

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



JULY 1, 2006 through JUNE 30, 2010

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Comprehensive education at its finest.

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ARTICLE 1 - PREAMBLE

This Agreement is entered into on the 2nd day of February, 2007, by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan, the "Board or Employer", and the Bloomfield Hills Association of Interpreters ("the Association").

ARTICLE 2 - RECOGNITION

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

Interpreters and Interpreter Guide Intervenors. The bargaining unit does not include supervisors, temporary substitute staff, special education center program staff, instructional assistants, and all other staff members.

ARTICLE 3 - REPRESENTATION

A. Officer Notification

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

B. Association Representatives

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

ARTICLE 4 - MANAGEMENT RIGHTS

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

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

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

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

ARTICLE 5 - COMPENSABLE LEAVE DAYS

A. Definition

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

B. Accumulation

Each individual, who works 20 hours or more per week, shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each individual on July 1st. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred twenty (120) days for ten-month staff.

C. Use of Leave Days

Leave may be used in accordance with the following schedule and the Family and Medical Leave Act (FMLA) procedures as outlined in Appendix C. For all absences the individual is required to notify the school administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be confined to the legitimate purposes specified in the schedule which follows immediately.

1. **Personal Illness:** Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that a staff member may be required to provide a physician's statement on a District provided form in cases of illness.
2. **Family Illness:** Bona Fide pressing need due to illness of an individual's spouse, children or parents.

3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as determined by the Human Resources Office, provided such additional leave days are available in the current or accumulated leave bank.

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

4. Personal Leave: Up to three (3) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Human Resources and Labor Relations.
5. Special leave for important and urgent matters that cannot be handled outside school hours or scheduled at any other time. Special leave days, however, will be at the discretion of the Assistant Superintendent for Human Resources and Labor Relations.
6. An interpreter may be provided three days from current leave days, with prior approval from the program supervisor, for the purpose of completing the Quality Assurance (QA), American Sign Language Teacher Association (ASLTA) or Registry of Interpreters of the Deaf (RID) certification, Educational Interpreter Performance Assessment (EIPA) or other required State or National certification.

D. Use of Accumulated Leave Bank

The individual's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above, and in accordance with the Family and Medical Leave Act (FMLA). A copy of the procedures for using the FMLA are attached as Appendix C.

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

E. Leave Day Provisions

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

In the event that the service of an individual is interrupted by reason of discharge, termination, suspension, or leave, and said individual has utilized more sick leave days than have been

accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from last pay check due the individual at the time of interruption.

F. Payout of Unused Leave Days Upon Severance

Upon severance of employment after five (5) year's service, for reasons of death, retirement, or quit with proper notice of not less than two weeks, but not an individual who quits without notice or is discharged, a severance payment for each unused leave day, up to 120 days, will be made by the Board of Education as defined in the schedule described below.

5 years through 10 years	40% of employee's daily rate
11 years through 20 years	60% of employee's daily rate
21 years or more	70% of employee's daily rate

G. Maternity

1. Medical leave related to pregnancy and childbirth is treated as short term disability according to the temporary disability and salary continuation provisions in Article 8(C)(3). The short term disability leave shall begin as soon as the physician completes the appropriate leave forms certifying the employee is unable to perform the functions of the job. (All leave forms are available from the Human Resources Office.)
2. The staff member, upon learning of the pregnancy, must no later than the fourth month of pregnancy, notify the Human Resources Manager in the Human Resources Office. The appropriate leave forms will then be forwarded to the employee for completion by the employee and their physician verifying the estimated date of confinement and their ability to continue employment. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of ability to perform the functions of the job. If these conditions are not met, the administration will initiate the leave.

H. Jury Duty

Individuals who are summoned for jury duty examination and investigation must notify the Human Resources Office within twenty-four (24) hours of receipt of such notice. If such individual then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the individual would otherwise have been scheduled to work. An employee who is released from jury duty and who has sixty (60) minutes or more remaining on their work day, is required to report to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, the individual must furnish the Human Resources Office with a written statement from the appropriate public official listing amounts of pay received,

the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the individual by the court. This payment by the employee shall be made to the Human Resources Office no later than two (2) weeks after the return from jury duty. Any individual found abusing this privilege shall not be entitled to the pay differential.

I. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this official closing is announced on radio stations WJR (760 AM), WWJ (950 AM), WBFH (88.1 FM) or through a program established by the administration, staff will be expected to report for work.

1. In the event of inability to reach work due to inclement weather, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed. An individual who reports to work when school is cancelled due to inclement weather (i.e. snow day) will be paid for all hours worked.
2. In the event a facility must be shut down and the individual has reported for work, the individual may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the individual may be reassigned to another facility.
3. An individual may charge up to a maximum of three (3) days against unused current leave days in the event time is missed due to circumstances as defined in I-1 and 2 above.

ARTICLE 6 - LEAVES OF ABSENCE (noncompensable)

A. Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) of 1993 provides that an unpaid leave of absence may be granted for a maximum of twelve work weeks during a twelve month period to eligible employees for family medical or personal medical reasons. Appendix C to this contract contains the regulation applicable to FMLA leave.

B. Child Care Leave

1. Child care leave shall be considered a non-paid leave. A child care leave of absence will be granted for a maximum of one year (12 months) from the date the short term leave was effective. Family and Medical Leave Act (FMLA) (See Appendix C) for the birth of a child or for placement of adoption or foster care must conclude within 12 months of the birth or placement.

2. An employee desiring to return from leave shall notify the Human Resources Office (Human Resources Manager) in writing and provide the appropriate personnel (*Physician's Release to Return to Work*) form approving the return to work and indicating the employee's ability to resume his/her position. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.
3. Provided the leave does not extend beyond the number of weeks for which the employee is eligible under the FMLA, reinstatement shall be to the same or a comparable position and one for which the employee is qualified. If the leave exceeds the amount of leave an employee is eligible for under FMLA, the return to work is contingent upon a vacancy being available for which the employee is qualified. There shall be no layoff to provide a vacancy.
4. In accordance with this section, a 12 month unpaid leave of absence is available in cases of adoption.

C. Military Leave

Reinstatement from Military Leave

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

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

D. Leave for Association Business

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

E. Conditions for Return from Leave

1. The Board of Education reserves the right to have any individual returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations or with reasonable accommodation acceptable to the employer. Should no vacant position exist, the individual will be considered as unassigned staff.

2. An individual who is on a leave of absence, and does not return upon the expiration of the leave, will be considered to have voluntarily terminated their employment.

ARTICLE 7 - HOLIDAYS

A. A maximum of nine (9) paid holidays per year will be granted to each staff member. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the individual has received permission from the Assistant Superintendent for Human Resources and Labor Relations, in advance, or is on a compensable leave as defined in Article 5 of this Agreement.

