities. It is recognized that there are many avenues for achieving professional growth. These include educational and leadership activities, research, and school-community-civic involvement, and other activities. For the purpose of measuring these activities the professional growth unit concept has been adopted.

Professional Growth Incentive

For equivalency purposes, participation in a classroom, workshop, seminar, conference or clinic activity in an organized learning setting under responsible sponsorship, capable direction and qualified instruction is credited as follows:

90 clock hours equals one professional growth unit (PGU)

To qualify for a professional growth incentive, the employee must successfully complete a total of 90 clock hours. No more than one PGI may be earned in a two year period. The employee may take up to five (5) years to complete a plan. If a five year time period expires and a plan is not completed, a new plan must be started.

Administration of Professional Growth Incentive

Upon beginning employment with the District or completion of a previous plan, the employee should initiate the development of their next Professional Growth Incentive plan.

The Human Resources Department shall send notification to those staff who will be eligible at the end of the following fiscal year for a professional growth incentive by April 1. Failure to receive notification does not relieve the employee of the responsibility to meet stated deadlines. The professional growth incentive action plan will also be given to staff at that time.

The purpose of the written goals is to plan, budget and select professional growth incentive activities which would provide opportunities to motivate staff to acquire new skills and knowledge in an open and creative climate. Goals should include:

1. Desired outcome;
2. Tasks/activities;
3. Target dates for completion of professional growth incentive steps;
4. Supervisor support identified if required.

If the application is approved, the staff member then carries out his/her professional growth activities, collecting necessary data and documentation. Interim conferences may be held by mutual consent to provide feedback or allow modification of goals, if necessary. If the plan is not approved, the appeal procedures set forth below may be implemented.

By June 1 of the year of eligibility for the professional growth incentive, all verification data and documentation of completed activities shall be submitted to the immediate supervisor. Review and verification for the professional growth incentive will be made by the supervisor to the Human Resources Department by June 15. Professional growth incentive payments will be included in the first pay in July.

New Professional Growth Incentive Plans must be submitted to the employee's supervisor by June 30 of a year that a preceding plan has been completed. Plans submitted after June 30 may be accepted; however, activities accomplished between the time the finished plan was submitted and the new plan is submitted may not be counted.

Staff members will be notified in writing by their supervisor if their completed plan is not approved and provided an opportunity to discuss the reasons for disapproval. If not resolved, the staff member will be provided the opportunity to meet with the Human Resources Director to discuss the reasons for disapproval.

Employees can file an appeal of the decision of the Human Resources Director with the Professional Growth Incentive Committee within five (5) working days after notification of disapproval by the Human Resources Director. The Professional Growth Incentive Committee shall render its written decision on the appeal within fifteen (15) working days after receipt of the appeal. Such decision shall not be grievable. Copies of the decision will be sent to the employee, his/her supervisor, the Human Resources Director and the Union.

The Professional Growth Incentive Committee shall consist of five (5) members. Three (3) will be appointed by the Union and two (2) will be appointed by the Board. The Professional Growth Incentive Committee will review appeals of staff members regarding decisions rendered by their supervisor or the Director of Human Resources regarding their Professional Growth Incentive plan application or their completed plan. The Committee will make recommendations to the Superintendent on changes and appeals. Copies of the recommendations will be sent to the appropriate Union Steward.

Educational and Leadership Activities

- A. Teach or successfully complete three term hours (two semester hours) at a college or university that meets the qualification of the tuition reimbursement process. Verification must be submitted which indicates academic report or grade, transcript, course title, university, date course taken, credit earned, or letter from college/university indicating course taught, time schedule, course duration and credit value. Credit is non-repetitive for same class taught after first year of such activity. One semester hour of credit = 30 clock hours. Clock hour maximum: 90
- B. Serve as specialty area trainer within assigned District placement. Verification of time is required by appropriate person. One hour = 1/90th PGU. Clock hour maximum: 45

