

5136a

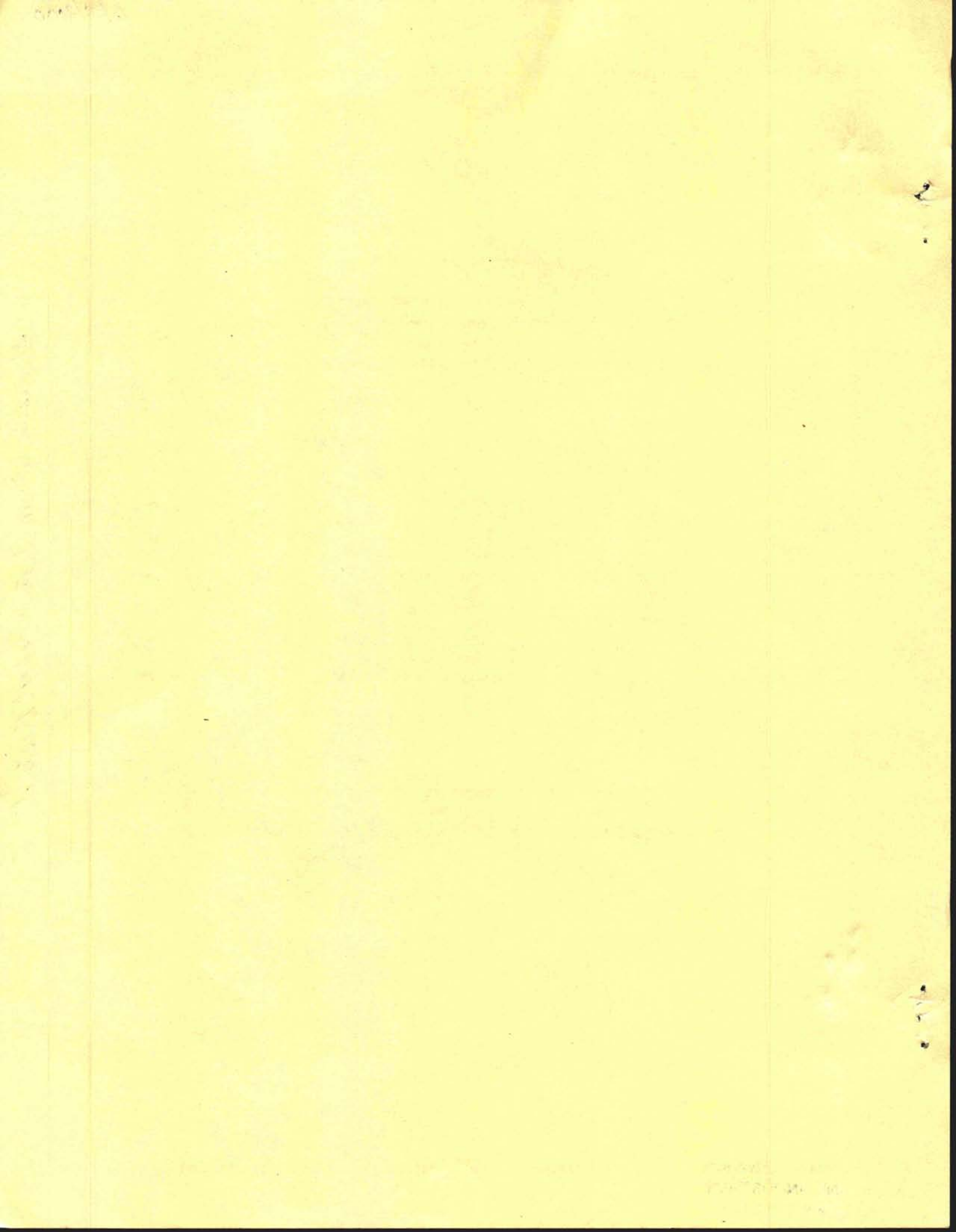
6/30/2000

**Amendment and Attachment  
to the  
Agreement Between the  
Genesee Intermediate School District Board of Education  
and the  
Genesee Intermediate Educational Support Personnel Association  
as  
Amended for 1997-1998  
and  
Extended for 1998-1999 and 1999-2000**



**Addition of Transportation Employees  
to the  
Genesee Intermediate Educational Support Personnel Association**

*Genesee Intermediate School District*



**GIESPA/CAPSC Transportation Problem Solving Subcommittee of CAPSC**

Edward Gwiazdowski  
Director, Business/Management Services

Brenda Franks  
Bus Driver

Dan Klimaszewski  
Assistant Principal, MCIC

Demetria Vela  
Transportation Aide

Al Luce  
Board Labor Relations Consultant

Lane Hotchkiss  
MEA UniServ Director

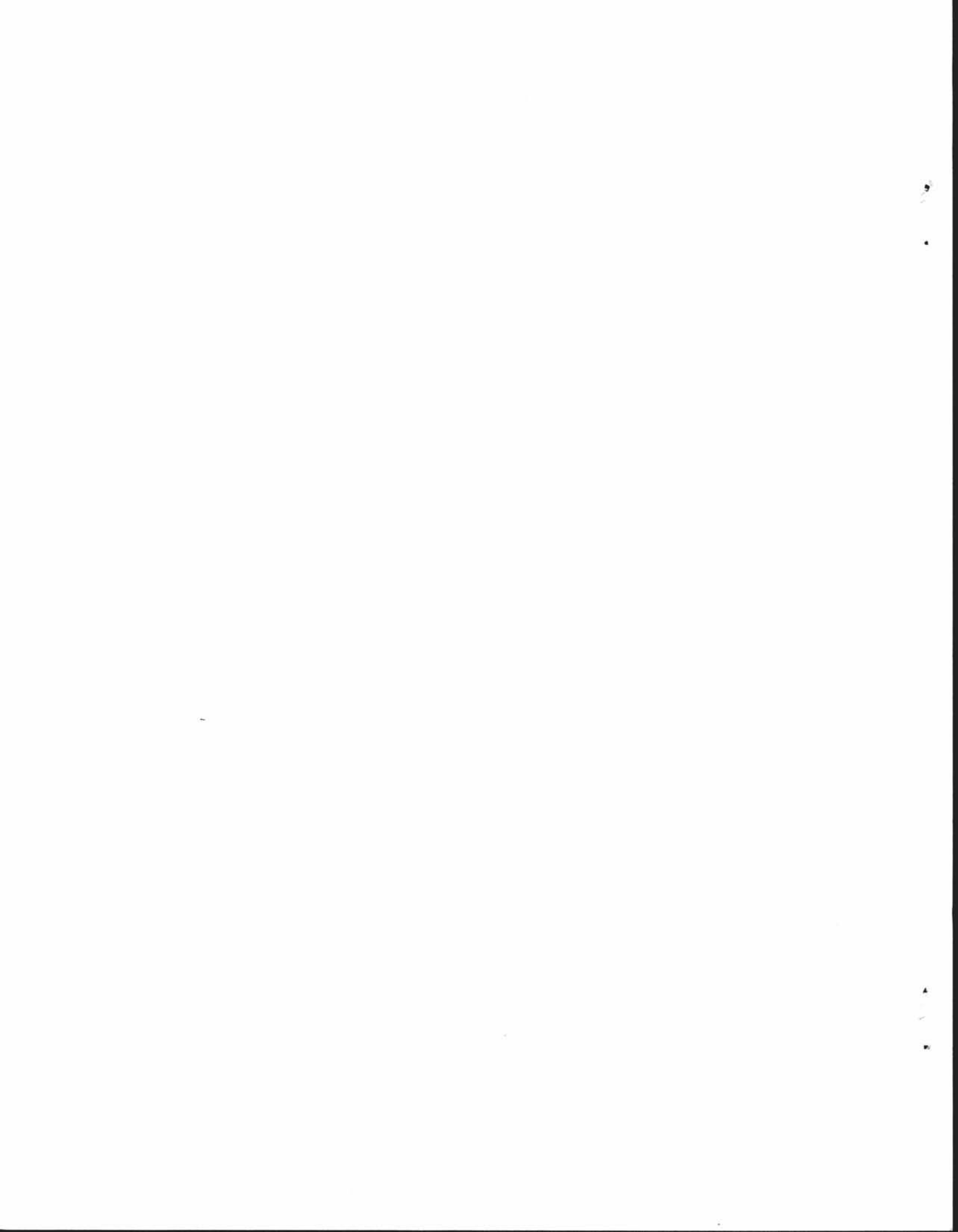
Terese Knag  
Accountant II, Business/Management Services

Debra Marien  
Paraprofessional, Behavior Management, SESC

Connie Burlingame  
Shared-Time Transportation Supervisor

Vickie Owen  
Bus Driver

Thomas B. Princinsky  
Associate Superintendent  
Human Resources



## Table of Contents

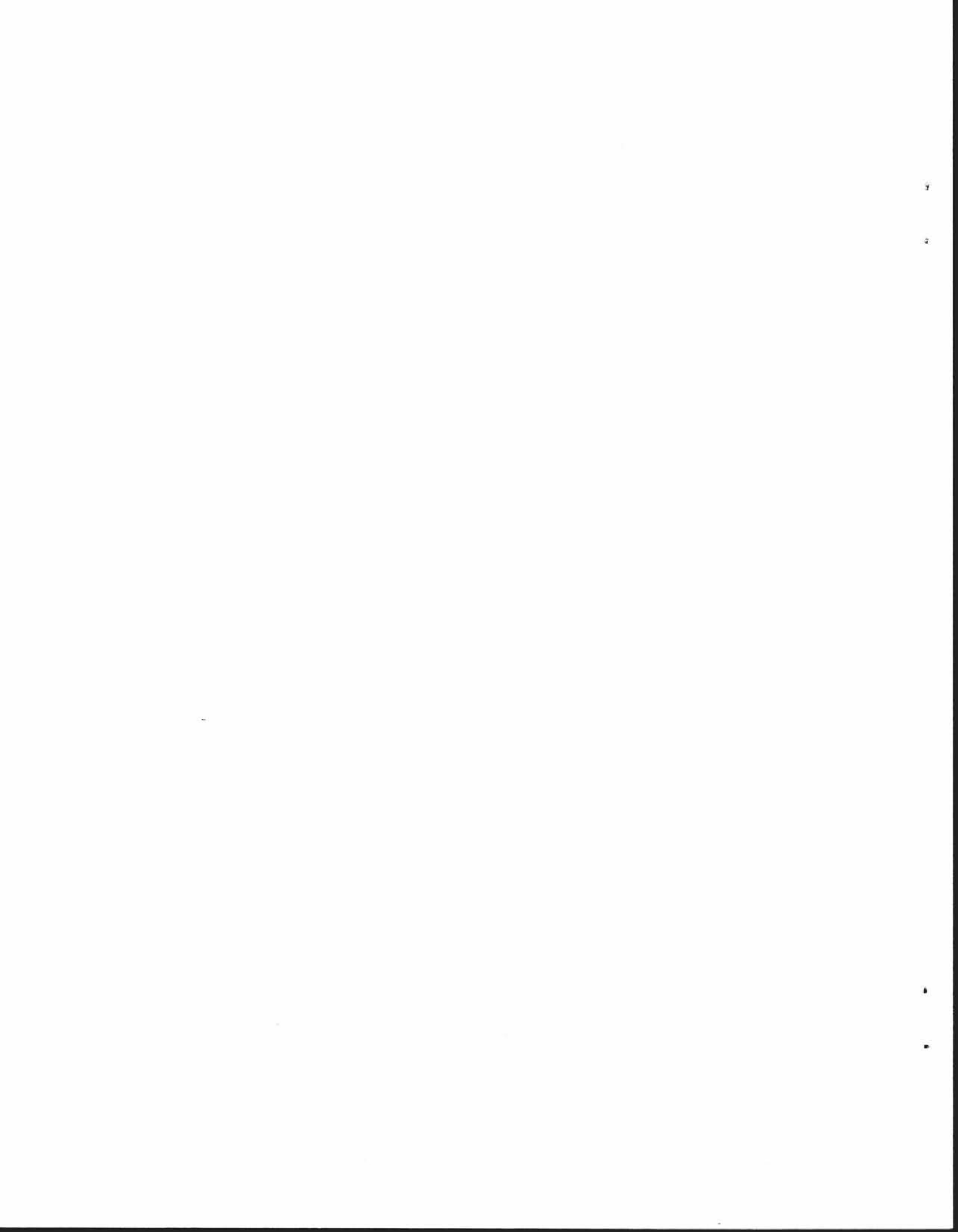
|               |   |    |
|---------------|---|----|
| Article I     | Recognition   | 6  |
| Article II    | Board Rights  | 11 |
| Article III   | Union Rights  | 12 |
| Article IV    | Employee Responsibilities                               | 13 |
| Article V     | Dues or Service Fee Deduction                           | 15 |
| Article VI    | Negotiation Procedure                                   | 17 |
| Article VII   | Grievance Procedure                                     | 18 |
| Article VIII  | Seniority   | 20 |
| Article IX    | Probationary Employees                                  | 24 |
| Article X     | Layoff and Recall                                       | 25 |
| Article XI    | Vacancies, Transfers, Promotions, and Reassignments     | 29 |
| Article XII   | Sick Leave  | 32 |
| Article XIII  | Leaves of Absence                                       | 34 |
|               | Emergency   | 34 |
|               | Without Pay   | 34 |
|               | Educational   | 35 |
|               | Involuntary   | 35 |
|               | Jury Duty   | 35 |
|               | Court Appearance  | 36 |
|               | Child Care Leave  | 36 |
|               | Medical/Disability/Worker's Compensation Leave          | 37 |
| Article XIV   | Vacations   | 38 |
| Article XV    | Insurance Protection and Tuition Reimbursement          | 39 |
|               | Tuition Reimbursement Plan                              | 39 |
|               | Insurance Coverage                                      | 40 |
|               | Health Insurance  | 40 |
|               | Vision Insurance  | 41 |
|               | Dental Insurance  | 41 |
|               | Life Insurance  | 42 |
|               | Disability Insurance                                    | 42 |
|               | Changes in Coverage/Open Enrollment                     | 43 |
|               | Dual Enrollment   | 43 |
| Article XVI   | Contract Administration and Problem Solving Committee   | 45 |
| Article XVII  | No Strike   | 46 |
| Article XVIII | Evaluation  | 46 |
| Article XIX   | Summer Programs   | 47 |
| Article XX    | Wages, Calendars, and Holidays                          | 48 |
|               | Longevity   | 48 |
|               | Salary Schedule:  |    |
|               | Bus Drivers, Transportation Aides, District Couriers    | 50 |
|               | Schedule D: 1998-99 Student Calendar                    | 51 |
|               | Schedule E: 1999-2000 Student Calendar                  | 53 |
|               | Holiday Schedule:                                       |    |
|               | Bus Drivers, Transportation Aides and District Couriers | 55 |
| Article XXI   | Duration of Agreement                                   | 56 |

|  |    |
|--|----|
| Appendix A: Not applicable   | 57 |
| Appendix B:<br>Memorandum of Understanding: Utilization of<br>Sick/Vacation Time in Conjunction with Disability Benefits | 58 |
| Appendix C:<br>1995 Amended GIESPA/Board Finance Committee Employee<br>Insurance Recommendations, September 1, 1994      | 60 |
| Appendix D: Not applicable   | 62 |
| Appendix E: Not applicable   | 62 |
| Index  | 63 |

**Amendment and Attachment to the  
Agreement Between the  
Genesee Intermediate School District Board of Education and the  
Genesee Intermediate Educational Support Personnel Association**

**Addition of Transportation Employees to the  
Genesee Intermediate Educational Support Personnel Association  
In Accordance with Contract Administration and Problem Solving Committee  
Agreement #2 1997-98**

This Agreement entered into this 25th day of August, 1998 by and between the Board of Education of the Genesee Intermediate School District in the County of Genesee, Michigan, hereinafter referred to as the "Board" and Genesee Intermediate School District bus drivers, district couriers and transportation aides represented by the Genesee Intermediate Educational Support Personnel Association, hereinafter referred to as the "Union."