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

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

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

For staff members who would not normally be scheduled to work on the day of the designated holiday, holiday pay will be equal to the regularly scheduled weekly hours divided by five (5).

ARTICLE 8 - INSURANCE BENEFITS

A. Benefit Eligibility

1. Compliance with insurance company regulations

The Board will provide a cafeteria benefit plan (*Educated Choices*) that includes coverages and benefits defined in this Article for eligible employees. Employees must fully comply with insurance company regulations regarding qualification for benefits in order to receive benefits.

2. Commencement and duration of coverage

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

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

3. Board reserves the right to change insurance carriers

The Board of Education reserves the right to change carriers and use alternative funding methods. Carrier selection, including self-insurance, shall remain the prerogative of the Board of Education and coverage provisions indicated in this section may vary, but will be comparable to the coverage below.

B. Duplication of Insurance

There shall be no duplication of medical/hospitalization insurance. The staff member must notify the Human Resources Office of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that staff not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the individual. The Association shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

C. Cafeteria Benefits Plan - "Educated Choices"

The Board will provide a cafeteria benefit plan which will encompass all fringe benefits and will include the following options:

1. Eligibility Requirements and Benefits from July 1, 2002 through October 31, 2007

The eligibility requirements and benefits provided in the July 1, 2002 through June 30, 2006 Agreement remain in effect during the time period of July 1, 2006 through October 31, 2007.

2. Benefits for Employees who work 32.5 hours or more per week

For each individual who works 32.5 hours or more per week, the Employer will pay the premium for up to full family hospital/medical, dental, and vision coverage. The Employer will also pay the premium for the following: life insurance, temporary disability and salary continuation coverage, and long term disability insurance as provided in C(3)(c)(d)(e)(f)(g) and (h) in this section.

- a. Hospital/Medical
Blue Cross/Blue Shield of Michigan, PPO, Blue Care Network (BCN) (2006-2007 only) as described in Article 8(C)(2)(a)(1)(2) and (3). The "cost sharing" option, as described in Article 8(C)(2)(b) is also provided.

(1) Preferred Provider Organization (PPO)

Effective November 1, 2007 full family, two person or individual coverage for the Blue Cross/Blue Shield Community Blue PPO Option 1 with no deductible will be provided for eligible employees. The prescription drug co-pay is \$10.00 generic and \$15.00 brand name drugs. A Summary of Benefits is attached as Appendix A. (Appendix A & B are not part of this contract.)

(2) Contribution

Employees eligible for health care will pay a contribution of \$250 (single) or \$500 (two persons or family).

(3) Health Risk Assessment: On November 1, 2007 employees eligible for and enrolled in the District provided health plan will have a Board contribution of \$200 (single) or \$400 (two persons or family) made to their Cafeteria Benefits Plan to offset the contribution. Provided that the employee and spouse (if applicable) participate in the District sponsored annual Health Risk Assessment Plan, the contributions will continue in each subsequent year while the contract is in place. (Note: if only the spouse or employee participate in the Health Risk Assessment, the amount of the Board contribution will be \$200.)

(4) Cash in Lieu of Health Insurance

The employer shall provide a Cash in Lieu of Health Insurance option each year for those individuals who are eligible for but who do not elect the employer-provided hospital/medical insurance. This option shall be in the amount of \$600 for one person, \$800 for two persons, and \$1000 for full family.

b. Dental Care

Classes I, II, and III which includes preventive basic care and prosthetics, a dental plan of Class I - 90%, Class II - 75%, and Class III - 60%, with a maximum per person per year of \$1,000. The percentage of reimbursement for dental care will be in accordance with the coverage and schedule provided by the carrier outlined in the *Educated Choices* workbook.

c. Vision

The vision care program with a \$35.00 cap on frames, will provide services including examination, lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.

3. Benefits for employees who work 25 hours or more per week

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

a. Hospital/Medical

1. Preferred Provider Organization (PPO)

Effective November 1, 2007 individual coverage for the Blue Cross/Blue Shield Community Blue PPO Option 1 with no deductible will be provided for eligible employees. The prescription drug co-pay is \$10.00 generic and \$15.00 brand name drugs. A Summary of Benefits is attached as Appendix A. (Appendix A & B are not part of this contract.)

2. Contribution

Employees eligible for health care will pay a contribution of \$250.

3. Health Risk Assessment

On November 1, 2007 employees eligible for and enrolled in the District provided health plan will have a Board contribution of \$200 made to their Cafeteria Benefits Plan to offset the contribution. Provided that the employee participates in the District sponsored annual Health Risk Assessment Plan, the contributions will continue in each subsequent year while the contract is in place.

4. Cash in Lieu of Health Insurance

The employer shall provide a Cash in Lieu of Health Insurance option each year for those individuals who are eligible for but who do not elect the employer-provided hospital/medical insurance. This option shall be in the amount of \$500 for one person.

b. Life Insurance

The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each individual. The life insurance policy shall pay the employee's designated beneficiary the sum of \$40,000 upon death with a provision for double indemnity in the event of accidental death.

c. Additional Life Insurance

Each staff member will have the option to purchase additional life insurance with

pre-tax dollars, to a maximum of \$300,000 (if permitted by the insurance company) at the beginning of each Flex Election period. Any amount in excess of \$50,000 will be considered as additional imputed income in compliance with current IRS regulations. Evidence of insurability will be required after the initial enrollment period.

d. Dependent Life Insurance

Each staff member will have the option to purchase life insurance for their spouse and/or dependents with after-tax dollars at the beginning of each Flex Election period. The coverage shall be offered in the amount of \$5,000 and \$10,000. Evidence of insurability will be required after the initial enrollment period.

e. Health Care Reimbursement Account

Each staff member will have the option to participate in a pre-tax Health Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

f. Dependent Care Reimbursement Account

Each staff member will have the option to participate in a pre-tax Dependent Care Reimbursement Account as defined by the Internal Revenue Service and as outlined in the *Educated Choices* Workbook.

g. Temporary Disability and Salary Continuation (Short Term Disability)

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

1. For off-the-job sickness and accident, after all leave days have been used or ten (10) work days, whichever is later, the individual will be paid:
 - (a) Up to thirty (30) work days at 75% of the individual's current wages;
 - (b) Up to an additional 210 work days at 60% of the individual's current wages.
2. Any staff member who is absent for five consecutive days will contact the Human Resources Manager and complete the necessary forms provided by the Human Resources Office.

3. Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.

h. Long-Term Disability

1. Benefit

Such disability insurance shall provide benefit of 66 2/3% of the monthly earnings up to a maximum payment of \$1,500.00 per month to the individual who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the individual returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the individual's regular salary divided by 12.