Professional Growth

- A. Attending in-service trainings, workshops, conferences and conventions. A brief report is required indicating conference/ convention attended, date of attendance, and sessions attended. One hour = 1/90th PGU. Clock hour maximum: 90
- B. Auditing a course. Verification should include a statement from institution or organization stating course title, dates and hours attended. One hour = 1/90th PGU. Clock hour maximum: 8
- C. Research. Conduct research directly related to professional assignment. Research design must be approved by supervisor. One hour = 1/90th PGU. Clock hour maximum: 30

- D. Preparation for and presentation at conference, workshop, seminar or in-service that is not a regularly assigned duty. One hour = 1/90th PGU. Clock hour maximum: 30
- E. Active participation on a planning and coordinating committee for a conference, workshop, seminar or in-service that is not sponsored/funded by Ingham ISD. One hour = 1/90th PGU. Clock hour maximum: 30
- F. Program Visitations. Verification of dates, program observed, location, implications for job performance or program implementation and sharing information with supervisor and fellow staff members. One hour = 1/90th PGU. Clock hour maximum: 15

School-Community-Civic Involvement

- A. Committee work on work related professional committee, which includes committee work on District professional committees. Verification of time and participation required by the appropriate person (Chairperson, Committee Secretary). One hour = 1/90th PGU. Clock hour maximum: 45
- B. Holding office on local, state, regional or national professional organization. Service on the Union's Executive Board shall be included to the extent that release time for that purpose is provided under Article 4 Section 3 (E) of this Agreement. Non-repetitive in same office during any one professional development period. Verification of office held, calendar year, and organization must be submitted. One hour = 1/90th PGU. Clock hour maximum: 15
- C. Personal growth activities. Activities which, while not job specific, are job related and designed to strengthen one's knowledge or skill background, such as special olympics volunteer. One hour = 1/90th PGU. Clock hour maximum: 30
- D. Active participation with any school clubs, organized youth groups, non-profit community-service organizations, non-political secular groups, or other secular service groups. Verification of participation by appropriate representative of organization, club, or group is required. If the employee receives financial compensation for involvement by that club, group or organization in which the employee is involved, employee is not eligible for PGI credit. Examples of approved groups/clubs (non-inclusive): DECA, HOSA, Girl/Boy Scouts of America, Big Brother/Sister program, PTA, FFA, 4-H, youth sports programs, Special Olympics, MDA, hospice. One hour = 1/90th PGU. Clock hour maximum: 30

Other Activities

The above listed provisions are not all inclusive. A staff member, with the approval of their supervisor, may elect to complete an activity which has not been described herein, but would be satisfactory to receive professional growth incentive credit providing the activity relates to improving skills and knowledge of staff. One hour = 1/90th PGU. Clock hour maximum: variable.

Payment for Professional Growth Incentive

After completing two consecutive years of work at the ISD, an employee will be eligible to qualify for a professional growth incentive payment of Two Hundred (\$250.00) Dollars. The professional growth incentive payment is an add on to the total salary and is not an accumulative change to the base. Professional growth incentive payments which are earned by June 30 will be paid to eligible employees the first pay in July of each year. Where an employee is or becomes eligible to receive a professional growth incentive payment before June 30 and is separated prior to that date, the incentive payment will be pro-rated so that the employee is compensated from the date of eligibility to the date of separation.

The professional growth incentive can be earned a maximum of five (5) times during an employee's tenure with the District. Once a professional growth incentive has been earned, it will be paid to the employee until the time of the employee's separation.

The Superintendent may waive the credit hour requirement for an individual employee in extenuating circumstances.

Credits earned in excess of those required for the professional growth incentive may not be carried over to the next two-year period.

ARTICLE 24

RETIREMENT

SECTION 1. RETIREMENT.

In each year of this Agreement, the Board of Education will pay the mandatory contributory retirement to the Michigan Public School Employees Retirement Fund. Having completed at least ten (10) years of service with Ingham Intermediate School District, the employee, shall be eligible for payment for years of service, as set forth in Section 3.

SECTION 2. LIMITATIONS.

Bargaining unit members must submit notice of their intent to leave the employ of the District least forty-five (45) calendar days in advance in order to be eligible for the payment for years of service as set forth in Section 3.

SECTION 3. PAYMENT/YEARS OF SERVICE.