## Article I

### Recognition

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining in respect to wages, hours and working conditions and during the term of the Agreement, for those classified, information processing employees, project specialists and paraprofessionals employed by the Genesee Intermediate School District as certified by the Michigan Employment Relations Commission.

- A. Employee job classifications and positions within job classifications included in the bargaining unit: (Positions within job classifications are listed in order highest to lowest for the purpose of clarifying the bumping order in the event of layoff of staff.)
1. **Accountant**
    - Calendar Year Accountant II
    - Academic Year Accountant II
    - Calendar Year Accountant I
    - Academic Year Accountant I
  2. **Audio-Visual Technician**
    - Calendar Year Senior Audio-Visual Technician
    - Academic Year Senior Audio-Visual Technician
    - Calendar Year Audio-Visual Technician
    - Academic Year Audio-Visual Technician
  3. **A-V Equipment Operator**
    - Calendar Year Head A-V Equipment Operator
    - Academic Year Head A-V Equipment Operator
    - Calendar Year A-V Equipment Operator
    - Academic Year A-V Equipment Operator
  4. **A-V Production Specialist**
    - Calendar Year A-V Production Specialist
    - Academic Year A-V Production Specialist
  5. **Certified Occupational Therapist Assistant**
    - Calendar Year Certified Occupational Therapist Assistant
    - Academic Year Certified Occupational Therapist Assistant

6. **Computer Operator**
  - Calendar Year Computer Operator III
  - Academic Year Computer Operator III
  - Calendar Year Computer Operator II
  - Academic Year Computer Operator II
  - Calendar Year Computer Operator I
  - Academic Year Computer Operator I
  
7. **Computer Programmer**
  - Calendar Year Senior Computer Programmer
  - Academic Year Senior Computer Programmer
  - Calendar Year Computer Programmer II
  - Academic Year Computer Programmer II
  - Calendar Year Computer Programmer I
  - Academic Year Computer Programmer I
  
8. **Custodian**
  - Calendar Year Head Custodian
  - Academic Year Head Custodian
  - Calendar Year Custodian
  - Academic Year Custodian
  
9. **Distribution Center Operator**
  - Calendar Year Distribution Center Operator
  - Academic Year Distribution Center Operator
  
10. **Graphics Assistant**
  - Calendar Year Graphics Assistant
  - Academic Year Graphics Assistant
  
11. **Graphics Specialist**
  - Calendar Year Graphics Specialist
  - Academic Year Graphics Specialist
  
12. **IP Liaison**
  - Calendar Year IP Liaison II
  - Academic Year IP Liaison II
  - Calendar Year IP Liaison I
  - Academic Year IP Liaison I
  
13. **Key Entry Operator**
  - Calendar Year Key Entry Operator
  - Academic Year Key Entry Operator

14. **Network Coordinator**
  - Calendar Year Network Coordinator II
  - Academic Year Network Coordinator II
  - Calendar Year Network Coordinator I
  - Academic Year Network Coordinator I
15. **Nurse Aide/Licensed Practical Nurse**
  - Calendar Year Nurse Aide/Licensed Practical Nurse
  - Academic Year Nurse Aide/Licensed Practical Nurse
16. **Paraprofessional, Special Education Programs**
  - Calendar Year Paraprofessional
  - Academic Year Paraprofessional
17. **Physical Therapist Assistant**
  - Calendar Year Physical Therapist Assistant
  - Academic Year Physical Therapist Assistant
18. **Project Coordinator I**
  - Calendar Year Project Coordinator I
  - Academic Year Project Coordinator I
19. **Project Specialist**
  - Calendar Year Project Specialist II
  - Academic Year Project Specialist II
  - Calendar Year Project Specialist I
  - Academic Year Project Specialist I
20. **Secretary**
  - Calendar Year Program Secretary
  - Academic Year Program Secretary
  - Calendar Year Secretary
  - Academic Year Secretary

Transportation job classifications and positions within job classifications added to the bargaining unit as a result of this amendment and attachment to the master agreement are as follows:

21. **Bus Driver**
22. **Dispatcher/Router**
  - Calendar Year Dispatcher/Router
  - Academic Year Dispatcher/Router
23. **District Courier**
  - Calendar Year District Courier
  - Academic Year District Courier
24. **Transportation Aide**

Excluded employees shall include but will not be limited to supervisors, confidential employees, employees on the supervisory personnel and information processing specialists pay schedule, part-time employees, substitutes, co-op students and all other employees. Part-time employees are those employees working not more than eighteen (18) hours per week and those employees hired for temporary work, including substitutes. Part-time employees hired as of September 18, 1985 may work twenty-four (24) hours per week.

- B. The Board shall have five (5) working days to notify the Union in writing whenever a position is to be reclassified or a new job classification is to be added to the bargaining unit. The Union shall have ten (10) working days to notify the Board in writing of its intent to negotiate the hourly rate for the reclassified or new job classification.
- C. The Board shall provide notice to the Union of all new hires covered by this Agreement. The notice shall include name, job classification, assigned location and initial date of employment.
- D. Temporary, limited duration grant-funded, and/or consortium-funded positions which the Genesee Intermediate School District develops after July 1, 1995 may be placed in the bargaining unit with all rights and privileges under job classifications in Section A above, numbers 1-20, or the Board may post the position outside the bargaining unit.
- E. Positions posted outside the bargaining unit as specified in Section D above will be periodically reviewed by the Contract Administration and Problem Solving Committee, but no later than 12 months after the filling of the position, to determine the following:
  - 1. Whether or not the position should be placed in the bargaining unit within an existing job classification or a new job classification with all rights and privileges as specified in the master Agreement.
  - 2. Whether or not the position should be placed in the bargaining unit within an existing job classification or a new job classification with partial rights and privileges, such as a different salary schedule, work year, fringe benefits, layoff and recall provision, sick and personal leave provisions, etc.
  - 3. Whether or not the position should continue to remain outside the bargaining unit.
- F. All bargaining unit positions created under Section E, numbers 1 and 2 above, shall be posted as new vacant bargaining unit positions should it ever be determined that the position should be placed in the bargaining unit. These positions shall be filled in the following order, provided the employee meets the job requirements:
  - 1. Employee on layoff.
  - 2. Employee on involuntary leave of absence, i.e., medical/disability/worker's compensation.
  - 3. Employee on voluntary leave.
  - 4. Other bargaining unit employee.

5. Nonbargaining unit employee.
- G. Job postings of positions that will be outside of the bargaining unit under Sections D and E above shall contain a statement that the position is not in the bargaining unit, may never be in the bargaining unit, and that the contract, benefits, and rights do not apply to the individual that holds that position.
  - H. Positions outside the bargaining unit under Sections D and E above are not eligible to be bumped, into or from, by bargaining unit employees under Article X, Layoff and Recall, of this Agreement.
  - I. Current bargaining unit members who apply and are selected for a position that is outside of the bargaining unit shall have their seniority frozen and shall not accrue seniority except as may be specifically provided by a CAPSC agreement prior to the individual's commencing employment in the position.
  - J. Employees with frozen seniority shall return to an available position in the bargaining unit in accordance with Article VIII, Seniority, Sections L and M, of this Agreement. Employees on layoff working in a position outside the bargaining unit, Sections D and E above, shall return to an available bargaining unit position in accordance with Article X, Layoff and Recall, of this Agreement.
  - K. The Board and Association agree that the language developed under Sections D through H above is developed as a means for the Board and Association to work together to address the changing role of the Genesee Intermediate School District. Participation in the process shall neither expressly nor by implication be deemed to be a waiver of either party's rights pursuant to the provisions of the Public Employment Relations Act.

## Article II

### Board Rights

- A. The Union recognizes that the Board has and retains the responsibility and authority to manage and direct, by the establishment and administration of policy in behalf of the public, the operations and activities of the Genesee Intermediate School District in all respects and to the full extent of the law.
- B. All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.
- C. It is expressly recognized by way of illustration and not by way of limitation that such rights and functions include but are not limited to the following:
  - 1. Full and exclusive control of the management of the school district, control of property, supervision of all operations; determination of methods, processes, means and personnel by which any and all work will be performed along with the standards to be met by employees; and the composition, size and type of work force.
  - 2. The right to hire, establish and change work schedules; set hours of work; determine qualifications of employees, discipline, demote, suspend, and discharge for cause; establish, eliminate or change classifications; assign, transfer, promote, release and lay off employees.

## Article III

### Union Rights

The employees and the Union as the sole and exclusive bargaining representative shall have the rights granted to them by Act 379 of the Public Acts of 1965, as amended.

- A. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board hereby recognizes that every employee of the Board shall have the right to freely organize, join and support the Union for the purpose of engaging in collective bargaining and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 of the Public Acts of 1965, as amended, or other laws of Michigan or the Constitutions of Michigan and the United States.
- B. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Union either on or off district premises.
- C. A bulletin board or section thereof shall be provided in each building for use of the Union and its members.
- D. The Union and its representative shall be allowed to conduct Union business during nonscheduled work time such as lunch and scheduled breaks provided all parties involved are on nonscheduled time. Said Union business shall not interfere with or interrupt normal work. Failure of employee/employees to adhere to this provision may result in progressive disciplinary action.
- E. Released time for Union business, not including negotiations or grievance processing, shall be provided in the amount of six (6) days per school year. The Union will pay substitute costs. Application for released time shall be made on forms provided by the district.

The superintendent may approve additional days for employees to attend MEA-sponsored conferences such as Win-Win training, leadership training, and summer conferences. The Board and the Union agree that requests and documentation for such conference participation will be approved by the Union president and reviewed with the Associate Superintendent for Human Resources prior to submitting the request to the Superintendent.

- F. Any reprimand, discipline or other action pertaining to employee performance shall be in accordance with the Board policy on corrective discipline. In any disciplinary meeting or hearing, the employee being disciplined may be accompanied by a Union representative. In the event the employee requests representation by a Union representative, no meeting shall be held until a Union representative is available.

## Article IV

### Employee Responsibilities

- A. The Board and the Union recognize that chronic absenteeism is a joint problem that must be corrected.
1. The Union agrees that chronic absenteeism shall be dealt with through Administrative Operating Procedure (AOP) #44, Employee Attendance, and AOP #33, Corrective Discipline.
  2. The Union shall be notified of any Union member whose absenteeism record warrants attention through the corrective discipline procedure.
  3. Nonadherence to AOP #44, Employee Attendance, or AOP #33, Corrective Discipline, shall be subject to the grievance procedure (Article VII).
- B. Employees covered by this Agreement shall provide:
1. Personal data and emergency information.
  2. Employee's Withholding Allowance Certificate, Form W-4, (federal income tax).
  3. Employee's Michigan Withholding Exemption Certificate, MI-W4, (State of Michigan income tax).
  4. Employee's Withholding Certificate for City of Flint Income Tax, FW-4, (this form is required of employees residing or working within the city limits of Flint).
  5. Photocopy of social security card.
  6. Current certificate of automobile insurance (required of all personnel receiving travel reimbursement from the District or driving District vehicles).
  7. Proof of freedom from communicable disease, negative TB test, in accordance with district policy prior to starting work. Currently employed personnel shall be notified within fifteen (15) working days of the expiration of the TB test. Employees shall submit proof of freedom from communicable disease not later than five (5) working days after current expiration date.
  8. Member information form for the Michigan Public School Employees Retirement System (provides for the nomination of a beneficiary).
- C. All new hires employed with the District after July 1, 1997 will be required to use direct deposit for pay. Business/Management Services staff and Genesee Intermediate Educational Support Personnel Association bargaining unit team members will inservice employees on the advantages of direct deposit for pay during the 1997-98 school year. After July 1, 1998 all employees will be required to use direct deposit for pay.



- D. The Board may reimburse an employee who suffers damage to personal property caused by the actions of a student, providing there is no negligence on the part of the employee, said personal property being those items which are necessarily brought to the workplace and/or essential to performance of regular duties. The employee shall provide the Superintendent with proof to substantiate the employee's loss.
  
- E. Upon written authorization from the employee and consistent with Board policy and procedure, the Board shall deduct from the wages of the employee through a payroll deduction plan such deductions as annuities, credit union, savings bonds and United Way or any other deductions jointly approved by the Union and the Board.

## Article V

### Dues or Service Fee Deduction

- A. Employees covered by this Agreement who are members of the Union or have certified themselves as nonmembers of the Union because of personal and private convictions, shall be required, as a condition of continued employment, to continue membership in the Union or pay a legally permissible amount as specified by the Union as a service fee.
- B. Regular dues or service fees shall be deducted in installments, September through June, as agreed upon between the Union and the Board, provided the employee has sufficient earnings during each pay to cover such deduction.
- C. The employer agrees to remit the collected dues or service fees once a month to the designee of the Genesee Intermediate Educational Support Personnel Association accompanied by an alphabetized list of employees and the amounts deducted.
- D. Dues or service fee authorizations must be filed with the Board on or before the fifteenth (15th) day of August of each school year to become effective with the first deduction in September. Dues or service fee authorizations filed after August 15th must be filed with the Board on or before the fifteenth (15th) day of the month to become effective the first deduction of the month immediately following the month in which the authorization is presented.
  - 1. Employees selecting the option to pay Union dues or a service fee in cash shall make such payment in full by September 30 of each school year. New hires shall make such payment in full within thirty (30) days from date of hire.
  - 2. Employees making full payment of Union dues or a service fee shall be entitled to a pro rata refund from the Union, should they terminate employment with the Genesee Intermediate School District prior to June 30.
- E. Dues or service fee authorizations, once filed with the Board, shall continue in effect unless revoked in writing and signed by the employee, as provided by the guidelines stated on the membership application.
- F. The Union shall on or before the fifteenth (15th) day of August of each school year give written notification to the Board listing the employees and the total amount of dues or service fees to be deducted for each employee during that school year.
- G. All refunds claimed for dues or service fees of the Union shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of dues deducted by the Board and paid to the Union when the deduction is in error.
- H. Any employee who shall refuse to pay the dues or service fees as required by the Article shall be subject to dismissal upon filing of written charges by the Union as follows:
  - 1. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance, and shall provide ten (10)

working days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

2. If the employee fails to comply, the Union may file charges in writing with the Board and shall request termination of the employee's employment. A copy of the notice of noncompliance and proof of service shall be attached to said charges.
  3. The Board upon receipt of said charges and request for termination shall conduct a due process hearing on said charges within thirty (30) calendar days except for convenience of the Board, not to exceed forty-five (45) calendar days. The Union shall reimburse the Board for all expenses incurred as a result of the due process hearing. In the event of compliance at any time prior to discharge, charges shall be withdrawn. The Union, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the dues or service fees.
- I. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article of the Agreement. The Union further agrees to indemnify the Board for any damages which may be assessed against the Board as a result of said suit or action, subject to the following conditions:
1. The Union, after consultation with the Board, has the right to decide whether to appeal the decision of any court or tribunal regarding the validity of this Article, or the defense which may be assessed against the Board by any court or tribunal.
  2. The Board shall reserve the right to retain counsel of its choice in all hearings. The Union agrees to reimburse the Board for expenses of hearings including legal fees.
  3. The Union has the right to retain legal counsel of its choice to defend any said suit or action.