2. Offset

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

3. Separation from Employment

On the date an employee commences long term disability leave, the employee's position will no longer be held open for the employee. However, if the employee is medically able to return to work within 6 months of the date of the commencement of the long term disability leave, the employee will be given priority for placement in a vacant interpreter position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether an employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the District's physician or medical facility do not agree that the employee is medically able to return to work, and independent physician or medical facility, paid by the District, may examine the employee, and this decision will be final. This paragraph does not apply to an employee who retires.

If the employee does not return to work within 6 months from the commencement of the leave, the employee will be separated from employment with Bloomfield Hills Schools.

i. **Worker's Compensation (provided for all employees)**

Benefit

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

No Leave days charged for 120 days

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

No eligibility for short term disability

Should the individual continue to be off work beyond a period of 120 days, the employee shall not then be eligible for short-term disability benefits under Article 8. After the 120-day period, current and bank days may be used, per Article 5. No District supplement will be made after 120 days, as defined above.

Doctor Visits

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

Benefits Beyond One Year

Any benefits beyond one year shall be payable only under the terms of Workers' Disability Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article 8. No other employer provided benefits will be paid for the individual if the individual continues to be off work after one (calendar) year.

Separation from Employment

If an employee on Workers' Disability Compensation leave does not return to work upon the conclusion of one calendar year from the date of the commencement of the leave, the employee's position will not be held open for the employee. However, if the

employee is medically able to return within 18 months of the date of the commencement of the worker's compensation leave, the employee will be given priority for placement in a vacant interpreter position for which the employee is qualified. The Assistant Superintendent for Human Resources and Labor Relations will determine whether the employee is qualified for a vacant position. The employee must supply a physician's authorization permitting the employee to return to work and may be required to have a return-to-work examination by a physician or medical facility designated by the District. If the employee's physician and the district's physician do not agree that the employee is medically able to return to work, an independent physical or medical facility, paid by the District, may examine the employee, and this decision will be final. If the employee retires during this time period, this paragraph does not apply.

If the employee does not return to work within 18 months of the date of the commencement of the leave, the employee will be separated for employment with Bloomfield Hills Schools.

ARTICLE 9 - HEALTH

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

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

ARTICLE 10 - MILEAGE

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

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

C. Mileage reimbursement to out-of-district after school activities will be paid from portal to portal. Mileage is not payable for in-district after school supplemental duties.

ARTICLE 11 - WAGES

A. Salary

2006-2009

STEP	Minimum	QA3/AA/ 60 credit hours	RID/NAD/BA/ ASLTA	1 EIPA	2 EIPA
0	\$15.85	\$16.85	\$17.25	\$19.00	\$21.00
1	\$16.64	\$17.69	\$18.11	\$19.95	\$22.05
2	\$17.47	\$18.58	\$19.02	\$20.95	\$23.15
3	\$18.35	\$19.51	\$19.97	\$21.99	\$24.31
4	\$19.27	\$20.48	\$20.97	\$23.09	\$25.53
5	\$20.23	\$21.51	\$22.02	\$24.25	\$26.80
6	\$21.24	\$22.58	\$23.12	\$25.46	\$28.14
7	\$21.88	\$23.26	\$23.81	\$26.23	\$28.99
8	\$22.53	\$23.96	\$24.52	\$27.01	\$29.86
9	\$23.21	\$24.67	\$25.26	\$27.82	\$30.75
10	\$23.79	\$25.29	\$25.89	\$28.52	\$31.52
11	\$24.39	\$25.92	\$26.54	\$29.23	\$32.31
12	\$24.99	\$26.57	\$27.20	\$29.96	\$33.12
13	\$25.62	\$27.24	\$27.88	\$30.71	\$33.94
14	\$26.26	\$27.92	\$28.58	\$31.48	\$34.79
15	\$26.92	\$28.61	\$29.29	\$32.27	\$35.66

B. Increments and Experience Credit

1. For the 2006-07 school year, the maximum step is step 9.
2. Salary schedule progress will be initiated on July 1 of each school year; however, if the hire date is on or after March 2, a step increment will be given July 1st of the following year.
3. Up to three (3) years maximum credit for outside work experience may be given. In-district experience may be granted for up to five (5) years.
4. Additional Education Pay: Upon proper documentation, employees may receive one of the following additional education pay increments as reflected on the wage schedule:
 - (a) QA III (Quality Assurance), an Associates Degree, or 60 semester hours with a C average or better.

- (b) A Bachelors Degree from an accredited institution of higher learning; employees who complete full Registry of Interpreters of the Deaf (RID), National Association of the Deaf (NAD) and/or American Sign Language Teacher Association (ASLTA).
- (c) Educational Interpreter Performance Assessment (EIPA) certification with a score of 4.0 or above. An employee is eligible for the EIPA-1 wage step if he/she has one EIPA certification (elementary or secondary). The employee is eligible for the EIPA-2 wage step if he/she obtains the other EIPA certification (either elementary or secondary).

In order to receive additional education pay, an employee shall submit their request in writing to the Assistant Superintendent for Human Resources and Labor Relations along with transcripts or documents (satisfactory to the Assistant Superintendent for Human Resources and Labor Relations) that the QA III, Associates Degree, 60 semester hours, Bachelors Degree, RID/NAD or ASLTA have been completed. (For the RID/NAD or ASLTA, full certification must be completed (i.e. passing both the written and performance tests). An employee is entitled to one additional pay increment; the increments are not cumulative.

- 5. Pay Differential for Interpreter Coordinator and Lead Interpreter: A differential of \$1.00 per hour will be paid to the individual designated as interpreter coordinator and a differential of 25 cents per hour will be paid to the building lead interpreter.

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

C. Supplemental Activities

Interpreters will be paid at the rate of time and one-half for time worked in excess of 8 hours per day. The purpose of this provision is to provide compensation to interpreters who return to Bloomfield Hills Schools for after-school activities.

D. Work Schedule

Length of Work Year: Interpreters will be scheduled to work when students are in session. Inservice or other professional activities will be scheduled by the District for interpreters on non-student/teacher work days, but not on teacher record days, or on any days teachers are not required to report to work. Interpreters are to plan the professional development in conjunction with the Deaf & Hard of Hearing Supervisor.

Working Hours: The daily schedule shall include an unpaid duty-free, one-half hour lunch period. Any modification in the daily schedule must have the approval of the appropriate administrator. Efforts will be made to provide forty-five (45) minutes of preparation time per full school day with students. However, if that time is not provided, the interpreter is not entitled to compensation for missed preparation time.