An employee eligible for payment for years of service as set forth in Sections 1 and 2 shall receive a lump sum payment of Three Hundred Fifty (\$350) Dollars for each year of service in the Ingham Intermediate School District up to a maximum of Ten Thousand Five Hundred (\$10,500) Dollars.

An employee who retires with more than thirty (30) years of service with the District may request that the maximum amount of Ten Thousand Five Hundred (\$10,500) Dollars be waived and said employee receive Three Hundred Fifty (\$350.00) Dollars for each year of service. The employee shall present the request in writing to the Director of Human Resources. The Director of Human Resources will then present the written request to the Board of Education.

ARTICLE 25

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 the 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 26

DURATION

This Agreement shall be effective as of July 1, 2011 and will continue in effect until 11:59 p.m., June 30, 2012. If an Agreement on the renewal or modification is not reached prior to 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 27

EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. The foregoing language is not agreed to by the parties but is entered because it is required by law.

ARTICLE 28

PROCEDURE FOR CLASSIFICATION REVIEW **UNITS I AND II**

SECTION 1. INITIATION OF REVIEW.

Reclassification of an existing job can be initiated by the Employer or the employee. Employees will be limited to one reclassification request per fiscal year (July 1-June 30) unless the job description is revised during the year.

SECTION 2. PROCEDURE.

- A. If a supervisor and/or employee believe the duties of the position have changed, so that the position may not correctly be placed under the Wage and Compensation System, either party may seek a classification review of the position in writing to the Human Resources Director with a copy to the appropriate Union Steward.
- B. The employee and supervisor will update the General Summary, Duties and/or Responsibilities (where appropriate) of the job description. If there is an agreement between the supervisor and the employee of the changes to the job description, it will be submitted to the Human Resources Director for review. The completed job description is to be forwarded to the next step of this procedure within fifteen (15) working days from the date of the employee's written request to seek classification review.

If there is no agreement between the supervisor and the employee of the changes to the job description, the employee may opt to proceed to the next level if he/she so desires.

The Assistant Superintendent of the Unit (or designee), the employee's immediate supervisor, the employee, and a Union representative (if requested by the employee) shall meet with the Director of Human Resources to review the revised job description. The Director of Human Resources shall make a decision within fifteen (15) working days of that meeting on an appropriate grade placement. The decision of the Director of Human Resources will be final and will set forth the point factors assigned to the job and the reasons therefore.

- C. The decision of the Director of Human Resources will be reported to the incumbent employee in the position and the Steward for the Unit to which the employee is assigned. If the decision will result in an upgrade of the position, the requested upgrade will be taken to the Board of Education for approval and will be implemented as of the date that the initial request for reclassification review was made in (A) above. If the review determines that the position is overclassified, the incumbent in the position will not be reclassified. However, the revised point totals and the revised job description will be placed in effect at the conclusion of the review.

- D. If at any step in the process the scheduled time frame cannot be met by initiating or the responding party for good reason, an extension of not more than fifteen (15) working days can be utilized by informing the incumbent, the District and the Union, as applicable.

SECTION 3. COMPENSATION SYSTEM TEST.

The ultimate test of a good compensation system is that there will be perceived equity; that is, that the employee whose wages and benefits are regulated by the system will see themselves as being placed in fair and equal pay relationships with others. There are two kinds of equity; internal equity looks to the relationship in pay between people doing like work in different departments or divisions within the organization, while external equity looks to the relationship with other organizations' rates of pay for like work.

ARTICLE 29

DEFINITIONS

- ADJUSTED TIME: Pay at straight time.
- 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.
- COMPENSATORY TIME: Pay at time and one-half (1/2)
- EMPLOYEE: The term "employee" when used in this Agreement shall refer to all employees represented by the Union 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 (10) 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.

ARTICLE 30

BENEFIT YEAR

SECTION 1. CONDITIONS.