## Article VI

### Negotiation Procedure

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless there is mutual consent by both parties.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside of the school district. Efforts shall be made by both parties to this Agreement to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and membership of the Union, but the parties mutually pledge that representatives selected by each party shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.
- C. Negotiations shall commence sixty (60) calendar days preceding the expiration of this Agreement, upon proper notice from the Union to the Board.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the dispute settlement machinery of the Michigan Employment Relations Commission.
- E. Savings Clause - Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof.
- F. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment of this Agreement. This section subject to provisions of Section B above.

## Article VII

### Grievance Procedure

- A. Any employee or group of employees believing that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, except a statute specifically establishing a procedure for redress, relating to wages, hours, terms or conditions of employment, may individually or through the Union file a written grievance with the Board or its designated representative. Such grievance shall specify the remedy desired, the specific Section of the contract that has been violated and shall be signed by the employee(s). The dismissal of a probationary employee shall not be subject to the grievance procedure.
- B. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. The number of days indicated at each level shall be considered as maximum; however, every effort shall be made to expedite the process. In case of unusual circumstances, the time limits may be extended by mutual consent of the parties. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given an opportunity to be present at such adjustment.
- C. A grievance must be filed within twenty (20) working days of the occurrence or reasonable knowledge thereof. However, the 20-day grievance filing deadline is delayed whenever an alleged violation, misinterpretation or misapplication of any provision of this Agreement is referred to the Contract Administration and Problem Solving Committee as specified in Article XVI, Section E.
- D. Level I  
An employee with a grievance shall first present the subject for grievance to the employee's immediate supervisor for informal processing. The immediate supervisor and grievant may mutually agree to request the presence of the next higher level administrator, such as the department director or program administrator, to assist in resolving the grievance. The immediate supervisor and employee shall have five (5) working days to meet and resolve the problem. In the event the problem is not resolved, the employee shall submit the grievance in writing to the department director, or designated administrator or immediate supervisor, together with the Union representative or through the Union representative if authorized by the employee. The department director, designated administrator, immediate supervisor and the employee shall have ten (10) working days to meet and resolve the grievance. If the grievance is not resolved, the department director or designated administrator shall have ten (10) working days to answer the grievance in writing.
- E. Level II  
In the event the grievance is not satisfactorily resolved at Level I, written notice of intent to proceed to Level II shall be given to the Superintendent or his designated representative within five (5) working days of receipt of the written decision at Level I. If the Union gives notice to proceed with the grievance, a meeting shall be held between a representative of the Union and the Superintendent or his designated representative within

ten (10) working days of receipt of notification that the grievance is being pursued. A written answer shall be returned to the employee and the Union within ten (10) working days of said meeting.

F. Level III

If the decision of the Superintendent or his designee is not satisfactory to the Union, the grievance may be submitted to arbitration by the Union within ten (10) working days of the receipt of the written answer at Level II. Said letter of intent to proceed to arbitration shall be submitted to the Superintendent. An individual grievant may not process a grievance to arbitration.

Within fifteen (15) working days after notice of intent to arbitrate has been given, either the Union or the Board may submit the grievance to the American Arbitration Association and the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing.

The fees and expenses of the arbitrator under this Article shall be jointly shared by the Board and the Union. Any other expenses such as cost involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.

- G. If a grievance arises from an action of authority higher than the supervisor or involves more than one (1) building, the Union may present such grievance at Level II of the grievance procedure. The Superintendent or his designated representative may request that said grievance be returned to Level I for disposition.
- H. Any reprimand, discipline or other action pertaining to employee performance shall be in accordance with the Board policy on corrective discipline and the administrative directive on progressive, corrective discipline. In any disciplinary meeting or hearing, the employee being disciplined may be accompanied by a Union representative. In the event the employee requests representation by a Union representative, no meeting shall be held until a Union representative is available.

## Article VIII

### Seniority

- A. Seniority shall be defined as length of service within the district as a bargaining unit employee beginning with the employee's first working day. A bargaining unit employee shall be defined as an employee who is working at least 18 hours per week, has successfully completed the probationary period and is assigned to a bargaining unit position. Substitute employees are not considered to be bargaining unit employees.
- B. The Board and the Union agree that as of December 14, 1993 seniority for GIESPA employees will be calculated by using a formula of 180 days/1,260 hours as follows:
1. Bargaining unit employees working 180 days or a total of 1,260 hours from the period of July 1 to June 30 shall receive 1.00 years of seniority credit for that school year. Earned sick and vacation time shall accrue seniority.
  2. Portions of a year less than 1.00 for employees not meeting the requirements above will be calculated by dividing the employee's work days including paid sick and vacation time by 180 days, or the employee's work hours including paid sick and vacation time by 1,260 hours. The method used (180 days or 1,260 hours) will be the one that gives the employee the largest number for seniority credit.
  3. Seniority years of credit will be calculated to the nearest hundredth. Example: 16.367 will be converted to 16.37 years.
  4. In the event two or more employees have the same seniority number to the nearest hundredth in the same position within a job classification, the employee with the earliest date of hire shall be considered the employee with the most seniority.
  5. Should a tie still exist, a drawing, if necessary, will be held with representatives of the Union and Board present to determine position on the seniority list by job classification. Affected employees shall be informed of the drawing and may elect to be present.
  6. Less-than-full-time bargaining unit employees will be given seniority credit utilizing the 180 days/1,260 hours formula retroactive to the date they were recognized by the district as being eligible for membership in the bargaining unit.
- C. The Board and the Union agree that as of May 1, 1998, seniority years of credit for GIESPA bargaining unit transportation employees (bus drivers, district couriers and transportation aides) will be calculated by using a formula of 36 weeks x 18 hours per week = 648 hours per year as follows:
1. Bargaining unit transportation employees working at least 648 hours from the period of July 1 to June 30 shall receive 1.00 years of seniority credit for that school year. Earned sick time shall accrue seniority.

2. Portions of a year less than 1.00 for transportation employees not working at least 648 hours from the period of July 1 to June 30 above will be calculated by dividing the employee's total work hours, including paid sick time, by 648 hours.
  3. Seniority years of credit will be calculated to the nearest hundredth. Example: 548 hours worked ÷ 648 hours = .8456 years of seniority credit which will be rounded to .85 years.
  4. The Union and the Board recognize that over 35 transportation employees were hired at the beginning of the 1997-98 school year to implement the pilot special education transportation program. As a result, GIESPA bargaining unit transportation employees hired between August 19, 1997 and September 13, 1997 will participate in a drawing to determine order of seniority within job classification. The employee with the lowest number assigned as a result of the drawing will be considered the employee with the most seniority in their job classification.
  5. In the event two or more bargaining unit transportation employees in the same job classification hired after September 13, 1997 have the same seniority years of credit to the nearest hundredth, the employee with the earliest date of hire shall be considered the employee with the most seniority. Should a tie exist, a drawing, if necessary, will be held with representatives of the Union and the Board present to determine position on the seniority list by job classification. Affected employees shall be informed of the drawing and may elect to be present.
- D. Short-term leaves of absence not exceeding 25 work days and jury duty shall accrue seniority.
- E. Employees on medical/disability/worker's compensation leaves of absence as described in Article XIII, Leaves of Absence, Section I, being carried as active employees shall accrue seniority for a minimum of six (6) months or the end of the contract year, June 30, whichever is longer, for the days the employee is normally scheduled to work, subject to Section J below.
- F. Employees may not earn more than 1.00 years of seniority credit for any school year.
- G. Additional hours worked in one school year from July 1 to June 30 may not be transferred to another school year for the purpose of calculating seniority credit.
- H. Employees transferring from one bargaining unit classification or position within a classification to another on a temporary basis (i.e., summer employment) shall earn credit toward their year of seniority for the July 1 to June 30 period, provided the position is recognized as a bargaining unit position in Article I, Recognition, of the master agreement.
- I. Employees shall not earn seniority credit for the following:
1. Long-term unpaid leaves of absence.
  2. Unpaid family/medical leaves of absence.



3. Medical/disability/worker's compensation leave of absence that necessitates placing the employee on inactive status in accordance with Article XIII, Leaves of Absence, Section I, of the master agreement.
  4. Time off without pay as a result of corrective discipline.
  5. Unpaid time off for the purpose of child care, subject to Section J below, or the adoption of a child.
  6. Time that the employee is on layoff.
- J. Employees on a child care leave of absence who are medically unable to return to work shall earn credit toward seniority provided they submit medical verification from a licensed physician to the Human Resources Department. The physician's statement must indicate a return-to-work date even if the employee plans to remain on an approved child care leave of absence beyond the period covered by the physician's statement. The intent of this section is to treat the first six (6) or eight (8) weeks immediately following the birth of the child in the same way as any other medical/disability leave.
- K. Transportation employees employed in a different job classification in the bargaining unit shall earn seniority in the new job classification in which they are employed in accordance with Section B above. Their current transportation seniority shall be recalculated as follows:
1. **Employee A** works 548 hours in 1997-98 and 1,440 hours in 1998-99. The calculation for transportation seniority is:

| July 1 to June 30              | Employee Worked | Transportation Seniority Calculated | Transportation Seniority Earned |
|--------------------------------|-----------------|-------------------------------------|---------------------------------|
| 1997-98                        | 548 hours       | $548 \div 648 = .8456$              | .85 years                       |
| 1998-99                        | 1,440 hours     | $1,440 > 648 = 1.00$                | 1.00 years                      |
| Total transportation seniority |                 |                                     | 1.85 years                      |

Upon reclassification to another job classification, the transportation seniority for Employee A is recalculated to the 180 days/1,260 hours formula in Section B above:

| July 1 to June 30         | Employee Worked | Section B Calculation    | Converted Seniority |
|---------------------------|-----------------|--------------------------|---------------------|
| 1997-98                   | 548 hours       | $548 \div 1,260 = .4349$ | .44 years           |
| 1998-99                   | 1,440 hours     | $1,440 > 1,260 = 1.00$   | 1.00 years          |
| Total converted seniority |                 |                          | 1.44 years          |

Employee A begins employment in another job classification with 1.44 years of seniority.

2. **Employee B** works 548 hours in 1997-98 and 980 hours in 1998-99. The calculation for transportation seniority is:

| <b>July 1 to June 30</b>       | <b>Employee Worked</b> | <b>Transportation Seniority Calculated</b> | <b>Transportation Seniority Earned</b> |
|--------------------------------|------------------------|--|--|
| 1997-98                        | 548 hours              | $548 \div 648 = .8456$                     | .85 years                              |
| 1998-99                        | 980 hours              | $980 \div 648 = 1.00$                      | 1.00 years                             |
| Total transportation seniority |                        |  | 1.85 years                             |

Upon reclassification to another job classification, the transportation seniority for Employee B is recalculated to the 180 days/1,260 hours formula in Section B above:

| <b>July 1 to June 30</b>  | <b>Employee Worked</b> | <b>Section B Calculation</b> | <b>Converted Seniority</b> |
|---------------------------|------------------------|------------------------------|----------------------------|
| 1997-98                   | 548 hours              | $548 \div 1,260 = .4349$     | .44 years                  |
| 1998-99                   | 980 hours              | $980 \div 1,260 = .7777$     | .78 years                  |
| Total converted seniority |                        |                              | 1.22 years                 |

Employee B begins employment in another job classification with 1.22 years of seniority.

- L. An employee who is promoted to a position outside the bargaining unit shall have their seniority frozen and shall be identified on the seniority list.
- M. Employees with frozen seniority wishing to return to a position within the bargaining unit shall return to the first available position provided they meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy for the position for which they believe they are eligible.
- N. Seniority shall be terminated for the following reasons:
1. Employee quits.
  2. Employee is discharged.
  3. Employee retires.
  4. Employee is laid off and loses recall rights under Article X, Section J.
- O. A current seniority list for all bargaining unit job classifications shall be published by August 1 of each year.

## Article X

### Layoff and Recall

A. Should it become necessary to lay off staff, such layoffs shall be by job classification in accordance with district seniority. When there is more than one position identified under a job classification, then layoff shall be in the identified position within that job classification.

1. Job classifications and positions within job classifications, are set forth in Article I, Section A, items 21, 22, 23 and 24 of this amendment to the master agreement.

Example: **Bus Driver** is a job classification. Positions within the **Bus Driver** job classification are Bus Driver. Levels of position listed highest to lowest are:

Bus Driver

Example: **Dispatcher/Router** is a job classification. Positions within the **Dispatcher/Router** job classification are Dispatcher/Router. Levels of position listed highest to lowest are:

Calendar Year Dispatcher/Router  
Academic Year Dispatcher/Router

Example: **Transportation Aide** is a job classification. Positions within the **Transportation Aide** job classification are Transportation Aide. Levels of position listed highest to lowest are:

Transportation Aide

Example: **District Courier** is a job classification. Positions within the **District Courier** job classification are District Courier. Levels of position listed highest to lowest are:

Calendar Year District Courier  
Academic Year District Courier

2. Calendar year positions shall be defined as those positions where the employee is scheduled to work 46 through 52 weeks for 230 through 260 paid work days. Paid work days shall include paid holidays and vacation time, if applicable.
3. Academic year positions shall be defined as those positions where the employee is scheduled to work 36 through 45 weeks for 180 through 229 paid work days. Paid work days shall include paid holidays and vacation time, if applicable.
4. The Board and Union agree that employees will work out of several regional sites (bus garages) in order to provide an economical, efficient and quality transportation program for the students we serve. Employees may be required as a result of layoff, bumping, transfer and/or reassignment to work out of a different regional site (bus garage) in order to meet the requirements of their work schedule.

## Article IX

### Probationary Employees

- A. New transportation employees shall be considered as probationary employees until they have been employed at least 120 work days and a total of 480 work hours, but no longer than 180 work days. After completion of 120 work days and a total of 480 work hours, transportation employees shall be considered as regular employees and their seniority will start as of their most recent date of hire in a bargaining unit position.
- B. In the event probationary employees are absent during the probationary period, the number of days absent shall be added to the 120 work days probationary period.
- C. Probationary employees shall not have recourse to the provisions of Article VII, Grievance Procedure, in the event they are laid off or discharged except that they may grieve a problem as it relates to the accumulation of days toward completion of the probationary period.

Footnote: The probationary period for new hires for the 1998-99 school year will be 120 work days/480 work hours and the same for the 1999-2000 school year if seven (7) or more transportation employees are hired at the beginning of the 1999-2000 school year. If less than seven (7) employees are hired at the beginning of the 1999-2000 school year, the probationary period will be 60 work days/240 work hours.