Extended Day Provisions: Interpreters who are required to return or make a separate trip in order to provide services to a student, will be guaranteed pay for two (2) hours, or the actual hours worked if greater than two hours. If the supplemental starts within fifty-nine (59) minutes after the end of the regular work day, the interpreter will be paid from the end of the regular work day through the end of the supplemental. If the supplemental starts one hour or more after the end of the regular work day, then the supplemental is subject to the two hour minimum payment requirement.

ARTICLE 12 - SENIORITY

A. Seniority Date

The seniority of all individuals on the seniority list shall commence with the most recent date of hire by the Board.

B. Loss of Seniority

Employees shall lose seniority and be terminated from employment if any of the following occurs:

1. The employee quits.
2. The employee is discharged.
3. The employee is absent without notice or approval for three (3) consecutive working days.
4. The employee fails to respond to a recall letter within 10 working days from the date of

mailing the letter to the employee's last known address in the employee's personnel file.

- e. The employee is laid off for a period of time exceeding one year.
- f. The employee does not return to work after a medical leave or worker's compensation leave within the time frame provided in Article 8(C)(1)(i) (long term disability) and Article 8(C)(3) (worker's compensation).
- g. The employee fails to maintain current State required qualifications.

C. Seniority (Leaves of Absence)

Staff, while on approved short term disability (Article (8)(C)(1)(h)) or child care (Article (6)(B)) leaves of absences shall accumulate seniority.

ARTICLE 13 - REDUCTION/RECALL

- A. In the event there is a reduction in staff, administration will consider the following in determining which staff will be laid off:
- 1. qualifications of the staff for existing or remaining positions (as determined by administration);
 - 2. job performance of the staff (as determined by administration);
 - 3. attendance (as determined by administration); and
 - 4. seniority

The administrative decision about which staff to lay off is final and is not subject to review under Article 15 - Problem Resolution. The Board reserves unto itself all management rights provided under Article 4 to determine the conditions under which employees will be laid off and recalled.

- B. Staff to be laid off for an indefinite period of time will be given at least 30 calendar days notice of layoff. For purposes of recall, administration will consider the factors outlined in (13)(A) above to determine the order of staff recall. Notice of recall shall be sent to the employee at the last known address as provided by the employee and as shown on the employer's record, by registered or certified mail. If an employee fails to report for work within ten (10) days from the date of mailing of notice of recall the employee shall be terminated.
- C. Each employee is responsible for keeping the Employer advised in writing of any changes of address and will not be excused for failure to report for work or recall if the employee fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

ARTICLE 14 - TUITION REIMBURSEMENT

Reimbursement for college tuition and RID/ASLTA/EIPA certification will be provided for those individuals required or approved to attend school, providing course work is completed with a grade of "B" or better and the Registry of Interpreters of the Deaf (RID) or American Sign Language Teacher Association (ASLTA) or Educational Interpreter Performance Assessment (EIPA) is acquired. Reimbursement is subject to the course work being directly related to the individual's assignment, and having written approval prior to enrollment from the Assistant Superintendent for Human Resources and Labor Relations. The total annual reimbursement for the entire bargaining unit will not exceed five thousand (\$5,000).

Application and supporting information for tuition or RID/ASLTA/EIPA reimbursement shall be filed with the Human Resources Office by June 30 of each year. Contingent on the total reimbursement request, there may be a proration.

ARTICLE 15 - PROBLEM RESOLUTION

A. Concern To Be Processed Within 10 Working Days

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

B. Initial Presentation of Concern

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

C. If Decision Not Satisfactory, Written Concern Presented to Assistant Superintendent for Human Resources and Labor Relations Within 10 Working Days

If the decision is not satisfactory to the employee, the concern shall be reduced to writing and presented to the Assistant Superintendent for Human Resources and Labor Relations within ten (10) working days of the initial meeting. An answer in writing shall be provided within five (5) working days of receipt of the concern.

D. Decision of Assistant Superintendent for Human Resources and Labor Relations

The decision of the Assistant Superintendent for Human Resources and Labor Relations will be final in matters concerning oral and written reprimands, suspensions, other terms and conditions of employment, or interpretation of this agreement. If the decision of the Assistant Superintendent for

Human Resources and Labor Relations is not satisfactory to the individual and the matter concerns a termination of employment an appeal may be made to the superintendent, in accordance with Board of Education Policy 2400. The appeal must be made in writing within ten (10) working days of the decision of the Assistant Superintendent for Human Resources and Labor Relations.

ARTICLE 16 - VACATION

A. Vacation Earnings

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

Regular full time interpreters (32.5 hours per week) will earn up to ten (10) paid vacation days per year.

Earned vacation may be used during the winter, mid-winter or spring recess for eligible staff. Vacation request forms must be completed and are available from the Human Resources Department.

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

B. Additional vacation days for perfect attendance

As an incentive for perfect attendance, interpreters who are present every day during one or both of the following time periods will earn an additional vacation day for each time period he/she has perfect attendance. The time periods are the first reporting day in August to December 31 and January 1 to the end of school year in June. Days taken for funeral leave, snow days, if the building is closed, for approved days taken without pay or for approved days for job required testing in accordance with Article 5(C)(6) will not be counted against the employee for determining eligibility for the additional days.

A maximum of two (2) days will be added to the vacation day payment at the close of the school year. An interpreter must have worked the full six-month period to be eligible for the additional vacation day incentive.

ARTICLE 17 - EFFECT OF AGREEMENT

A. Addendum to Contract

The School Board and the Association mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the

voluntary, mutual consent of the School Board and the Association in an amendment hereto which shall be ratified and signed by both parties.

B. Conformity to Law


This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the union and the staff members in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE 18 - DURATION OF AGREEMENT

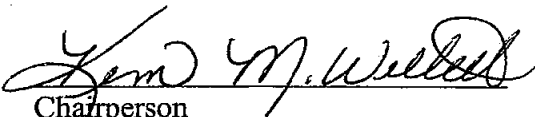
This Agreement shall be effective as of July 1, 2006, and shall continue in full force and effect until June 30, 2010. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing in the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

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

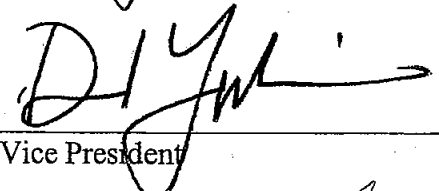
This Agreement was ratified by the Bloomfield Hills Association of Interpreters on January 29, 2007, and approved by the Bloomfield Hills Schools Board of Education on February 1, 2007.