The insurance benefits provided by this Agreement shall be in effect from July 1 through June 30. The benefit year for claim purposes, of each of the insurance carriers, is:

PHP	July 1 - June 30
BC/BS	July 1 - June 30
MEBS DENTAL	July 1 - June 30
LIFE INS.	July 1 - June 30
OPTICAL	July 1 - June 30, as applicable for Units I and II
LTD	July 1 - June 30
FSA	July 1 - June 30

New employees are eligible for benefits on the first day of the month following the month of employment. The benefit claim year is subject to change by the carrier during the term of this Agreement. Staff will be informed of any changes.

**APPENDIX A
SALARY SCHEDULE FOR STAFF HIRED BEFORE 7/1/10
UNIT I**

2011-2012 0% Increase - Unit I			
Step	GC/	HC/	MS/
1	14.06	16.06	20.05
1.5	14.40	16.49	20.44
2	14.74	16.92	20.82
2.5	15.07	17.39	21.19
3	15.40	17.86	21.56
3.5	15.81	18.28	21.98
4	16.21	18.69	22.39
4.5	16.55	19.14	22.77
5	16.89	19.59	23.14
5.5	17.50	20.31	23.83
6	18.11	21.02	24.51

SHIFT DIFFERENTIAL: Employees whose scheduled shift begins at 2 p.m. or later will receive three (3%) percent premium pay for all hours worked on that shift.

LONGEVITY STEPS:

7	3.00%
8	4.00%
9	5.00%
10	6.50%
13	7.50%
16	8.50%

One-half (½) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

**APPENDIX B
SALARY SCHEDULE FOR STAFF HIRED BEFORE 7/1/2010
UNIT II**

2011-2012 0% Increase - Unit II			
Step	Grade 3	Grade 5	Grade 7
1	12.73	14.06	16.06
1.5	12.97	14.40	16.49
2	13.20	14.74	16.92
2.5	13.43	15.07	17.39
3	13.65	15.40	17.86
3.5	13.89	15.81	18.28
4	14.12	16.21	18.69
4.5	14.36	16.55	19.14
5	14.59	16.89	19.59
5.5	15.08	17.50	20.31
6	15.56	18.11	21.02

LONGEVITY STEPS:	7	3.00%
	8	4.00%
	9	5.00%
	10	6.50%
	13	7.50%
	16	8.50%

One-half (½) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

**APPENDIX C
SALARY SCHEDULE FOR STAFF HIRED BEFORE 7/1/2010
UNIT III**

2011-2012 0% Increase - Unit III		
Step	Grade 5	Grade 6
1	12.24	15.60
1.5	12.54	16.01
2	12.83	16.41
2.5	13.15	16.87
3	13.46	17.33
3.5	13.77	17.75
4	14.07	18.16
4.5	14.39	18.61
5	14.70	19.05
5.5	15.24	19.76
6	15.78	20.47

LONGEVITY STEPS:	7	3.00%
	8	4.00%
	9	5.00%
	10	6.50%
	13	7.50%
	16	8.50%

One-half (½) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

APPENDIX D
SALARY SCHEDULE FOR STAFF HIRED ON OR AFTER 7/1/2010
UNIT I

2011-2012 0% Increase - Unit I			
Step	GC/	HC/	MS/
1	12.00	14.00	18.00
1.5	12.12	14.14	18.18
2	12.24	14.28	18.36
2.5	12.36	14.43	18.55
3	12.48	14.57	18.73
3.5	12.61	14.72	18.92
4	12.73	14.86	19.10
4.5	12.86	15.01	19.29
5	12.98	15.16	19.48
5.5	13.11	15.31	19.68
6	13.24	15.46	19.87
6.5	13.37	15.62	20.07
7	13.50	15.77	20.27
7.5	13.64	15.93	20.48
8	13.77	16.09	20.68
8.5	13.91	16.25	20.89
9	14.05	16.41	21.09
9.5	14.19	16.58	21.30
10	14.33	16.74	21.51
10.5	14.48	16.91	21.73
11	14.62	17.07	21.94
11.5	14.77	17.24	22.16
12	14.91	17.41	22.38
12.5	15.06	17.59	22.61
13	15.21	17.76	22.83
13.5	15.36	17.94	23.06
14	15.51	18.12	23.29
14.5	15.67	18.30	23.53
15	15.82	18.48	23.76
15.5	15.98	18.67	24.00
16+	16.14	18.85	24.24

SHIFT DIFFERENTIAL: Employees whose scheduled shift begins at 2 p.m. or later will receive three (3%) percent premium pay for all hours worked on that shift.