B. The following procedures will be followed in laying off staff:

1. The department director/program administrator shall determine necessary reductions by program/department and position and notify the Associate Superintendent for Human Resources of a need to lay off the employee(s).
2. Probationary employee(s) within the affected program/department and position shall be laid off first in inverse order of hire date. If further reductions are necessary, employee(s) with the least seniority shall be laid off.
3. The Associate Superintendent for Human Resources shall notify the affected employee(s) and representatives of the Union of a need to meet to discuss possible layoff(s).
4. The affected employee(s) and representatives of the Union shall meet with representatives of the District to review the reductions and bumping rights of the affected employee(s).
5. The affected employee(s) shall have five (5) working days from the meeting set forth in number 4 above to submit a written request to the Associate Superintendent for Human Resources to transfer or bump provided a position is available or a position is filled by a less senior employee.
6. Employees may volunteer to take a lower level and/or lower work year position in order to reduce the number of bumped positions in the district. Employees who volunteer shall retain reassignment rights to an equivalent position for a period of time equal to their seniority, but not more than four (4) years from the date of reassignment.
7. Employees exercising bumping rights will bump to the lowest senior position in the district within their job classification and within their level of position (calendar year or academic year) and will bump in the following order subject to number 6 above.

a. Same level position within their job classification:

Example:

- A Bus Driver bumps a Bus Driver.
- A Transportation Aide bumps a Transportation Aide.

b. A lower work year position within their job classification:

Example:

- Calendar year Dispatcher/Router bumps an academic year Dispatcher/Router.
- Calendar year District Courier bumps an academic year District Courier.

- C. Should it become necessary to reduce the work schedule from a calendar year (46 through 52 weeks) to an academic year (36 through 45 weeks) for a calendar year dispatcher/router or a calendar year district courier, the following procedure will be implemented:
1. The department director/program administrator shall notify the Associate Superintendent for Human Resources of a need to change work schedule(s) and indicate the effective date of change.
  2. The Associate Superintendent for Human Resources shall notify in writing the affected employee(s) and representatives of the Union.
  3. The employee(s) will have five (5) working days from receipt of the written notice to notify the Associate Superintendent for Human Resources in writing of their intentions as follows:
    - Remain working in the position to be rescheduled.
    - Request reassignment or the right to bump into the lowest senior calendar year same level position within their job classification provided a position is available or a position is filled by a less senior employee.
- D. Following receipt of a request for reassignment as a result of the procedure in Section C above, the District shall transfer, reassign or bump the lowest senior calendar year employee to the position to be rescheduled in Section C above and then reassign the employee with the higher seniority calendar year status to the same level position within their job classification.
- E. All other schedule changes resulting in a reduction in employee work schedules will follow the procedures as specified in Section C above, except voluntary work-year reductions, which will follow AOP #30, and flexible work schedules, which will follow AOP #55.
- F. Employees who are laid off shall receive sixty (60) calendar days written notice except in an accident caused directly or indirectly by acts of God or in case of inoperable physical facilities or equipment due to no cause of the Genesee Intermediate School District. Such conditions may result from, but are not limited to, fire or damage caused by means to extinguish fire, lack of power, light, heat or refrigeration.
- G. Employees on layoff shall not accumulate seniority except in accordance with Article VIII, Section C, of this Agreement.
- H. Employees may volunteer to take a reduction in their work day. Employees who take a voluntary reduction in their work day in order to prevent or reduce layoffs shall receive full seniority. Employees who take a voluntary reduction in their work day for personal reasons shall have their seniority adjusted in proportion to time worked.
- I. Laid-off employees shall be recalled by position within job classification in reverse order of layoff. Laid-off employees shall be recalled before employees on leaves of absence without pay in excess of 25 work days (Article XIII, Section B) and child care leaves in excess of one (1) year (Article XIII, Section H).

- J. Employees shall be eligible for recall for a period of time equal to their seniority but not more than four (4) years from date of layoff.
- K. Notice of recall may be served personally to the employee or sent by certified mail to the employee's last known address. The employee is responsible for reporting changes of address to the Human Resources Department. The employee shall have ten (10) working days to report to work from the date of the delivery of the notice.
- L. An employee not reporting to work after ten (10) working days following the date of the delivery of the notice will be considered a voluntary quit. An employee refusing recall to a lower level position within their job classification shall be considered a voluntary quit. An employee refusing an offer to return to the same level position held at the time of layoff or not responding within ten (10) working days shall lose the return right to their previous position.

## Article XI

### Vacancies, Transfers, Promotions, and Reassignments

- A. A vacancy shall be defined as an unfilled position within the bargaining unit or a newly created position subject to be in the bargaining unit.
1. A position shall be deemed vacant when the projected or actual duration of the vacancy is more than sixty (60) working days unless:
    - a. A bargaining unit member is in a position being reclassified and is qualified for the reclassified position.
    - b. A bargaining unit member is on involuntary leave of absence (including layoff), or voluntary leave of absence and able to return to the first available position within their job classification.
    - c. In extenuating circumstances, the Board and the Union may agree to extend the sixty (60) working day vacancy definition.
  2. Bargaining unit members on leave for involuntary reasons shall be considered first for available positions within their job classification according to the following order:
    - a. Laid-off employees not currently employed at the Genesee Intermediate School District or those who elected/transferred to a lower level position within their classification.
    - b. Employees who were placed on an involuntary leave of absence or are on medical/disability/worker's compensation leave for a period in excess of six (6) months or the end of the contract year (June 30), whichever is longer.
  3. Bargaining unit members eligible to return to work from involuntary leaves of absence to the first available position shall be returned on the basis of their seniority.
  4. Bargaining unit members on leave for voluntary reasons shall be considered for available positions within their job classification after all employees are returned in number 2 above. These shall include:
    - a. Employees returning from a child care leave in excess of one (1) year.
    - b. Employees returning from a leave of absence, personal or otherwise, in excess of 25 work days.
  5. Bargaining unit members eligible to return to work from voluntary leaves of absence to the first available position shall be returned on the basis of their seniority.
  6. Whenever a vacancy arises and numbers 2 and 4 above and Section K, numbers 1 and 2 below, have been satisfied, a notice shall be posted on a bulletin board in each building for no less than ten (10) working days before the position is filled.



7. The vacancy notice will also be sent to all transportation employees within that job classification. The employee is responsible for reporting changes of address to the Human Resources Department in writing.
- B. Employees wishing to apply for a vacancy shall send a letter of application to the Human Resources Department by the deadline identified in the job posting.
- C. Bargaining unit members who meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy, shall be given first preference in filling a vacancy within the bargaining unit.
- D. Bargaining unit members promoted within the unit shall be given a sixty (60) work day trial period to demonstrate their ability to successfully perform within the new position. The department director/program administrator will give the employee assistance to enable the employee to meet the expectations in their newly assigned area of responsibility.
- E. Bargaining unit members promoted within the unit shall be evaluated prior to the completion of the sixty (60) work day trial period. Employees unable to demonstrate their ability to successfully perform the work required during their trial period shall be transferred to the first available bargaining unit position for which they hold the qualifications, experience, and competency, as well as other relevant factors consistent with Board policy.
- F. Bargaining unit members promoted within the unit who are not successful during the sixty (60) work day trial period and are scheduled for transfer to another position as described in Section E above shall receive the same rate of pay earned during the promotion for six (6) months or the end of the contract year (June 30), whichever is longer. At that time, the employee shall be placed on the appropriate step and level of the salary schedule.
- G. Seniority shall be used to determine which employee shall fill a vacancy when two (2) or more bargaining unit members apply for the same vacancy and are equal in meeting the qualifications, experience and competency, as well as other relevant factors consistent with Board policy.
- H. Employees promoted to a higher paying position shall be placed at a salary level of no less than the equivalent of one increment above their previous position.
- I. Employees transferred to a temporary position shall receive their same rate of pay or the rate of pay for their new position, whichever is higher.
- J. After October 1 of each school year, should it be necessary to reduce a transportation employee's daily work schedule by two (2) hours per day or weekly schedule by more than eight (8) hours per week for a period of time of at least 20 work days but less than 40 work days within the academic school year, the following procedure will be implemented:
  1. The affected employee and the Human Resources Department will be notified in writing of the need to reduce an employee's work schedule.
  2. The affected employee will be given first preference to work extra runs, field trips, CBIs, etc., up to the lost time. The employee may be asked to make the extra run,

field trip, CBI, etc. (drive or ride), on a different bus and/or out of a different garage in order to ensure cost effectiveness of the transportation program or to meet the needs of the district.

3. The district shall make every effort to keep employees' daily work schedules within two (2) hours of their original daily assignment and weekly work schedules within eight (8) hours of their original weekly assignment.
- K. When the change in the employee's daily work schedule is reduced by two (2) hours per day or more than eight (8) hours per week for a period of time in excess of 40 work days, the following procedure will be implemented:
1. The affected employee and the Human Resources Department will be notified in writing that the employee is to be given first preference in filling the next vacant or newly created position within their job classification for which they meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy, provided Section A, numbers 2 and 4 above, have been satisfied.
  2. An employee who is given first preference to fill a vacancy in number 1 above shall be given this preference one time only.
- L. The district shall retain the right to approve or disapprove all promotions/ transfers/ reassignments.

## Article XII

### Sick Leave

- A. Sick leave shall be defined as the absence of an employee from work because of personal illness or disability. Sick leave may be taken because of personal illness or disability of an employee and/or illness or disability of an employee's immediate family member that necessitates the presence of the employee. Immediate family is defined as follows:
1. Spouse
  2. Child, including foster child and step child
  3. Brother or brother-in-law
  4. Sister or sister-in-law
  5. Parent or parent of spouse
  6. Grandparent or grandparent of spouse
  7. Son-in-law
  8. Daughter-in-law
  9. Grandchild
- B. Bus drivers, district couriers and transportation aides shall receive one (1) sick day per month, not to exceed ten (10) days per year. Sick time will be posted on the first day of each month, October 1 through July 1 of each year. Sick time is posted in hours and is calculated based on the average number of paid regular work hours worked by the employee during the months of September through June.
- C. Employees taking time off without pay that is not approved through the provisions of the Family Medical Leave Act, other leave provisions in this Agreement, and/or applicable district operating procedures will be subject to corrective discipline in accordance with AOP #33.
- D. Charges against accrued sick leave and pay allowances shall be made only for time absent from regularly scheduled work time. No sick leave shall accrue while employees are on a leave of absence, disability leave or leave without pay, or laid off. Sick leave may be used in increments of one-fourth (1/4) hour.
- E. Sick leave days may be accumulated not to exceed sixty (60) days. Any sick leave days over thirty (30) days may be used as follows:
1. Sick days may be accumulated to sixty (60) or sick leave days in excess of thirty (30) days may be converted to vacation days at the rate of two (2) accumulated sick leave days equating to one (1) vacation day.
  2. Conversion of sick leave days to vacation days shall be on an annual basis at the conclusion of each fiscal year.
  3. The employee notifies the Superintendent in writing by June 1 of each year of the number of sick days to be converted to vacation days.
  4. Days converted must equate to not less than one-half (1/2) vacation day increments.

5. Upon termination of employment, accrued sick leave days over thirty (30) days shall be paid at the rate of \$30.00 per day.
- F. Requests to have absences charged to sick leave shall be made to the employee's immediate supervisor and must have the approval of the immediate supervisor, department director and the Superintendent or designee. Improper use of sick leave or excessive absence from the job may constitute grounds for disciplinary action.

When employees are absent from duty five (5) or more consecutive days, a statement from a licensed physician noting cause or causes of such absence or other proof of illness or disability may be required before returning to work.

- G. Employees shall notify their immediate supervisor promptly of any disability or illness. Proof of initial or continued illness or disability may be required by the Associate Superintendent for Human Resources for reasonable cause concerning the validity of sick leave application. Employees may coordinate accumulated sick leave with disability benefits (see Appendix B of this Agreement).
- H. Employees are permitted to use not more than two (2) sick leave days for personal business days per year. A reason must be given if the day requested immediately precedes or follows a holiday. Personal business days may not be used to extend a vacation period, for other employment, and shall not be granted for business that can be conducted after the regular work day. Personal business days may not be used in increments of less than one-fourth (1/4) hour.
- I. On-The-Job Injury  
Accidents shall be reported immediately in writing on the form provided by the employer to the Human Resources Department. Employees may use accumulated sick days on a prorated basis in conjunction with benefits received from worker's compensation. The combined rate received may be equivalent to but shall not exceed the employee's daily rate.
- J. When the district requests/requires an employee to seek medical attention due to work-related accident/injury/communicable disease, such as scabies or head lice, the employee will not be charged sick time for the balance of the day.

## Article XIII

### Leaves of Absence

#### A. Emergency

Employees may use five (5) accumulated sick leave days for the death of a family member as follows:

1. Spouse
2. Child, including foster child and step child
3. Brother or brother-in-law
4. Sister or sister-in-law
5. Parent or parent of spouse
6. Grandparent or grandparent of spouse
7. Son-in-law
8. Daughter-in-law
9. Grandchild

In extenuating circumstances, the Superintendent may approve additional leave days to be used for death in the immediate family as defined above. The Superintendent may approve the utilization of one (1) sick day, provided the employee has exhausted personal business time, so that the employee may attend the funeral of a co-worker.

#### B. Without Pay

The Superintendent may, in appropriate circumstances, grant leaves of absence without pay.

1. Short-term leaves shall be granted at the option of the superintendent not to exceed twenty (20) working days in duration. In extenuating circumstances the leave may be extended up to five (5) additional days without the loss of seniority. Application for short-term leave of absence shall be made on the *Request for Unpaid Leave of Absence* form prior to commencement of the leave. Employees returning from a short-term leave shall be returned to the same position.
2. Long-term leaves of absence may be granted for a period of up to one (1) year. Application for long-term leave of absence shall be in writing and accompanied by the *Request for Unpaid Leave of Absence* form at least sixty (60) days prior to the commencement of the leave, except in case of emergency. Seniority, sick, vacation, and/or personal business time shall not accrue during long-term leaves of absence.
3. Effective July 1, 1995, employees returning from a long-term leave shall be eligible to return to the same or equivalent position when available for a period of time equal to their seniority but not more than four (4) years from the ending date of the leave. Employees on long-term leave approved prior to July 1, 1995 shall be returned to the same or equivalent position when available.

4. The superintendent may renew said leave beyond the term allowed in number 2 above up to an additional year. The employee shall notify the Superintendent in writing at least sixty (60) days prior to the termination of said leave requesting an extension.

### C. Educational Leave

1. Educational leaves may be granted for a period of up to one (1) year. Application for an educational leave of absence shall be in writing and accompanied by the *Request for Unpaid Leave of Absence* form at least sixty (60) days prior to the commencement of the leave. Seniority, sick, vacation and/or personal business time shall not accrue during an educational leave of absence.
2. Employees returning from an educational leave of absence of a year or less shall be returned to the same or equivalent position provided they have submitted written documentation to the Human Resources Department indicating that they have successfully completed college level course work during the term of their educational leave. Course work must be from the approved list of colleges from the current Michigan Educational Directory. (Refer to AOP #60 for the approved list of colleges.)
3. Employees unable to document successful completion of course work during an educational leave of absence shall be eligible to return to the same or equivalent position when available for a period of time equal to their seniority but not more than four (4) years from the ending date of the leave.

### D. Involuntary

The Board may require that an employee have and report the results of a physical or mental examination by an appropriate specialist selected by the Board at the Board's expense if probable cause exists. An employee has the privilege of engaging a specialist at the equally shared expense of the Board and the employee to conduct a physical or mental examination on behalf of the employee. If the specialists do not concur, a third specialist, mutually acceptable to both parties, shall be consulted with fees to be paid by the Board. On the basis of the results of such examination(s), the Board may require that the employee take a leave of absence without pay (other than disability benefits) or increment for a period not to exceed one (1) year.