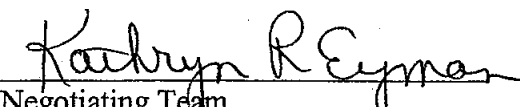
President



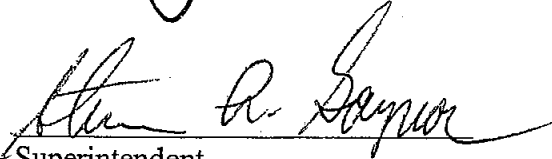
Chairperson



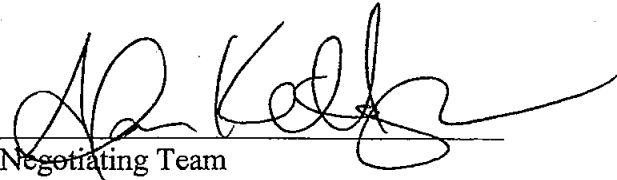
Vice President



Negotiating Team



Superintendent



Negotiating Team

APPENDIX

1. APPENDIX A Summary of Interpreter Benefits
2. APPENDIX B Medical Plan Comparison Chart
3. APPENDIX C Family and Medical Leave Act Procedures
4. APPENDIX D Guidelines for Posting of Vacancies and Transfer Requests/
Transfer Request Sample Form

SUMMARY OF INTERPRETER BENEFITS

Educated Choices Plan Year November 1, 2007 – October 31, 2008

Choices	School District Funding	Special Considerations
Medical Plan		
Community Blue PPO Option 1 1-800-637-2227 www.bcbsm.com	Employee contribution of \$250 (single), \$500 (two-person) or \$500 (family) per flex plan year (20 pays).	Network of doctors and hospitals that have agreed to provide quality services at a reduced cost.
Medical Opt-Out	If you are covered by another Group Medical Plan, you <u>must</u> select the Medical Opt-Out option.	Duplication of health care benefits is prohibited.
Dental Plan		
<u>Benefit Schedule:</u>	100% funding for you and your eligible dependents if you are a full time employee working 32.5 hours per week or more.	Dependents covered ages 19 to 25, if full-time student.
90% Preventive		i.e., cleaning, x-rays
75% Basic		i.e., fillings, root canals
60% Major		i.e., inlays, bridges
\$1,000 Annual Maximum per person		
Vision Plan		
<u>Benefit Schedule:</u> (limited to every 24 consecutive months) Vision exam (\$5 deductible) Combined corrective lenses & frames (\$7.50 deductible) Contacts	100% funding for you and your eligible dependents if you are a full time employee working 32.5 hours per week or more.	Dependents covered ages 19 to 25, if full-time student. You can choose your optometrist or ophthalmologist; however, services are subject to "reasonable & customary" limits. Maximum reimbursement is \$35.00 for frames or non-medically necessary contacts (<u>medically necessary</u> contacts are those necessary for cataract cases).
Employee Life Insurance		
Basic amount is \$40,000. Additional amount of \$5,000 to \$255,000.	100% funding by the District. Available on a pre-tax basis.	The total amount of employee life insurance (Basic plus any Additional) cannot exceed \$300,000. Supplemental life insurance is deducted on a pre-taxed basis. A Personal Health Statement may be required.
Accidental Death & Dismemberment		
Basic amount is \$40,000.	100% funding by the District.	Additional AD&D not available at this time.
Dependent Life Insurance		
\$5,000 or \$10,000 Spouse \$5,000 or \$10,000 Child(ren)	No funding by the District.	Must be paid on an after-tax basis. A Personal Health Statement (PHS) may be required for your spouse (not required for children).
Short-Term Disability (STD)		
After all leave days have been	100% funding by the District.	Additional STD is not available at this

<p>used or 10 consecutive work days, whichever is later, the individual who qualifies for STD will be paid 75% for first 30 days and 60% for up to an additional 210 days provided a Certificate of Health Care Provider form has been completed and returned to Personnel.</p>		<p>time.</p>
<p>Long-Term Disability (LTD)</p>		
<p>66 2/3% of your Basic Monthly Earnings. Begins after 12 months of illness or injury. Maximum monthly benefit is \$1,500.</p>	<p>100% funding by the District.</p>	<p>Additional LTD is not available at this time. The amount received from the Insurance Company will be reduced by any primary remuneration received, or for which you are eligible, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary & dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.</p>
<p>Health Care Reimbursement</p>		
<p>May contribute from \$150 to \$2,500 per year.</p>	<p>No funding by the District</p>	<p>Deducted pre-tax from your pay in 20 equal amounts throughout the year.</p>
<p>Dependent Care Reimbursement</p>		
<p>May contribute from \$150 to \$5,000 per year.</p>	<p>No funding by the District</p>	<p>Deducted pre-tax from your pay in 20 equal amounts throughout the year.</p>

HEALTH RISK ASSESSMENT

Please note:

If you elected medical coverage for the 2007-2008 plan year you will receive a credit of \$200 (single) or \$400 (two-person or family).

Medical Plan Chart

Interpreters (suffix 662)

Service Description	Community Blue PPO Option 1	
	In-Network Provider - Plan Pays	Out-of-Network Provider - Plan Pays
Preventive Services		
Health Maintenance Exam	100%, One per calendar year *	Not Covered
Annual Gynecological Exam	100%, One per calendar year *	Not Covered
Pap Smear Screening (Lab services only)	100%, One per calendar year *	Not Covered
Well-Baby and Child Care	100% of approved amount*, 6 visits, birth through 12 mos.; 6 visits, 13 mos. through 23 mos.; 2 visits, 24 mos. through 35 mos.; 2 visits, 36 mos. through 47 mos.; 1 visit per birth year, 48 mos. through age 15.	Not Covered
Immunizations	100%, covered through age 16. * of approved amount	Not Covered
Fecal Occult Blood Screening	100%, One per calendar year * of approved amount	Not Covered
Flexible Sigmoidoscopy Exam	100%, One per calendar year * of approved amount	Not Covered
Prostate Specific Antigen Screening	100%, One per calendar year * of approved amount	Not Covered
Complete Blood Count	100%, One per calendar year * of approved amount	Not Covered
EKG	100%, One per calendar year * of approved amount	Not Covered
Urinalysis	100%, One per calendar year * of approved amount	Not Covered
Chest X-ray	100%, One per calendar year * of approved amount	Not Covered
Preventive Services Maximum	* Unlimited (No Maximum)	N/A
Deductible Co-pays and Dollar Maximums		
Deductible	None	\$250 per member, \$500 family
Co-pays	Fixed Dollar Co-pays: \$10 Office Visits and \$50 Emergency Room visits. Percent Co-pays: 20% for mental health care and 20% substance abuse care. 50% for Private Duty Nursing.	Fixed Dollar Co-pays: \$50 Emergency Room visits. Percent Co-pays: 20% for mental health care and 20% substance abuse care. 50% for Private Duty Nursing.
Co-pay Dollar Maximums	Not Applicable	Percent Co-pay: Up to \$2,000 per member, Up to \$4,000 per family
Dollar Maximums	\$5 million lifetime per member \$1 million lifetime per covered specified human organ transplant	\$5 million lifetime per member
Mammography		
Mammography Screening	100% of approved amount, Limited to one per cal. year, no age restrictions	80% of approved amount after deductible, Limited to one per cal. year, no age restrictions
Physician Office		
Office Visit	\$10 Co-pay	80% of approved amount after deductible (medically necessary)
Outpatient and Home Visits	100% of approved amount	80% of approved amount after deductible (medically necessary)