LONGEVITY STEPS: **17 3%**
 20 5%

One-half (½) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

APPENDIX E
SALARY SCHEDULE FOR STAFF HIRED ON OR AFTER 7/1/2010
UNIT II

2011-2012 0% Increase - Unit II			
Step	Grade 3	Grade 5	Grade 7
1	11.00	12.00	14.00
1.5	11.11	12.12	14.14
2	11.22	12.24	14.28
2.5	11.33	12.36	14.43
3	11.44	12.48	14.57
3.5	11.56	12.61	14.72
4	11.67	12.73	14.86
4.5	11.79	12.86	15.01
5	11.90	12.98	15.16
5.5	12.02	13.11	15.31
6	12.14	13.24	15.46
6.5	12.26	13.37	15.62
7	12.38	13.50	15.77
7.5	12.51	13.64	15.93
8	12.63	13.77	16.09
8.5	12.76	13.91	16.25
9	12.88	14.05	16.41
9.5	13.01	14.19	16.58
10	13.14	14.33	16.74
10.5	13.27	14.48	16.91
11	13.40	14.62	17.07
11.5	13.54	14.77	17.24
12	13.67	14.91	17.41
12.5	13.81	15.06	17.59
13	13.94	15.21	17.76
13.5	14.08	15.36	17.94
14	14.22	15.51	18.12
14.5	14.36	15.67	18.30
15	14.50	15.82	18.48
15.5	14.65	15.98	18.67
16+	14.79	16.14	18.85

LONGEVITY STEPS: 17 3%
 20 5%

One-half (½) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

**APPENDIX F
SALARY SCHEDULE FOR STAFF HIRED ON OR AFTER 7/1/2010
UNIT III**

2011-2012 0% Increase - Unit III		
Step	Grade 5	Grade 6
1	10.00	13.50
1.5	10.10	13.64
2	10.20	13.77
2.5	10.30	13.91
3	10.40	14.05
3.5	10.51	14.19
4	10.61	14.33
4.5	10.72	14.48
5	10.82	14.62
5.5	10.93	14.77
6	11.04	14.91
6.5	11.15	15.06
7	11.26	15.21
7.5	11.38	15.36
8	11.49	15.51
8.5	11.61	15.67
9	11.72	15.82
9.5	11.84	15.98
10	11.95	16.14
10.5	12.07	16.30
11	12.19	16.46
11.5	12.31	16.63
12	12.43	16.79
12.5	12.56	16.96
13	12.68	17.13
13.5	12.81	17.30
14	12.93	17.47
14.5	13.06	17.65
15	13.19	17.82
15.5	13.32	18.00
16+	13.45	18.18

LONGEVITY STEPS: 17 3%
 20 5%

One-half (1/2) of step increase paid to those moving through the step schedule for 2011-2012. For staff not receiving a step increase, a one-time, off-schedule payment of \$125 paid the first pay in August 2011.

**APPENDIX G
BUMPING MATRIX
UNIT I AND UNIT II**

UNIT I

		Incumbents May Bump Positions Indicated by "X"		
Job	Program	1	2	3
1	Maintenance	X	X	X
2	Head Custodian		X	X
3	General Custodian			X

UNIT II

			Pay Grade 7				Pay Grade 5			PG 3		
Job	PG	Job Description	1	2	3	4	5	6	7	8	9	10
1	7	Finance Technician	X	X	X				X	X	X	X
2	7	Data Technician		X	X				X	X	X	X
3	7	Administrative Assistant		X	X				X	X	X	X
7	5	Administrative Secretary							X	X	X	X
8	5	Support Secretary							X	X	X	X
9	5	Media Services									X	X
10	3	Clerk/Courier										X

**APPENDIX H
CATASTROPHIC DISABILITY COMMITTEE**

SECTION 1. BACKGROUND INFORMATION.