### E. Jury Duty

Upon receipt of a notice to report for jury duty, the employee will submit a copy of their jury summons along with a completed *Report of Absence* form to their immediate supervisor prior to the commencement of jury duty. A paid leave of absence shall be granted for such duty.

If the employee is temporarily excused from jury services for a period of one-half (1/2) day or more, the employee shall report to work during such periods.

It is the responsibility of the employee to collect compensation from the judicial system for court services and travel expenses. Upon receipt of money earned as juror, the employee

shall retain the amount paid for travel and submit a check or cash to the business office for the compensation received while providing jury/court services.

**F. Court Appearance**

Employees required as a result of their employment with the Genesee Intermediate School District to give a deposition, appear in court, and/or be involved in any other legal proceeding shall be granted a leave of absence (time off) with pay and benefits for the time required for such appearance(s). Employees will not have to use personal leave, vacation and/or accumulated compensatory time for such appearance(s).

This leave of absence (time off) with pay and benefits does not apply where the employee has filed a charge or law suit against the district or union; in such cases, the employee may be eligible to utilize personal leave, vacation, and/or compensatory time.

- G. The Board may grant full pay to an employee for approved visitation to any other school or for attending educational conferences, staff development, and/or other inservice training activities. All employees, regardless of assignment, shall be considered for attendance at these activities (see AOP #10).

**H. Child Care Leave**

1. A leave of absence without pay up to one (1) year shall be granted to any employee for the purpose of child care. The child of the leave must be a newborn infant or a newly adopted child.
2. Request for such leave shall be made in writing, with written verification of pregnancy from a physician or verification of custody from the appropriate agency or court.
3. In order to provide continuity of program, the employee shall notify the Superintendent in writing at least sixty (60) days in advance of the anticipated leave, except in case of extenuating circumstances whereby the leave may be granted with less notice.
4. The specific beginning leave date shall be determined by mutual agreement of the employee and the Superintendent, at least twenty (20) working days prior to the anticipated commencement of the leave with primary consideration given to the written medical statement provided by the employee's physician.
5. Employees shall notify the Superintendent in writing at least thirty (30) working days prior to returning to work. Employees returning from a child care leave of one (1) year or less shall return to the same or equivalent position.
6. The Superintendent may renew said child care leave beyond the term allowed in number 1 above up to an additional year. The employee shall notify the Superintendent in writing at least sixty (60) days prior to the termination of said leave requesting an extension.
7. Employees on child care leave of more than one (1) year approved by the board of education prior to October 24, 1995 shall be returned to the same or equivalent

position when available. Employees on a child care leave of more than one (1) year approved after October 24, 1995 shall be eligible to return to the same or equivalent position when available for a period of time equal to their seniority but not more than four (4) years from the ending date of the leave.

**I. Medical/Disability/Worker's Compensation Leave**

A medical/disability/worker's compensation leave of absence without pay may be granted to any employee.

1. Employees on medical/disability/worker's compensation leave shall be carried as active employees during the contract year in which they begin receiving disability benefits or a minimum of six (6) months, whichever is longer. Employees shall have the right to immediate return when physically able.
2. Employees remaining on medical/disability/worker's compensation leave for the second (2nd) contract year shall be placed on medical leave of absence for a period of up to one (1) year. No contractual benefits, including seniority, shall accrue except for salary payments as provided by the disability insurance carrier. Fringe benefits may be continued by the employee on a contributory basis provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which the employee is qualified, subject first to the provisions of the current collective bargaining agreement.
3. Employees remaining on medical/disability/worker's compensation leave for the third (3rd) contractual year may lose all reemployment rights at the discretion of the Board.

Prior to returning to active status, an employee who has been receiving disability benefits shall be required to provide the District with a doctor's statement which may be supplemented as provided in Section D of this Article.

- J. An employee may make written application to the Superintendent for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.
- K. Employees not returning to work after the end of leave shall be considered a voluntary quit.
- L. No employee shall absent himself from duty without approval of the immediate supervisor, department director, and the Superintendent or his designee.
- M. Employees on leave working more than one-half (1/2) of their scheduled work year shall advance on the following year's salary schedule.



## **Article XIV**

### **Vacations**

This section is not applicable for bus drivers, district couriers and transportation aides.

This section is also not applicable for paraprofessionals, licensed practical nurses, physical therapists and certified occupational therapist assistants employed in the Elmer A. Knopf Learning Center, including the programs for the trainable mentally impaired, autistic impaired preprimary impaired and Project CHOICE sites, and the day treatment program.

## **Article XV**

### **Insurance Protection and Tuition Reimbursement**

The Union and the Board agree that the rising cost of insurance is a problem. During the 1991-92 school year, a joint GIESPA/Board Finance Committee comprised of representatives from the Union and the District conducted a study to determine the feasibility of providing a cafeteria plan for employees or possibly self-insuring in certain areas of coverage, i.e. vision or dental. As a result, this section of the Agreement was opened during the 1992-93 school year and again during the 1994-95 school year to implement various cost saving techniques and programs. The Union and Board agree that this section of the Agreement may be opened by mutual agreement of both parties for the implementation of additional cost saving techniques in the future.

The Union and the Board agree to have no more than four (4) representatives from the Union and no more than four (4) representatives from the Board work together on the GIESPA/Board Finance Committee to continue to study methods of reducing the cost for providing insurance coverage. The GIESPA/Board Finance Committee will continue to serve as an ad hoc committee to the Contract Administration and Problem Solving Committee as identified in Article XVI of this Agreement.

Effective September 1, 1998, the Board will establish a Section 125 Cafeteria Plan for bus drivers, district couriers and transportation aides. The plan will provide benefits for these employees and will allow them to purchase medical benefits, including health, dental and vision, with pre-tax dollars as defined by the Internal Revenue Service Code.

#### **A. Tuition Reimbursement Plan**

Effective July 1, 1998, the Board will reimburse employees for one (1) class per year up to four (4) credit hours, not to exceed six hundred dollars (\$600), for tuition, books and fees per year.

Employees shall submit an application for reimbursement for educational expenses to the Human Resources Department no later than two (2) weeks after enrollment in a course of study at a Michigan college or university listed in the current Michigan Educational Directory (see AOP #60).

Recommendations and decisions regarding reimbursement for educational expenses shall be made in accordance with AOP #60, Reimbursement for Educational Expenses.

Recommendations for eligibility for reimbursement shall be made by the joint GIESPA/Board Finance Committee and shall be subject to the final approval/disapproval of the Superintendent.

## B. Insurance Coverage

Bus drivers, district couriers and transportation aides covered by this Agreement shall be eligible for benefits as described below:

1. Employees working less than 1,323 hours in a school year or an average of less than 132 hours per month shall have the amount of their board-paid health, dental and vision insurance premium adjusted in proportion to time worked/paid.
2. The board-paid health, dental and vision insurance premium for employees hired after July 1, 1998 will be calculated on the employee's assigned work schedule for the first sixty (60) calendar days of employment. Thereafter, it will be in proportion to time worked/paid per number 1 above.
3. The cost of insurance premium beyond the board-paid allowance will be paid through payroll deduction with pre-tax dollars. A payroll deduction authorization must be submitted when the employee enrolls for benefits.
4. Employees shall complete fringe benefit applications for health, dental, vision, life and disability insurance or sign a fringe benefit waiver form in order to be eligible for fringe benefits.
5. Health insurance after they have completed one (1) full day of work (subject to number 1 above), except those employees covered by another plan, in which case the employee shall be eligible at the time that coverage expires but not later than the first day of the month following the employee's first day of work.
  - a. Effective September 1, 1998, up to \$2,780 in single, two-person or full-family board-paid health insurance premium.
  - b. Effective July 1, 1999, up to \$3,058 in single, two-person or full-family board-paid health insurance premium.
  - c. The Board shall provide all employees (subject to the limitations of the carrier) the following choices of health insurance coverage: MESSA Super Care I, Blue Care Network, BCN-1, or Health Plus of Michigan, CS.

Employees who select MESSA Super Care I shall have their life insurance protection (number 8 below) reduced by the life insurance amount that is provided in the Super Care insurance plan. MESSA options will be available on the payroll deduction plan.

Employees electing a health insurance plan shall pay the fifty-dollar (\$50) or one hundred-dollar (\$100) annual deductible depending on the plan selected above (MESSA Super Care I).
  - d. Employees not previously enrolled under MESSA, Blue Care Network or Health Plus of Michigan may elect this coverage within thirty (30) calendar days of employment.

6. Vision insurance the first day following sixty (60) working days.
- a. The Board shall provide all employees with vision insurance in accordance with the following specifications (subject to number 1 above):

Annual maximum benefit payable per family member September 1 through August 31 of each year.

| <u>Coverage</u>       | <u>Annual<br/>Maximum Benefit</u>  |
|-----------------------|--|
| <b>Vision Exam</b>    | <b>\$60.00</b>   |
| <b>Lenses</b>         |  |
| <b>Single Vision</b>  | <b>66.00</b>   |
| <b>Bifocal</b>        | <b>100.00</b>  |
| <b>Trifocal</b>       | <b>120.00</b>  |
| <b>Lenticular</b>     | <b>138.00</b>  |
| <b>Frames</b>         | <b>70.00</b>   |
| <b>Contact Lenses</b> | <b>Reimbursed at \$135.00 if not medically necessary (cosmetic). In lieu of all other benefits (exam, lenses and frames) during any plan year.</b> |

In order to be eligible for vision insurance, the employee must submit the vision reimbursement form to the Business/Management Services Department in a timely fashion, not to exceed one year from the date of occurrence, and attach proof of services as provided by the administering eye care specialist (optometrist or ophthalmologist). Vision reimbursement forms will be provided by the Board and will be available in the main office of all district facilities or by contacting the Business/Management Services Department.

7. Dental insurance the first day following sixty (60) working days.
- a. Effective July 1, 1999, employees will be eligible for self-insured, full-family dental benefits (subject to number 1 above).
- b. The Board shall provide all employees (subject to the limitations of the carrier) a self-funded dental insurance plan administered through SET/SEG, or comparable, as follows:
- 1). Co-pay Class I/II/III, 50/50/50.
  - 2). Co-pay Class I/II/III, coordination of benefits, 50/50/50.

For either plan selected, the annual maximum benefit payable during the September 1 through August 31 period is \$1,200 per person. The Class III orthodontic life-time maximum benefit for eligible dependents nineteen (19) years of age or less is \$1,500.

8. Life insurance the first day following sixty (60) working days.

The Board shall provide all employees (subject to the limitations of the carrier) without cost to the employee, group term-life insurance protection which shall pay the employee's designated beneficiary the sum of \$15,000 upon death with double indemnity for accidental death and dismemberment.

Employees who select MESSA Super Care I shall have their life insurance protection as provided in this section reduced by the life insurance amount that is provided in the MESSA Super Care I plan as provided in number 5, paragraph c, above.

9. Disability insurance the first day following sixty (60) working days.

Disability insurance protection (subject to the limitations of the carrier) shall be provided for employees covered by this Agreement as outlined:

- a. Coverage shall commence on the thirty-first (31st) calendar day after the beginning of the disability.
- b. Coverage equals sixty-six and two-thirds (66-2/3) percent of the employee's salary per diem rate for the first year and sixty-six and two-thirds (66-2/3) percent of the annual rate thereafter not to exceed a maximum benefit of \$2,775 per month. Salary calculations include paid sick time and holiday pay. Pay for extra runs, field trips and CBIs (overtime pay) is not included in annual salary calculations.
- c. Payments shall continue until termination of the disability or up to a maximum of five (5) years for employees with less than three (3) consecutive years of service.
- d. Disability benefits shall continue for those employees who have been employed for a period of over three (3) consecutive years according to the following schedule:

| <b><i>Age on Date the Period of Disability Commences</i></b> | <b><i>Maximum Benefit Period</i></b>              |
|--|---|
| Less than 60 years old.                                      | To age 65.  |
| At least 60 years old but less than 65 years of age.         | Five years of benefits.                           |
| At least 65 years old but less than 70 years of age.         | To age 70 but not less than one year of benefits. |
| Seventy years of age or older.                               | One year of benefits.                             |

**C. Changes in Coverage/Open Enrollment**

Employees with a change in marital status/dependents or other changes that affect their health, life, dental or vision insurance coverage must notify the Human Resources Department in writing within thirty (30) days of the date of occurrence to complete the necessary paperwork.

After September 1, 1998, employees may enroll in the health insurance, dental or vision insurance regardless of their date of employment during the open enrollment period of August of each school year as it applies in Article XV, Section B, numbers 5, 6 and 7, and provided such enrollment does not result in dual enrollment for health insurance as it applies in Article XV, Section D, of this Agreement. The Board shall post a notice each year for the August open enrollment period.

**D. Dual Enrollment**

Employees may not sign up for health insurance coverage if it results in dual enrollment (coordination of benefits) with another insurance carrier for the employee, the employee's spouse and/or dependents.

Health insurance carriers will reject claims for employees who dual enroll (coordinate benefits) with another insurance carrier.

- E. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to F below).
- F. Insurance premium payments shall be effective from September 1 through August 31. Premium payments shall be for a twelve (12) month period for those employees completing their work year.
- G. Insurance premium payments for employees on disability or worker's compensation shall be paid by the Board while the employee maintains active employee status as defined in Article XIII, Section I, paragraph 1, of this Agreement. Payments and coverage are subject to the limitations of the carrier.
- H. Insurance premium payments shall be paid for the first thirty (30) days for an employee who is laid off prior to the completion of their scheduled work year. Employees who are laid off at the end of their scheduled work year shall have their premium payments paid until August 31 or thirty (30) days after their date of layoff, whichever is longer.
- I. Employees who select MESSA Super Care I and are laid off may be eligible to have their insurance premium waived by MESSA for a limited period of time. The employee is responsible for contacting MESSA, and the Board shall not be responsible for paying additional premium payments beyond the period identified in Section H above.
- J. Insurance premium payments shall not be paid by the Board while employees are on leave of absence in excess of twenty-five (25) work days or leave without pay unless the employee qualifies for benefits under Section G above or under the Family Medical Leave Act of 1993.

- K. Employees working eighteen (18) hours per week or more shall be eligible to receive fringe benefits, including tuition reimbursement. The above provision is subject to the provisions of the various requirements of the insurance carriers and subject to Section B, number 1 above.
  
- L. The Board and Union agree that the cost of providing worker's compensation coverage for employees has increased over the last several years. The Board and the Union agree that during the term of this Agreement, employee work-related injury committees will continue in each program area under the direction and guidelines determined by the Contract Administration and Problem Solving Committee to study work-related injuries and implement programs to reduce on-the-job injuries.