Medical Plan Chart

Interpreters (suffix 662)

Community Blue PPO Option 1		
Service Description	In-Network Provider - Plan Pays	Out-of-Network Provider - Plan Pays
Office Consultations	\$10 Co-pay	80% of approved amount after deductible (medically necessary)
Emergency Medical Care		
Hospital Emergency Room - with an approved diagnosis	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network) 100% of approved amount for professional fees	\$50 co-pay, waived if admitted or for an accidental injury (in and out of network) 100% of approved amount for professional fees
Urgent Care Center *	\$10 Co-pay	80% of approved amount after deductible (medically necessary)
Ambulance - (medically necessary)	100% of approved amount	100% of approved amount
Diagnostic		
Laboratory and Pathology Tests	100% of approved amount	80% of approved amount after deductible
Diagnostic Tests and X-rays	100% of approved amount	80% of approved amount after deductible
Radiation Therapy	100% of approved amount	80% of approved amount after deductible
Maternity Services provided by a physician		
Pre-Natal and Post-Natal Care	100% of approved amount	80% of approved amount after deductible
Delivery and Nursery Care	100% of approved amount	80% of approved amount after deductible
Hospital Care		
Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies	100% of approved amount, unlimited days	80% of approved amount after deductible, unlimited days
Inpatient Consultations	100% of approved amount	80% of approved amount after deductible
Chemotherapy	100% of approved amount	80% of approved amount after deductible
Alternative to Hospital Care		
Skilled Nursing Care	100% of approved amount, up to 120 days per calendar year	100% of approved amount, up to 120 days per calendar year
Hospice Care	100% of approved amount, limited to a dollar maximum which is adjusted annually by the state	100% of approved amount, limited to a dollar maximum which is adjusted annually by the state
Home Health Care	100% of approved amount, unlimited visits	100% of approved amount, unlimited visits
Surgical Services		
Surgery – includes related surgical services and medically necessary facility services provided by a BCBSM participating ambulatory surgery facility	100% of approved amount	80% of approved amount after deductible
Voluntary Sterilization	100% of approved amount	80% of approved amount after deductible

Medical Plan Chart

Interpreters (suffix 662)

Service Description	Community Blue PPO Option 1	
	In-Network Provider - Plan Pays	Out-of-Network Provider - Plan Pays
Human Organ Transplants		
Liver, Heart, Lung, Pancreas and Heart-lung (In designated facilities only when coordinated through the BCBSM Human Organ Transplant Program – 800-242-3504)	100% of approved amount, limited to \$1 million maximum per transplant	80% of approved amount after deductible, limited to \$1 million maximum per transplant. Designated facilities only.
Bone Marrow (When coordinated through the BCBSM Human Organ Transplant Program –800-242-3504)	100% of approved amount	80% of approved amount after deductible
Kidney, Cornea and Skin	100% of approved amount	80% of approved amount after deductible
Mental Health Care and Substance Abuse Treatment		
Inpatient Mental Health	80% of approved amount, unlimited days	80% of approved amount after deductible, unlimited days
Outpatient Mental Health	80% of approved amount	80% of approved amount after deductible
Inpatient Substance Abuse	80% of approved amount, unlimited days; up to \$15,000 annual, \$30,000 lifetime maximum	80% of approved amount, unlimited days; up to \$15,000 annual, \$30,000 lifetime maximum
Outpatient Substance Abuse	80% of approved amount, subject to state dollar amount adjusted annually	80% of approved amount, subject to state dollar amount adjusted annually
Other Services		
Allergy Testing and Therapy	100% of approved amount	80% of approved amount after deductible
Chiropractic Spinal Manipulation	100% of approved amount, Up to 24 visits per calendar year	80% of approved amount after deductible, Up to 24 visits per calendar year
Outpatient Physical, Speech and Occupational Therapy	100% of approved amount, up to 60 visits per calendar year	80% of approved amount after deductible, up to 60 visits per calendar year
Other Services (continued)		
Durable Medical Equipment	100% of approved amount	100% of approved amount
Prosthetic and Orthotic Appliances	100% of approved amount	100% of approved amount
Private Duty Nursing	50% of approved amount	50% of approved amount

Medical Plan Chart

Interpreters (suffix 662)

Service Description	Community Blue PPO Option 1	
	In-Network Provider - Plan Pays	Out-of-Network Provider - Plan Pays
Prescription Drug Coverage		
Generic Medications	\$10 co-pay	75% after \$10 co-pay
Brand Name Medications	\$15 co-pay	75% after \$10 co-pay
Mail Order (90-day supply)	\$10 co-pay generic; \$15 brand name	No out of network mail order drug available
Contraceptives	Included	Included

* Each medical plan has a list of participating Urgent Care Centers. Participating Urgent Care Centers will bill services as an office visit. Non-Participating Urgent Care Centers may bill services as a hospital ER visit or an office visit according to established billing practices. Please contact the insurance carriers directly (contact information listed in the Insurance Carrier Contact Information section of the *Educated Choices* workbook) for a listing of Participating Urgent Care Centers.

FAMILY AND MEDICAL LEAVE ACT PROCEDURES

The Family and Medical Leave Act (FMLA) of 1993 (29 U.S.C. 2611 et. seq.) provides that an unpaid leave of absence may be granted for a maximum of 12 work weeks during any twelve month period to eligible employees for family medical or personal medical reasons.

A. Eligible Employees

To be eligible for an unpaid leave of absence, an employee must have been employed by Bloomfield Hills Schools for at least 12 months and have worked at least 1250 hours or 25 hours per week during the 12 month period preceding the commencement of the leave.

B. Definition of 12 Month Period

The 12 month period is a "rolling" 12 month period, measured backward from the date an employee uses any Family and Medical Leave. Each time an employee takes Family and Medical Leave, the remaining leave entitlement would be any balance of the twelve weeks which has not been used during the immediately preceding twelve months.