Reference OPEIU contract, Article 21, Section 8, Committee purposes, etc.

SECTION 2. DEFINITION OF "CATASTROPHIC".

A staff member who suffers a grievous disability which does not allow that person to work at any employment currently or in the foreseeable future.

SECTION 3. RECOMMENDATIONS FOR REVIEW OF CATASTROPHIC DISABILITY CASES.

- A. Appointment of Ad Hoc Committee.
 - i. An Ad Hoc Committee will be designated for each situation where consideration of catastrophic disability is necessary.
 - ii. Committee members will include the Human Resources administrator, the supervisor of the involved employee, the appropriate OPEIU Steward and a member designee.

- B. Process and Timelines.
 - i. Counseling/employee information regarding options, including procedure for requesting approval under catastrophic disability.
 - ii. The employee initiates a request for Committee review/recommendation for approval to access catastrophic benefits. This includes consent to obtain physician/ medical reports. Request is sent to the appropriate OPEIU Steward and Human Resources administrator.
 - iii. Based upon the employee involved, the four Ad Hoc Committee members are appointed.
 - iv. Committee convenes/reviews guidelines (Human Resources administrator) and deliberates on the employee's situation, including medical information submitted by the employee. If deemed necessary, the Committee may request a second medical opinion.
 - v. The Committee "votes" individually, by completing a standard form. This includes each member's recommendation and rationale for approving or not approving the employee's request.

- vi. Within fifteen (15) work days of the employee's request to Human Resources administrator, the Committee's recommendation is sent to the Superintendent, with a copy to the employee.
- vii. If the Committee's vote is split (2-2) or a "no" majority, the employee may request a meeting with the Superintendent to appeal the Committee's recommendation. (If the Committee's vote is majority "yes" employee's meeting with Superintendent is unnecessary.)
- viii. Superintendent reviews the Committee's recommendation and makes a decision to approve/not approve within five (5) work days.
- ix. Benefits start with the Superintendent's approval and may extend up to two (2) years. (The District would pick up medical, life, dental, and optical for the approved time.)*

C. Committee Actions.

- i. Discussion of procedures, timelines, examples of prior cases (Human Resources administrator).
- ii. Committee decides whether the employee's physician statement/medical information as submitted provide a sufficient basis for a recommendation. If not, additional medical information may be requested.
- iii. Options for employee/employee advocate presentations to the Committee include: at Committee request (for additional information); at employee's request; or deemed not necessary. An advocate may be appointed to represent the employee if the disability/condition prohibits employee participation.
- iv. Committee deliberations/discussion of case (employee is not present).
- v. Each Committee member completes a form with vote to approve or not approve and rationale (why the case does/does not meet definition of "catastrophic").
- vi. Review Committee votes and considers possible alternatives for the employee involved (retraining, worker's compensation, LTD, retirement, etc.).
- vii. Completion of Committee determination and recommendations sent to Superintendent with copy to the employee. (Superintendent's copy includes attachment of individual Committee forms.)

*The time frame parameters need to be defined in terms of employee status, sick bank time, etc.

LETTER OF AGREEMENT

This Letter of Agreement entered on this 17th day of June, 2011, by and between the Board of Education of Ingham Intermediate School District in the County of Ingham, Michigan, hereinafter referred to as "Board" and the Office and Professional Employees International Union – Local 512, hereinafter referred to as "OPEIU" hereby agree as follows:

The Board and OPEIU agree that during the term of the 2011-2012 collective bargaining agreement, an OPEIU Evaluation Task Force will be formed and charged with developing an Evaluation form and associated tools for all OPEIU staff to be implemented in 2012-13. The Task Force will be made up of representative OPEIU staff as well as administrators.

INGHAM INTERMEDIATE SCHOOL
DISTRICT BOARD OF EDUCATION

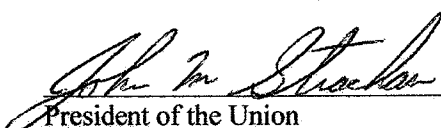


Superintendent

9/7/11

Date

OFFICE & PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION, LOCAL 512



President of the Union

September 7, 2011

Date