## **Article XVI**

### **Contract Administration and Problem Solving Committee**

- A. The Board and the Union support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
- B. In order to facilitate communications between the Board and the Union, a Contract Administration and Problem Solving Committee (CAPSC) comprised of representatives from the Union and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
- C. Employees, immediate supervisors/administrators, and building representatives should share their problems and concerns at the program/building level so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
- D. Problems and concerns that cannot be resolved at the program/building level may be referred to the CAPSC by the employee, union representative, and/or immediate supervisor.
- E. Nothing in this Article shall be construed to prevent the employee or the Union from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 20-day grievance filing deadline in Article VII, Section C, of this Agreement is delayed until a solution or recommendation is made by the CAPSC.
- F. The CAPSC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, a problem may be taken through the grievance procedure and/or through the CAPSC at the same time or separately.
- G. Issues or problems may be referred by the CAPSC, the Union, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CAPSC is not the appropriate committee to meet and resolve the issue or problem.
- H. It is the responsibility of the Board and the Union to select representatives to serve on the CAPSC. The number of representatives may vary depending on the topics, issues, and problems on the agenda.
- I. A representative from the Union or the Board will be identified at the beginning of each meeting to summarize the meeting and distribute the summary and tentative agenda for the next meeting to the members of the CAPSC.
- J. The Union president and the Associate Superintendent for Human Resources are responsible for the distribution of information to the individuals they represent regarding the activities of the CAPSC.



## **Article XVII**

### **No Strike**

The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of school business or services. The Union, therefore, agrees that it will not cause or permit its members to cause, nor will any member of the Union take part in any work stoppage, strike, curtailment of work or restriction of or interference with the business operations of the Genesee Intermediate School District during the life of this Agreement, nor will the Genesee Intermediate School District cause or sanction a lockout of this Union during the life of this Agreement.

## **Article XVIII**

### **Evaluation**

Evaluation shall be conducted according to the mutually agreed upon procedure as developed by representatives from the Union and the Board. Procedures are outlined in AOP #7, Evaluation.

## **Article XIX**

### **Summer Programs**

Should it be necessary to operate the transportation program beyond the academic year, the procedure for determining summer employment in the extended school year for bus drivers and transportation aides shall be as follows:

1. The Board shall determine the programs, the number of positions and the work schedules by job classification.
2. The Board shall notify the employees in writing at their home address by April 1 of each year as to the intent to operate a summer transportation program.
3. The employee shall notify the Human Resources Department in writing by May 1 of each year requesting summer employment should the Board operate a summer program. Notification will be on a form provided by the Human Resources Department.
4. The Board shall select employees on the basis of those employees with the most seniority by job classification, i.e., bus driver, transportation aide, being given first opportunity.
5. Should an insufficient number of employees by job classification, i.e., bus driver, transportation aide, request summer employment, the Board shall select employees by job classification with the least seniority for summer employment.
6. Employees not reporting to work for summer employment shall be considered a voluntary quit.
7. Employees working the summer program shall be placed on the salary schedule appropriate for the job classification in which they are employed for the summer.

## Article XX

### Wages, Calendars, and Holidays

- A. Wages, calendars, and paid holidays for 1998-99 and 1999-2000 are detailed on pages 50 through 55.
- B. The normal work week shall consist of five (5) consecutive work days; however, the Board may adjust the work week to meet the needs of the District. Regular academic year work schedules for bus drivers and transportation aides will be assigned by district representatives at the beginning of each school year and finalized by October 1. Changes in the regular academic year work schedules which result in the addition or reduction of paid work hours will be made in accordance with the procedures outlined in the Transportation Employees' Handbook (see also Article XI, Vacancies, Transfers, Promotions and Reassignments, Sections J and K).
- C. Overtime pay shall be paid to employees for hours worked in the regular work schedule in excess of eight (8) hours per day and/or forty (40) hours in any work week. All paid sick days and holidays shall be credited toward the forty (40) hour regular work schedule/work week. Overtime pay shall be at a rate of one and one-half (1-1/2) times the regular hourly rate paid that employee except that employees scheduled to work on a scheduled paid holiday (Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day or Memorial Day), shall be paid at two (2) times their regular hourly rate (see Holiday Schedule, page 55). If extra runs, field trips and/or CBIs cause an employee's work week to be in excess of forty (40) paid work hours, then the employee will be paid one and one-half (1-1/2) times the extra run rate of \$8.00 per hour for bus drivers or \$6.50 per hour for transportation aides for their overtime.
- D. If a scheduled paid holiday falls on Saturday, the preceding Friday shall be a paid holiday; if a scheduled paid holiday falls on Sunday, the following Monday shall be a paid holiday. (See Holiday Schedule, page 55.)
- E. Employees shall be paid for scheduled holidays when they work the day before or the next scheduled work day after a holiday or are on prior approved paid sick leave or paid vacation time.
- F. Bus drivers, district couriers and transportation aides shall be paid on a straight pay schedule.
- G. Effective July 1, 1995, the 1995-96 longevity is contingent on savings being generated by implementing various cost saving techniques in the insurance program and final recommendations as submitted by the GIESPA/Board Finance Committee, subject to the final approval of the Superintendent. Longevity shall be paid as follows:

| <i>Years of GISD Experience</i> | <i>1998-99</i> | <i>1999-2000</i> |
|---------------------------------|----------------|------------------|
| More than 10 and less than 15   | \$400          | \$500            |
| More than 15 and less than 20   | 500            | 600              |
| More than 20 and less than 25   | 600            | 700              |
| More than 25                    | 700            | 800              |

Longevity shall be paid with the first pay in July of each school year and shall be taxed in accordance with applicable IRS regulations.

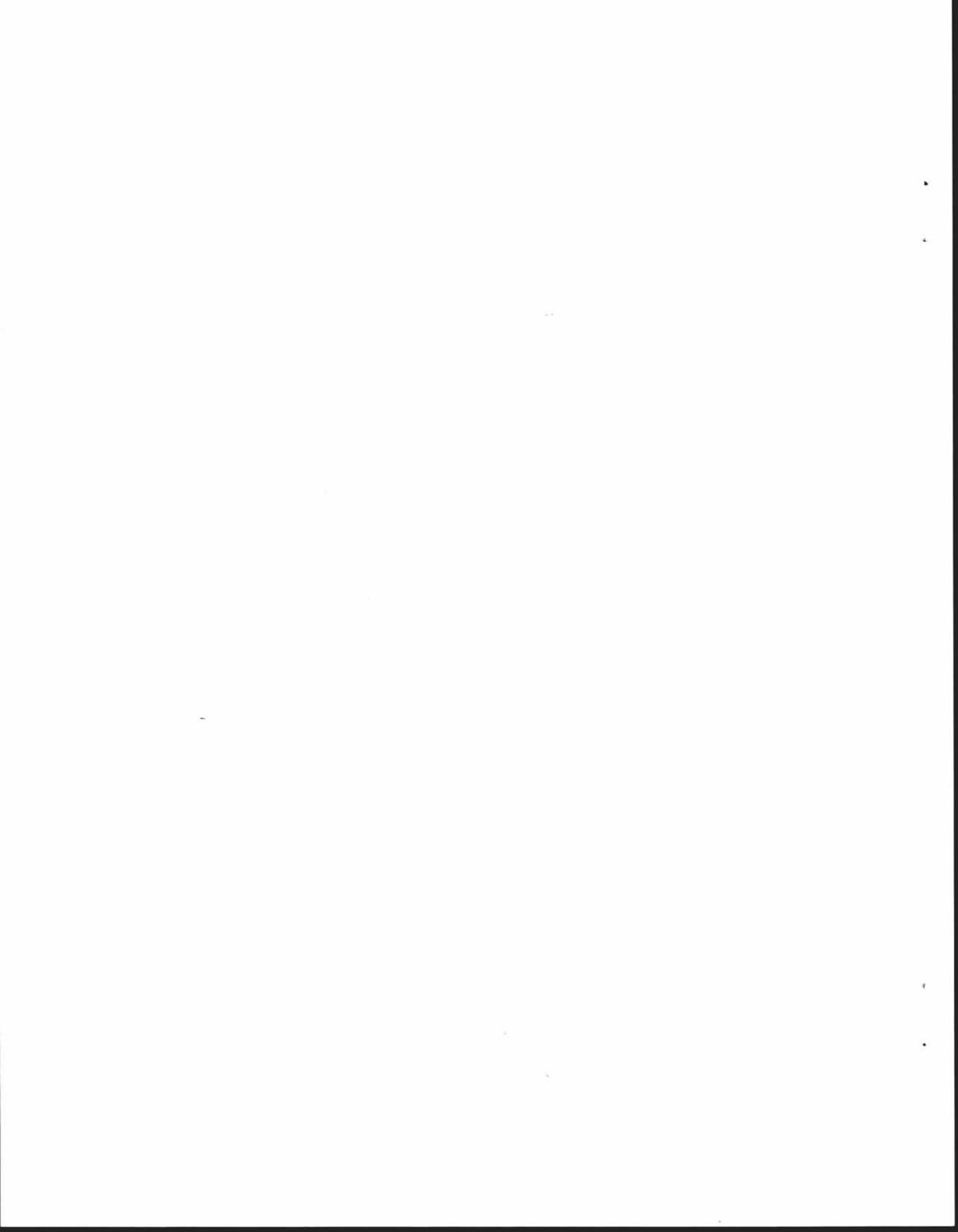
If it is determined that savings are not being generated by implementing various cost savings techniques in the insurance program, the minimum longevity paid by the Board for 10, 15, 20 and 25 years experience as an employee at the Genesee Intermediate School District shall be as follows:

***GISD Experience    Longevity***

|          |       |
|----------|-------|
| 10 years | \$300 |
| 15 years | \$400 |
| 20 years | \$500 |
| 25 years | \$600 |

## Salary Schedule

|                               | <b>BUS<br/>DRIVERS</b> | <b>TRANSPORTATION<br/>AIDES</b> | <b>DISTRICT<br/>COURIERS</b> |
|-------------------------------|------------------------|---------------------------------|------------------------------|
| <b>1997-98 (current)</b>      | \$ 10.62               | \$ 7.00                         | \$ 10.00                     |
| <b>1998-99</b>                | 11.78                  | 8.00                            | 10.62                        |
| <b>1999-2000</b>              | 12.28                  | 8.34                            | 10.89                        |
| <b>Field Trips/Extra Runs</b> | 8.00                   | 6.50                            |                              |



## Schedule D

### **GISD 1998-99**

#### **Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants, Certified Occupational Therapist Assistants, Bus Drivers and Transportation Aides Assigned to the Elmer A. Knopf Learning Center and Marion D. Crouse Instructional Center**

|                    |           |   |
|--------------------|-----------|---|
| August 27, 1998    | Thursday  | Last Day for 230-Day Mandated Program and Extended Schedules for 1997-98    |
| August 28, 1998    | Friday    | Orientation/School Improvement/Staff Development/Inservice - Employees Only |
| August 31, 1998    | Monday    | School Improvement/Staff Development/Inservice - Employees Only             |
| September 1, 1998  | Tuesday   | First Day Students EKLC and 230-Day Mandated Program                        |
| September 7, 1998  | Monday    | Labor Day - Nonwork Day   |
| September 16, 1998 | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |
| October 7, 1998    | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |
| October 12, 1998   | Monday    | Parent/Teacher Conferences * - Students A.M. Only                           |
| November 26, 1998  | Thursday  | Thanksgiving Day - Nonwork Day  |
| November 27, 1998  | Friday    | Nonwork Day   |
| December 21, 1998  | Monday    | Nonwork Day   |
| December 22, 1998  | Tuesday   | Nonwork Day   |
| December 23, 1998  | Wednesday | Nonwork Day   |
| December 24, 1998  | Thursday  | Christmas Day - Nonwork Day   |
| December 25, 1998  | Friday    | Nonwork Day   |
| December 28, 1998  | Monday    | Nonwork Day   |
| December 29, 1998  | Tuesday   | Nonwork Day   |
| December 30, 1998  | Wednesday | Nonwork Day   |
| December 31, 1998  | Thursday  | Nonwork Day   |
| January 1, 1999    | Friday    | New Year's Day - Nonwork Day  |
| January 4, 1999    | Monday    | Classes Resume EKLC and 230-Day Mandated Program                            |
| January 13, 1999   | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |
| January 18, 1999   | Monday    | Martin Luther King's Birthday - Nonwork Day                                 |
| February 12, 1999  | Friday    | Students A.M. Only; P.M. Staff Nonwork Day                                  |
| February 15, 1999  | Monday    | President's Day - Nonwork Day   |
| March 12, 1999     | Friday    | Students A.M. Only; P.M. Staff Nonwork Day                                  |

**Schedule D  
1998-99 (continued)**

|                 |           |   |
|-----------------|-----------|---|
| April 2, 1999   | Friday    | Nonwork Day   |
| April 5, 1999   | Monday    | Nonwork Day   |
| April 6, 1999   | Tuesday   | Nonwork Day   |
| April 7, 1999   | Wednesday | Nonwork Day   |
| April 8, 1999   | Thursday  | Nonwork Day   |
| April 9, 1999   | Friday    | Nonwork Day   |
| April 12, 1999  | Monday    | Classes Resume EKLC and 230-Day Mandated Program  |
| April 28, 1999  | Wednesday | School Improvement/Staff Development/Inservice -<br>Students A.M. Only                            |
| May 12, 1999    | Wednesday | School Improvement/Staff Development/Inservice -<br>Students A.M. Only                            |
| May 18, 1999    | Tuesday   | Parent/Teacher Conferences * - Students A.M. Only   |
| May 31, 1999    | Monday    | Memorial Day - Nonwork Day  |
| June 11, 1999   | Friday    | Records Day - EKLC Students A.M. Only; 230-Day<br>Mandated Program No Students                    |
| June 14, 1999   | Monday    | First Day 230-Day Mandated Program and Extended<br>Schedules; Students/Employees Reduced Work Day |
| July 5, 1999    | Monday    | Nonwork Day 230-Day Mandated Program**  |
| July 6, 1999    | Tuesday   | Nonwork Day   |
| July 7, 1999    | Wednesday | Nonwork Day   |
| July 8, 1999    | Thursday  | Nonwork Day   |
| July 9, 1999    | Friday    | Nonwork Day   |
| July 12, 1999   | Monday    | Classes Resume 230-Day Mandated Programs  |
| August 26, 1999 | Thursday  | Last Day 230-Day Mandated Program and Extended<br>Schedules for 1998-99                           |
|                 |           | 184 Teacher Days Academic Year  |
|                 |           | 182 Student Days Academic Year EKLC   |
|                 |           | 181 Student Days Academic Year 230-Day Mandated<br>Program  |
|                 |           | 49 Student Days Summer 230-Day Mandated Program   |

\* Classroom employees work 7.0 hours plus schedule 3.5 hours in the evening for parent/teacher conferences.

\*\* Paid holiday for employees working the summer session of the 230-day mandated program at MCIC and in accordance with Article XIX, Summer Programs, and Article XX, Section E.