For example, if an employee has taken eight weeks of leave during the past twelve months, an additional four weeks of leave could be taken. If an employee used four weeks beginning February 1, 1995, four weeks beginning June 1, 1995, and four weeks beginning December 1, 1995, the employee would not be entitled to any additional leave until February 1, 1996. However, on February 1, 1996, the employee would be entitled to four weeks of leave and on June 1, the employee would be entitled to an additional four weeks, etc.

C. Reasons for Leave

Employees may take the unpaid leave of absence for one or more of the following reasons:

1. the birth of the employee's child and to care for the newborn child;
2. the placement of a child with the employee for adoption or foster care;
3. to care for a spouse, child or parent who has a serious health condition;
4. when the employee's own serious health condition renders the employee incapable of performing the functions of his/her job.

Leave taken for the birth or placement for adoption or foster care must conclude within 12 months of the birth or placement.

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D. Definition of Serious Health Condition

A serious health condition is (1) an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or (2) continuing treatment by a health care provider. (See page 44 for further information about the definition of serious health condition.)

E. Intermittent Leave or Reduced Leave Schedule

Where leave is taken to care for a family member with a serious health condition or due to the employee's own serious health condition, leave may be taken intermittently or on a reduced leave schedule (such as a partial day or week) when medically necessary. Such leave is not available for the care of a child after birth or placement. Employees needing intermittent leave or leave on a reduced leave schedule must attempt to schedule this leave to avoid disruption of the operations of Bloomfield Hills Schools.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled.

F. Transfer to Temporary Alternative Jobs

Where an employee requests intermittent leave or leave on a reduced schedule due to the serious health condition of a family member or the employee, and the leave is foreseeable based upon planned medical treatment, Bloomfield Hills Schools may require the employee to transfer to a temporary alternative job for which the employee is qualified and which better accommodates the leave than the employee's regular job. The temporary position will have the equivalent pay and benefits of the employee's regular position.

G. Used of Accrued Leave Days

Bloomfield Hills Schools provides paid leave days and paid vacation days to employees in accordance with the collective bargaining agreement. Employees are required, on commencing the FMLA leave, simultaneously, to take any paid leave for which they are eligible. Once paid leave is exhausted, the employee will be placed on unpaid leave, in accordance with Article XV, Section K (Temporary Disability and Salary Continuation) of the contract. The employee may elect to substitute accrued vacation days for unpaid leave.

If an employee is on leave due to disability or workers' compensation, the leave will be credited against the employee's FMLA leave entitlement. However, an employee is not required to use paid leave while disability and workers' compensation benefits are being received.

H. Written Notice of the Need to Take FMLA Is Required

Leave should be requested, in writing, stating the date the leave will begin and the expected date of return to work. Employees are required to give 30 days notice for foreseeable leaves for birth, adoption, foster care placement, or planned medical treatment. However, if the

reason for leave requires leave to begin in less than 30 days, the employee shall provide such notice as is practicable. Forms for requesting Family and Medical Leave are available in the Personnel Office.

I. Certification of a Health Care Provider

If requested by Bloomfield Hills Schools, an employee must provide a certification by a health care provider to support a claim for leave for an employee's own serious health condition or to care for a seriously ill child, spouse, or parent. Bloomfield Hills Schools may also require a second medical opinion at its own expense. If the first and second medical opinion differ, Bloomfield Hills Schools, at its own expense, may require the binding opinion of a third health care provider approved jointly by the District and the employee. The certification form may be obtained from the Personnel Office.

J. Subsequent Recertification

Bloomfield Hills Schools may require that the eligible employee obtain subsequent recertification on a reasonable basis.

K. Group Health Care Benefits

1. Health care benefits will be continued during the 12 work week leave of absence. The coverage will be continued for the duration of the leave at the same level and under the same conditions coverage would have been provided if no leave had been taken.
2. Employees who normally pay all or a portion of health care premiums prior to leave of absence must continue to pay his/her share of health care premiums during the leave of absence. If premiums are raised or lowered during this time, the employee will be required to pay the new premium rates.

If an employee who normally pays all or a portion of health care premiums fails to make such payments, Bloomfield Hills Schools may, at its option, continue health care coverage to any employee by paying the employee's portion of the health care premiums. If Bloomfield Hills Schools exercises this option, Bloomfield Hills Schools is entitled to recover the additional payments made during the FMLA leave on behalf of the employee while on leave, after the employee returns to work.

Bloomfield Hills Schools will do the same with other benefits (e.g. life insurance, LTD, vision, dental) while the employee is on FMLA leave. If Bloomfield Hills Schools, at its option, pays the premiums, the employee shall reimburse Bloomfield Hills Schools for payments made on the employee's behalf when the employee returns to work.

Appendix C-4

3. If the employee fails to return to work after the period of leave expires, Bloomfield Hills Schools may, subject to certain limited exceptions, recover the premium that Bloomfield Hills Schools paid for health care coverage during the leave period.

L. Medical Release From Doctor Required in Order to Return to Work

Employees who take leave because of personal health problems will be required to furnish a medical release from their health care provider, acceptable to Bloomfield Hills Schools, attesting that they are able to perform the essential functions of their job without injuring themselves or others. The medical release must be provided before the employee returns to work. It is important that, at the end of the leave, the employee report to work on the scheduled day, otherwise, employment is subject to termination. The medical release form may be obtained from the Personnel Office.

M. Spouse Employed by Bloomfield Hills Schools

If a husband and wife are both eligible to take leave and both are employed by Bloomfield Hills Schools, the total number of work weeks of leave to which both may be entitled will be limited to 12 work weeks during any twelve month period if such leave is taken for the birth or adoption of a child or the placement of a foster child; to care for the child after the birth, adoption or foster care placement; or to care for a parent with a serious health condition.

Example: John and Mary Doe both work at Bloomfield Hills Schools and have not used any FMLA leave in the last 12 months. To stay with their newly born child, they may each take six (6) weeks of leave (not 12 weeks), or one may take ten (10) weeks and the other two (2) weeks, or they may decide on some other allocation that totals 12 weeks.

Leave requested because of an employee's own ill health is not subject to this limitation.

N. Restoration to Position After Leave

Except as provided below, an eligible employee who takes leave in accordance with this regulation is entitled, on return from such leave:

1. To be restored to the position of employment held by the employee when the leave commenced; or
2. To be restored to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

The taking of a leave shall not result in the loss of any employment benefit accrued prior to the date on which leave commenced. However, the employee is not entitled to the accumulation of any seniority or employment benefits during any period of such leave, or to any right, benefit, or position of employment other than any right, benefit or position to which the employee would have been entitled had the employee not taken the leave, except in accordance with the contract. Article VIII (Seniority), Section E, provides that employees on medical or maternity leaves of absence shall be able to accumulate up to one year of seniority.