## Schedule E

### GISD 1999-2000

#### Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants, Certified Occupational Therapist Assistants, Bus Drivers and Transportation Aides Assigned to the Elmer A. Knopf Learning Center and Marion D. Crouse Instructional Center

|                   |           |   |
|-------------------|-----------|---|
| August 26, 1999   | Thursday  | Last Day Summer 230-Day Mandated Program and Extended Schedules for 1998-99 |
| August 30, 1999   | Monday    | Orientation/School Improvement/Staff Development/Inservice - Employees Only |
| August 31, 1999   | Tuesday   | School Improvement/Staff Development/Inservice - Employees Only             |
| September 1, 1999 | Wednesday | First Day Students EKLC and 230-Day Mandated Program                        |
| September 6, 1999 | Monday    | Labor Day - Nonwork Day   |
| October 6, 1999   | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |
| October 11, 1999  | Monday    | Parent/Teacher Conferences * - Students A.M. Only                           |
| November 25, 1999 | Thursday  | Thanksgiving Day - Nonwork Day  |
| November 26, 1999 | Friday    | Nonwork Day   |
| December 20, 1999 | Monday    | Nonwork Day   |
| December 21, 1999 | Tuesday   | Nonwork Day   |
| December 22, 1999 | Wednesday | Nonwork Day   |
| December 23, 1999 | Thursday  | Nonwork Day   |
| December 24, 1999 | Friday    | Nonwork Day   |
| December 27, 1999 | Monday    | Christmas Holiday - Nonwork Day   |
| December 28, 1999 | Tuesday   | Nonwork Day   |
| December 29, 1999 | Wednesday | Nonwork Day   |
| December 30, 1999 | Thursday  | New Year's Day Holiday - Nonwork Day  |
| December 31, 1999 | Friday    | Nonwork Day   |
| January 3, 2000   | Monday    | Classes Resume EKLC and 230-Day Mandated Program                            |
| January 12, 2000  | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |
| January 17, 2000  | Monday    | Martin Luther King's Birthday - Nonwork Day                                 |
| February 17, 2000 | Thursday  | Students A.M. Only; P.M. Staff Nonwork Day                                  |
| February 18, 2000 | Friday    | Nonwork Day   |
| February 21, 2000 | Monday    | President's Day - Nonwork Day   |
| March 17, 2000    | Friday    | Students A.M. Only; P.M. Staff Nonwork Day                                  |
| March 29, 2000    | Wednesday | School Improvement/Staff Development/Inservice - Students A.M. Only         |

**Schedule E**  
**1999-2000 (continued)**

|                 |           |   |
|-----------------|-----------|---|
| April 21, 2000  | Friday    | Nonwork Day   |
| April 24, 2000  | Monday    | Nonwork Day   |
| April 25, 2000  | Tuesday   | Nonwork Day   |
| April 26, 2000  | Wednesday | Nonwork Day   |
| April 27, 2000  | Thursday  | Nonwork Day   |
| April 28, 2000  | Friday    | Nonwork Day   |
| May 1, 2000     | Monday    | Classes Resume EKLC and 230-Day Mandated Program  |
| May 10, 2000    | Wednesday | School Improvement/Staff Development/Inservice -<br>Students A.M. Only                                      |
| May 16, 2000    | Tuesday   | Parent/Teacher Conferences * - Students A.M. Only   |
| May 29, 2000    | Monday    | Memorial Day - Nonwork Day  |
| June 14, 2000   | Wednesday | Records Day - EKLC Students A.M. Only; 230-Day<br>Mandated Program No Students                              |
| June 15, 2000   | Thursday  | First Day Summer 230-Day Mandated Program and<br>Extended Schedules; Students/Employees Reduced<br>Work Day |
| July 3, 2000    | Monday    | Nonwork Day 230-Day Mandated Program  |
| July 4, 2000    | Tuesday   | Independence Day - Nonwork Day**  |
| July 5, 2000    | Wednesday | Nonwork Day   |
| July 6, 2000    | Thursday  | Nonwork Day   |
| July 7, 2000    | Friday    | Nonwork Day   |
| July 10, 2000   | Monday    | Classes Resume 230-Day Mandated Program   |
| August 28, 2000 | Monday    | Last Day Summer 230-Day Mandated Program and<br>Extended Schedules for 1999-2000                            |
|                 |           | 185 Teacher Days Academic Year  |
|                 |           | 183 Student Days Academic Year EKLC   |
|                 |           | 182 Student Days Academic Year 230-Day Mandated<br>Program  |
|                 |           | 48 Student Days Summer 230-Day Mandated Program   |

\* Classroom employees work 7.0 hours plus schedule 3.5 hours in the evening for parent/teacher conferences.

\*\* Paid holiday for employees working the summer session of the 230-day mandated program at MCIC and in accordance with Article XIX, Summer Programs, and Article XX, Section E.

**Holiday Schedule  
Bus Drivers, Transportation Aides and District Couriers**

**1998-99**

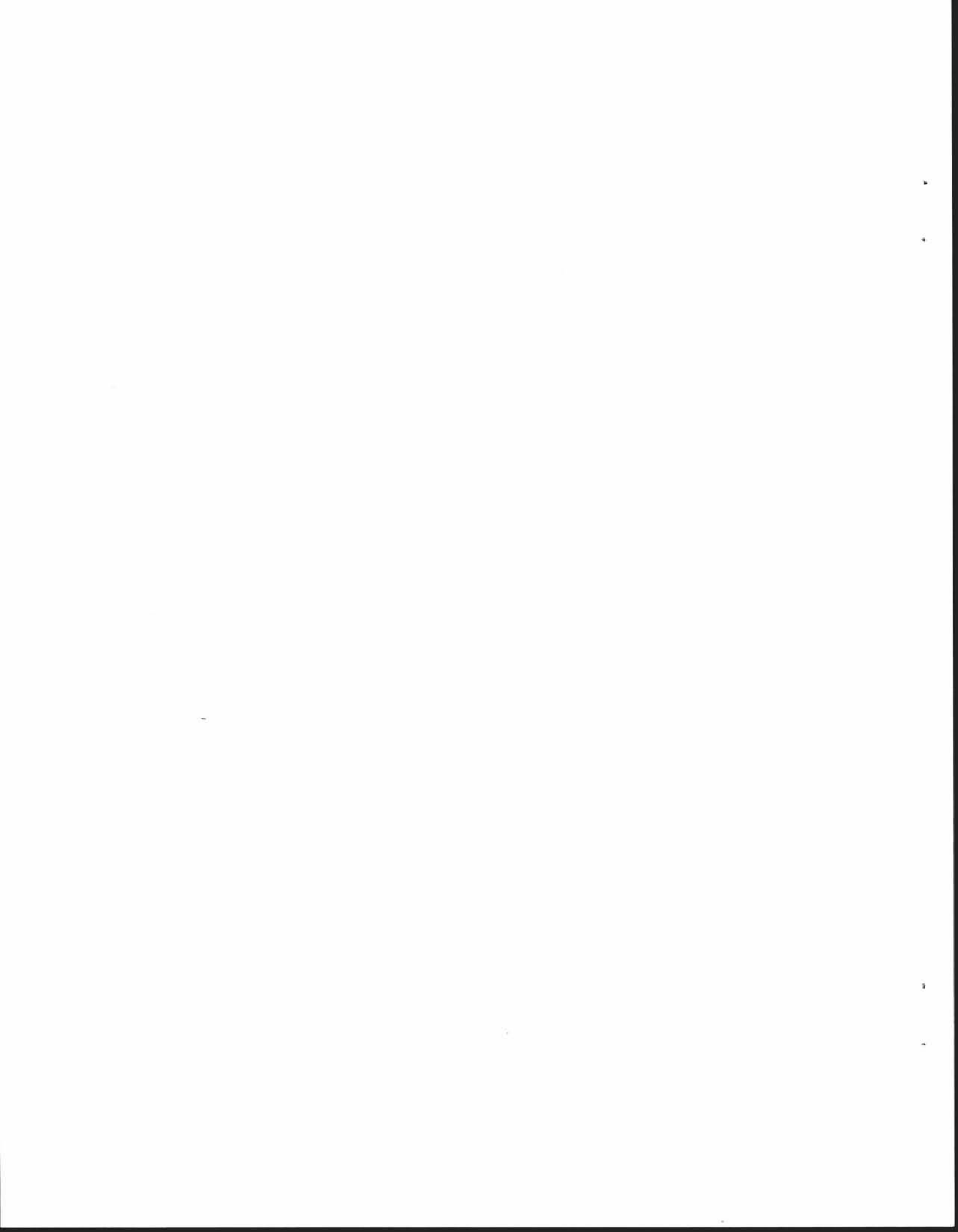
|                            |          |                 |
|----------------------------|----------|-----------------|
| Independence Day Holiday** | Friday   | July 3, 1998    |
| Labor Day                  | Monday   | September 7     |
| Thanksgiving Day           | Thursday | November 26     |
| Christmas Day              | Friday   | December 25     |
| New Year's Day             | Friday   | January 1, 1999 |
| Memorial Day               | Monday   | May 31          |

**1999-2000**

|                            |          |              |
|----------------------------|----------|--------------|
| Independence Day Holiday** | Monday   | July 5, 1999 |
| Labor Day                  | Monday   | September 6  |
| Thanksgiving Day           | Thursday | November 25  |
| Christmas Holiday*         | Monday   | December 27  |
| New Year's Day Holiday*    | Monday   | December 30  |
| Memorial Day               | Monday   | May 29, 2000 |

\* Article XX, Section E, except for December 27 and December 30, 1999

\*\* Independence Day (or its designated holiday) is paid only to the bus drivers, district couriers and transportation aides working in the extended summer session of the 230-day mandated program at MCIC in accordance with Article XIX, Summer Programs, and Article XX, Section E.

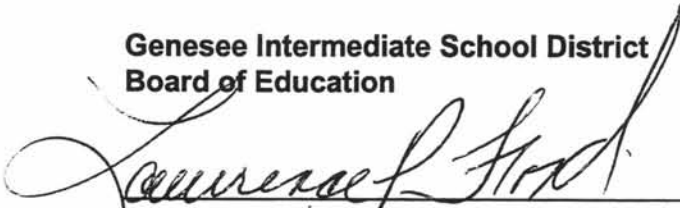


**Article XXI**

**Duration of Agreement**

This Agreement shall be effective on August 28, 1998 through June 30, 2000. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Genesee Intermediate School District  
Board of Education**

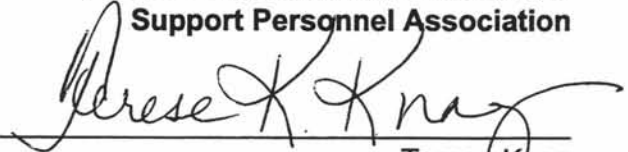


Lawrence P. Ford  
President

9/8/98

Date

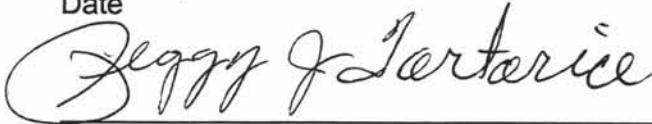
**Genesee Intermediate Educational  
Support Personnel Association**



Terese Khag  
President

8-26-98

Date



Peggy J. Tortorice  
Secretary

9-8-98

Date



Brenda Maynard  
Vice President

8-26-98


Date



Thomas Svitkovich, Ed.D.  
Superintendent

9-8-98

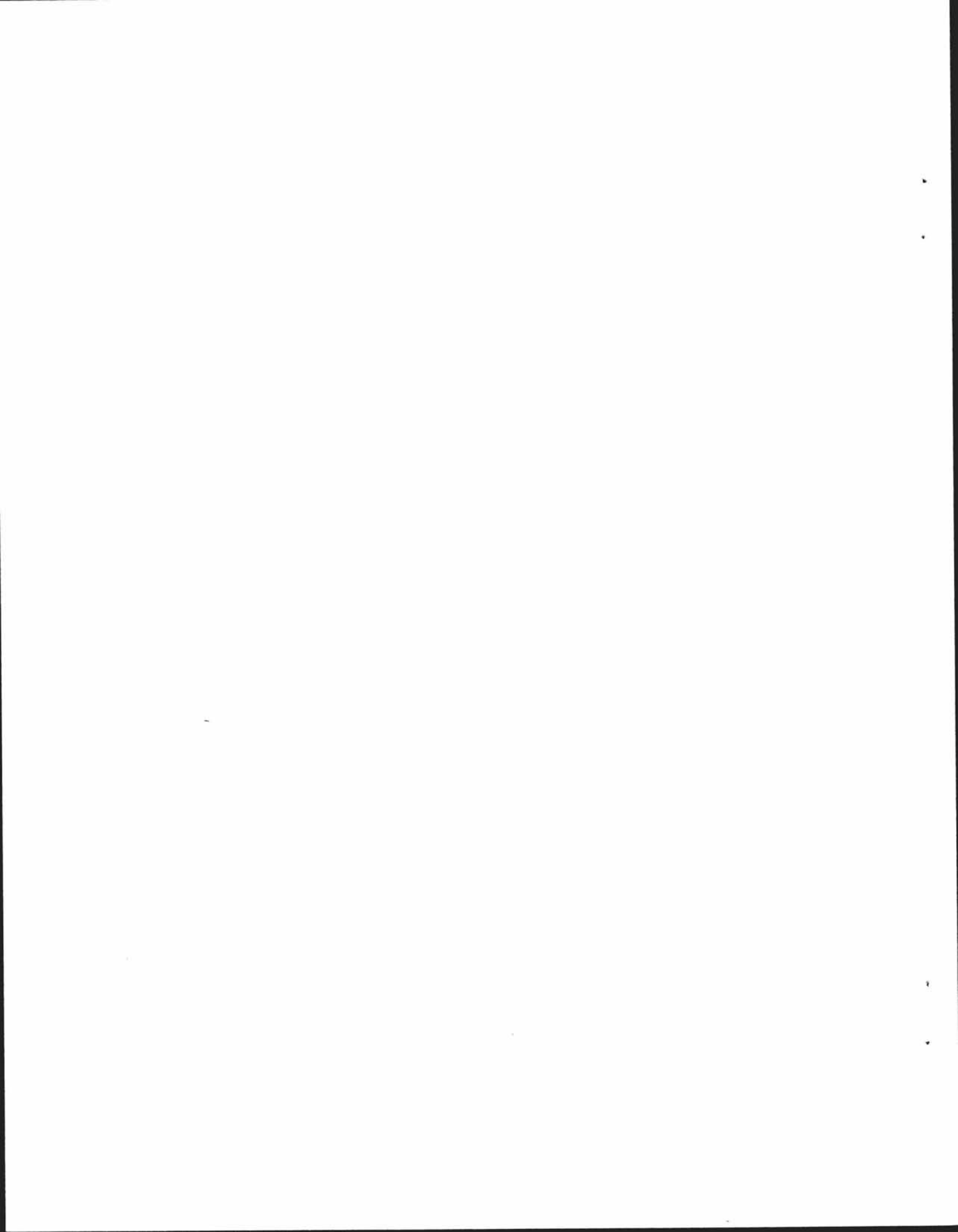
Date



Lane Hotchkiss  
MEA UniServ Director

9-9-98

Date



**Appendix A**

CAPSC Agreement , Project Specialist Bumping Rights, Effective April 30, 1992

Not applicable to transportation employees

## Appendix B

### Memorandum of Understanding Between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association

#### Utilization of Sick/Vacation Time in Conjunction with Disability Benefits

During the past three years, the GIESPA/Board Finance Committee recommended several changes in fringe benefits that resulted in improved insurance coverage while reducing the overall costs for insurance. The savings that resulted were shared with GIESPA members and the district on a 50/50 basis and led to the development of the tuition reimbursement program.

One of the improved insurance benefits was a reduction in the time an employee would have to wait to qualify for disability insurance coverage from 46 calendar days to 31 calendar days. In accordance with Article XV, Insurance Protection and Tuition Reimbursement, Section I, Disability Insurance, paragraph 1, "Coverage shall commence on the thirty-first calendar day after the beginning of the disability."