In accordance with Article XVII, Leaves of Absence (Non-Compensable), Section 3, the return to work of employees who take up to twelve months of unpaid leave for the birth or adoption of a child is contingent upon a vacancy being available for which the individual is qualified. There shall be no layoff to provide a vacancy.

If the employee is unable to perform an essential function of his/her position because of a physical or mental condition, the employee has no right to restoration to another position under FMLA.

O. Status and Intention of Employee To Return To Work

During the leave, Bloomfield Hills Schools may require an employee on leave to report periodically on the status and intention of the employee to return to work.

P. Highly Compensated Employees

A highly compensated employee is a salaried, eligible employee who is among the highest paid 10% of the employees employed by Bloomfield Hills Schools. The Bloomfield Hills Schools may deny restoration to employment of a highly compensated employee on leave if:

1. such denial is necessary to prevent substantial and grievous economic injury to the operations of the employer, Bloomfield Hills Schools;
2. Bloomfield Hills Schools notifies the employee of its intent to deny restoration on such basis at the time the District determines that such injury would occur; and
3. in any case in which the leave has commenced, the employee elects not to return to employment after receiving such notice.

Additional information about the Family and Medical Leave Act, including answers to individual questions, may be obtained from the Personnel Department.

Definition of *serious health condition* entitling an employee to FMLA Leave:

A *serious health condition* means an illness, injury, impairment or physical or mental condition that involves one of the following:

1. Hospital Care: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with or because of such inpatient care. A period of incapacity means an inability to work, attend school or perform other regular daily activities due to the serious health condition; treatment for or recovery from the serious health condition.
2. Absence Plus Treatment by a Health Care Provider: A serious health condition involving continuing treatment by a health care provider includes a period of incapacity of more than

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three (3) consecutive calendar days, including subsequent treatment or period of incapacity relating to the same condition that also involves:

- (a) Treatment Two or More Times: by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider. Treatment includes examinations to determine if a serious health condition exists and evaluations of the condition. **Treatment does not include routine physical examinations, eye examinations, or dental examinations.**
- (b) Continuing Treatment: by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider. A regimen of continuing treatment includes, for example, **a course of prescription medication** (e.g., an antibiotic) **or therapy requiring special equipment to resolve or alleviate the health condition** (e.g., oxygen). A regimen of continuing treatment that includes the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed rest, drinking fluids, exercise and other similar activities that can be initiated without a visit to a health care provider, is not, by itself, sufficient to constitute a regimen of continuing treatment for purposes of FMLA leave.
- (c) Pregnancy/Prenatal Care: Any period of incapacity due to pregnancy or for prenatal care.
- (d) Chronic Conditions Requiring Treatment: A chronic condition is one which:
 - (a) requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider;
 - (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g. **asthma, diabetes, epilepsy, etc.**)
- (e) Permanent/Long Term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by a health care provider. Examples include: **Alzheimer's, a severe stroke, or the terminal stages of a disease.**

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- (f) Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery) by a health care provider (or by a provider of health care services under orders of, or on referral by, a health care provider) either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention of treatment, such as **cancer (chemotherapy, radiation, etc.)**, **severe arthritis (physical therapy)**, **kidney disease (dialysis)**.
3. Examples of Conditions that are not Serious Health Conditions: Cosmetic treatments and minor illnesses are not *serious health conditions*. Conditions for which cosmetic treatments are administered (such as most treatments for **acne or plastic surgery**) are not serious health conditions unless inpatient hospital care is required or unless complications develop. Ordinarily, unless complications arise, **the common cold, the flu, earaches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems, periodontal disease**, etc., are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

Guidelines for Posting of Vacancies and Transfer Requests

Under Article 6 of this contract, the Board of Education has retained the exclusive right to hire all employees, determine their qualifications and the conditions for their continued employment, and to promote and transfer all such employees. These guidelines do not supercede or infringe upon that right.

The following are guidelines for posting of vacancies and transfer requests. The guidelines are not part of the collective bargaining agreement between the parties and may be modified at the discretion of the Board of Education.

Posting:

Vacant interpreter positions that occur during the school year will be posted for five work days. However, vacancies that occur between July 15 and September 15 are not required to be posted. An interpreter who would like to be considered for the posted position may apply in writing to both the Personnel Office and the Supervisor of the Deaf and Hard of Hearing Program.

Voluntary Transfer Requests:

An Interpreter may initiate a voluntary transfer request by completing an *Interpreter Transfer Request* form. Transfer requests become void on the last working day in August, or at a time a response is received by the applicant concerning the transfer. An interview to discuss the transfer may be scheduled by the Supervisor of the Deaf and Hard of Hearing Program. If the interpreter and the Supervisor of the Deaf and Hard of Hearing Program are in favor of the transfer, the transfer will take place. If there is no agreement, then the decision of the Director of Special Education shall be final.

Criteria for Filling Vacancies/Transfer Requests:

The Supervisor of the Deaf and Hard of Hearing Program may take the following into consideration when filling vacancies and responding to transfer requests. However, the Supervisor of the Deaf and Hard of Hearing Program retains the exclusive right to make decisions concerning filling vacancies and transfer requests:

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- Recommendations of interview committees (if any)
- Building needs
- Skills to match student needs
- Interpreter requests
- Establishing workable teams in each building
- Concerns/complaints from staff, administration, parents
- Seniority
- Punctuality/attendance
- Satisfactory work record

Special Positions:

- The coordinator position will be posted
- Lead interpreter positions will not be posted, but interpreters will be advised of lead interpreter vacancies by e-mail or telefax.

Involuntary Transfers:

The Supervisor of the Deaf and Hard of Hearing program may place interpreters in different assignments within the same building by notifying the Assistant Superintendent for Personnel of the changed assignment. An interpreter may be transferred to another building after discussion of the proposed change by the Supervisor of the Deaf and Hard of Hearing Program with the affected interpreter. If the interpreter objects to the reassignment, the interpreter may request that the reassignment be reviewed by the Supervisor of the Deaf and Hard of Hearing Program, an interpreter support person (member of bargaining group) and the Director of Special Education or Assistant Superintendent for Personnel. However, the Supervisor of the Deaf and Hard of Hearing Program retains the right to make the final decision.



INTERPRETER TRANSFER REQUEST

Complete the information requested below and forward the Interpreter Request form to the Human Resources Office.

Name: _____

Current Position:	_____	_____
	Title	Building
		Hours per week

Position Desired:	_____	_____
	Title	Building
		Hours per Week

Comments: _____

Interpreter Signature

Date

Supervisor of Deaf & Hard of Hearing Signature

Date

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