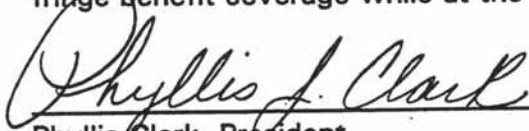
Following a review of the disability insurance policy and the procedures for applying for disability benefits, the union and district have agreed to the following:

1. Employees who become aware that their illness will extend for 31 calendar days or more should immediately contact the Human Resources Department and request the application for disability benefits.
2. Employees are responsible for communicating with their immediate supervisor the reason for absence, completing the *Report of Absence* form, and providing a written doctor's statement verifying the absence.
3. Employees who are eligible for disability benefits shall have the coverage commence on the 31st calendar day after the beginning of the disability as specified in Article XV, Section I, of the master agreement.
4. In order to save accumulated sick/vacation time, employees will be allowed to coordinate paid sick/vacation leave time with paid disability benefits, i.e., receive one-third of a day's pay from accumulated sick/vacation time and receive two-thirds of a day's pay from the disability insurance carrier. Employees shall use disability insurance benefits instead of full accumulated sick/vacation days after they become eligible for disability.
5. Due to cost considerations and contract language that specifies "coverage shall commence on the thirty-first (31st) calendar day after the beginning of the disability," employees may not utilize full accumulated sick/vacation days in lieu of disability benefits when they become eligible. Accumulated sick/vacation days, if utilized, will be coordinated as described in number 4 above.

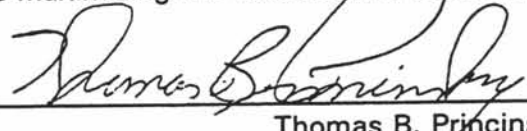


6. All other provisions under Section I, Disability Insurance, will apply; and questions relating to disability insurance coverage should be directed to staff in the Information Processing and Human Services Department.

We hope that this will clarify procedures related to applying for disability insurance. We look forward to working together to continue ways to explore insurances and other fringe benefit coverage while at the same time maximizing the utilization of benefits.



Phyllis Clark, President  
GIESPA Bargaining Unit



Thomas B. Princinsky  
Associate Superintendent

## Appendix C

### 1995 Amended GIESPA/Board Finance Committee Employee Insurance Recommendations September 1, 1994

The Union and the Board agree that this effort to reduce the cost of fringe benefits has been successful and will continue in the future. However, should it be determined by the GIESPA/Board Finance Committee and Business/Management Services Department staff that costs for providing insurances were not reduced as projected, then the Board may change the benefit coverage by providing reasonable notice to the employees and allowing sufficient time for the employees to sign up for insurance as follows:

**Annuity in Lieu of Health Insurance** shall change to \$86 per month for 10 months, \$860 per year.

**Life Insurance\*** - \$20,000. Employees electing MESSA health insurance shall receive \$15,000 life insurance coverage.

**Dental Insurance\*** - A plan equal to or exceeding the specifications of Delta Dental Plan E, 007, co-pay Class I/II/III, 80/80/80, Class III maximum \$1,300.

**Vision Insurance\*** - A plan equal to or exceeding the vision specifications as follows:

|                |  |
|----------------|--|
| Vision Exam    | \$40.00  |
| Lenses         |  |
| Single Vision  | 52.50  |
| Bifocal        | 61.00  |
| Trifocal       | 75.00  |
| Lenticular     | 90.00  |
| Frames         | 50.00  |
| Contact Lenses | Reimbursed at \$90.00 if not medically necessary (cosmetic). In lieu of all other benefits (exam, lenses and frames) during any plan year. |

#### **Disability Insurance\* -**

1. Coverage shall commence on the forty-sixth (46th) calendar day after the beginning of the disability.
2. Coverage equals sixty-six and two-thirds (66-2/3) percent of the employee's salary per diem rate for the first year and sixty-six and two-thirds (66-2/3) percent of the annual rate thereafter not to exceed a maximum benefit of \$2,775 per month.
3. Payments shall continue until termination of the disability or up to a maximum of five (5) years for full-time employees with less than three (3) consecutive years of service.

4. Disability benefits shall continue for those full-time employees who have been employed full-time for a period of over three (3) consecutive years according to the following schedule:

| <b><i>Age on Date the Period of Disability Commences</i></b> | <b><i>Maximum Benefit Period</i></b>              |
|--|---|
| Less than 60 years old.                                      | To age 65.  |
| At least 60 years old but less than 65 years of age.         | Five years of benefits.                           |
| At least 65 years old but less than 70 years of age.         | To age 70 but not less than one year of benefits. |
| Seventy years of age or older.                               | One year of benefits.                             |

**Longevity** - 10 years \$300, 15 years \$400, 20 years \$500, and 25 years \$600.

\* The Business/Management Services Department staff will develop specifications, seek bids and provide the Board through the GIESPA/Board Finance Committee with a recommendation regarding insurance benefits.

**Appendix D**

CAPSC Agreement, Licensed Practical Nurse Position, July 1, 1994

Not applicable to transportation employees

**Appendix E**

Memorandum of Understanding, Summer Recreation/Day Camp Program, May 6, 1991

Not applicable to transportation employees

## Index

|                          |   |
|--------------------------|---|
| Academic year positions  | 25  |
| Accumulated              | 32-34, 36, 58   |
| Address                  | 10, 28, 30, 47  |
| Application              | 12, 15, 30, 33-35, 37, 39, 58                               |
| Arbitration              | 19  |
| Automobile insurance     | 13  |
| Bulletin board           | 12, 29  |
| Bumping                  | 6, 25, 26, 57   |
| Cafeteria Plan           | 39  |
| Calendars                | 3, 48   |
| Calendar year positions  | 25  |
| CAPSC                    | 2, 10, 45, 57, 62   |
| CBIs                     | 30, 42, 48  |
| Child Care Leave         | 3, 22, 29, 36, 37   |
| Chronic absenteeism      | 13  |
| Conferences              | 12, 36, 51-54   |
| Coordination             | 41, 43  |
| Corrective discipline    | 12, 13, 19, 22, 32  |
| Court Appearance         | 3, 36   |
| Damage                   | 14, 27  |
| Death                    | 34, 42  |
| Dental insurance         | 3, 41, 60   |
| Direct deposit           | 13  |
| Disability               | 3, 4, 9, 21, 22, 29, 32, 33, 35, 37, 40, 42, 43, 58, 60, 61 |
| Drawing                  | 20, 21  |
| Dual Enrollment          | 3, 43   |
| Dues                     | 3, 15, 16   |
| Duration                 | 3, 9, 29, 34, 56  |
| Educational Leave        | 35  |
| Emergency                | 3, 13, 34   |
| Equivalent               | 26, 30, 33-37   |
| Evaluation               | 3, 46   |
| Excluded                 | 9   |
| Extra runs               | 30, 42, 48, 50  |
| Family Medical Leave Act | 32, 43  |
| Field trips              | 30, 42, 48, 50  |
| Flexible work schedules  | 27  |
| Formula                  | 20, 22, 23  |
| Fringe benefits          | 9, 37, 40, 44, 58, 60                                       |
| Frozen seniority         | 10, 23  |
| Funeral                  | 34  |
| Grievance                | 3, 12, 13, 18, 19, 24, 45                                   |
| Health insurance         | 3, 40, 43, 60   |
| Holiday                  | 3, 33, 42, 48, 52-55  |
| Immediate family         | 32, 34  |
| Insignia                 | 12  |
| Insurance premium        | 40, 43  |

|                              |                              |
|------------------------------|------------------------------|
| Insurance protection         | 3, 39, 40, 42, 58            |
| Inverse order                | 26                           |
| Involuntary                  | 3, 9, 29, 35                 |
| Job classifications          | 6, 8, 9, 23, 25              |
| Jury Duty                    | 3, 21, 35                    |
| Layoff                       | 3, 6, 9, 10, 22, 25-29, 43   |
| Leaves of Absence            | 3, 21, 22, 27, 29, 34        |
| Life insurance               | 3, 40, 42, 60                |
| Longevity                    | 3, 48, 49, 61                |
| Long-term leaves of absence  | 34                           |
| Negotiation                  | 3, 17                        |
| On-the-Job Injury            | 33                           |
| Open enrollment              | 3, 43                        |
| Overtime                     | 42, 48                       |
| Paid holiday                 | 48, 52, 54                   |
| Part-time                    | 9                            |
| Payroll deduction            | 14, 40                       |
| Personal business            | 33-35                        |
| Physician                    | 22, 33, 36                   |
| Positions                    | 6, 8-10, 25, 26, 29, 47      |
| Probationary                 | 3, 18, 20, 24, 26            |
| Promotion                    | 30                           |
| Reassignment                 | 25-27                        |
| Recall                       | 3, 9, 10, 23, 25, 28         |
| Reclassified                 | 9, 29                        |
| Recognition                  | 3, 6, 21                     |
| Reduction                    | 27, 48, 58                   |
| Released time                | 12                           |
| Seniority                    | 3, 10, 20-30, 34, 35, 37, 47 |
| Short-term leaves of absence | 21                           |
| Sick leave                   | 3, 32-34, 48                 |
| Straight pay                 | 48                           |
| Substitute                   | 12, 17, 20                   |
| Summer employment            | 21, 47                       |
| Summer programs              | 3, 47, 52, 54, 55            |
| TB test                      | 13                           |
| Temporary                    | 9, 21, 30                    |
| Transfer                     | 11, 25-27, 30                |
| Transportation employees     | 1, 5, 20-22, 24, 30, 57, 62  |
| Trial period                 | 30                           |
| Tuition Reimbursement        | 3, 39, 44, 58                |
| Vacancy                      | 29-31                        |
| Vacations                    | 3, 38                        |
| Vision insurance             | 3, 40, 41, 43, 60            |
| Voluntary quit               | 28, 37, 47                   |
| Wages                        | 3, 6, 14, 18, 48             |
| Win-Win                      | 12, 45                       |
| Without Pay                  | 3, 22, 27, 32, 34-37, 43     |
| Work schedules               | 11, 27, 31, 47, 48           |

GENESEE INTERMEDIATE SCHOOL DISTRICT  
Human Resources  
2413 West Maple Avenue  
Flint, Michigan 48507-3493

To: Transportation Employees

From: Terese Knag, President *Terese*  
Genesee Intermediate Educational  
Support Personnel Association

Thomas B. Princinsky *TB*  
Associate Superintendent

Date: October 11, 1999

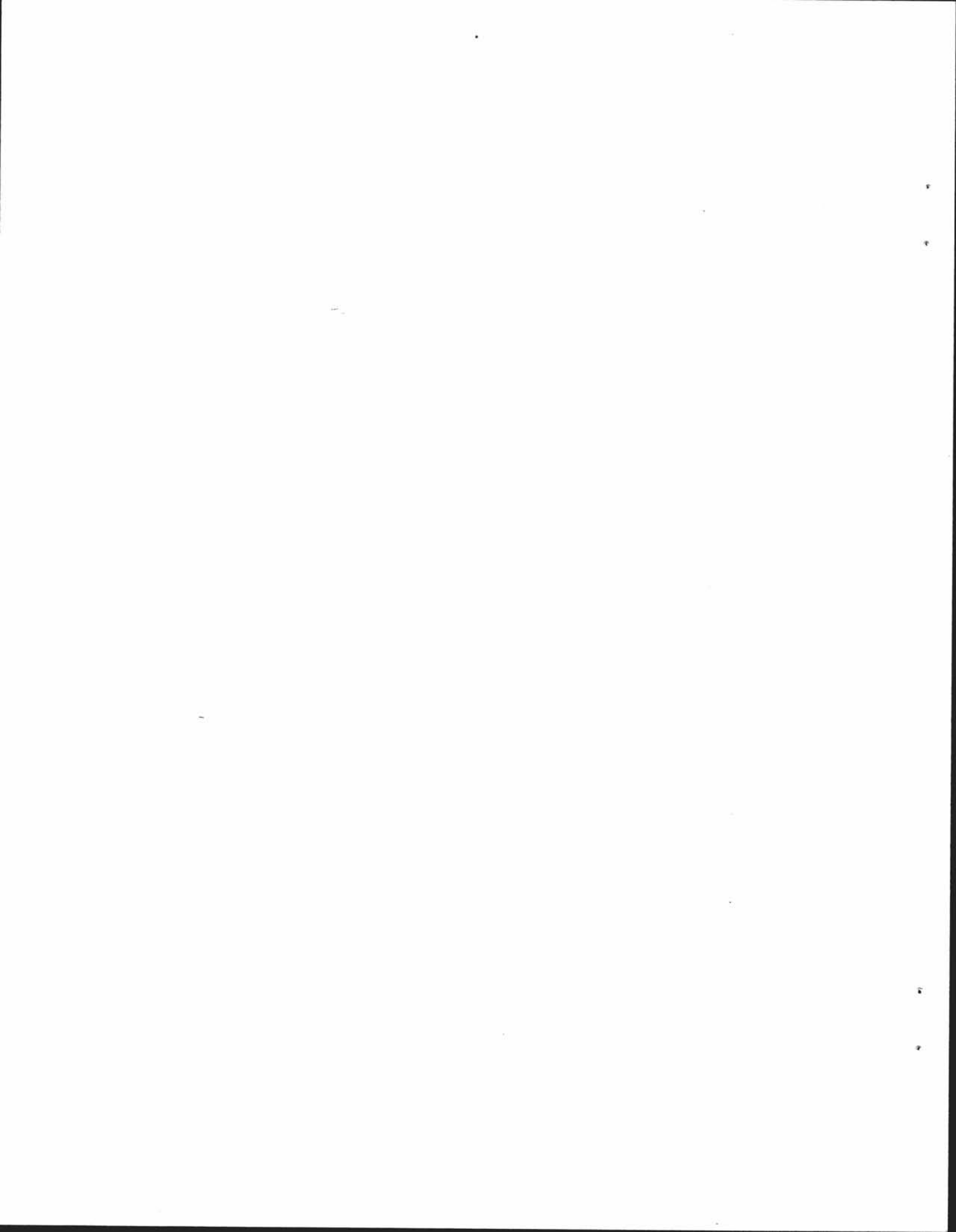
Re: **Insurance Coverage for Transportation  
Employees: CAPSC Agreement #1 1999-2000**

During negotiations it was agreed that insurance coverage for transportation employees covered by the agreement would follow the July 1 to June 30 fiscal year date and that the open enrollment period would be during the month of June. Following ratification of the agreement, we became aware that when we finalized the contract language we neglected to recognize the July through June dates in the master agreement.

Enclosed is a copy of the Contract Administration and Problem Solving Agreement #1 1999-2000 that corrects the error. Please insert the corrected contract language with your master agreement. If you have any questions please contact Terese at 591-4419 or Tom at 591-4528.

TBP:dsm  
Enclosure

capscsp\1101199





GENESEE INTERMEDIATE SCHOOL DISTRICT  
Human Resources

**Genesee Intermediate School District Board of Education  
Genesee Intermediate Educational Support Personnel Association**

**Contract Administration and Problem Solving Committee  
Agreement #1 1999-2000  
Insurance Coverage for Transportation Employees  
August 18, 1999**

The Contract Administration and Problem Solving Committee (hereinafter referred to as CAPSC) consists of representatives of the Genesee Intermediate School District Board of Education (hereinafter referred to as the Board of Education) and the Genesee Intermediate Educational Support Personnel Association (hereinafter referred to as GIESPA). Representing the Board of Education are Thomas Princinsky, Associate Superintendent, Human Resources; Judy Purdy, Principal, Marion D. Crouse Instructional Center; D. Mark Wingblad, Principal, Elmer A. Knopf Learning Center; and Vickie Owen, Transportation Supervisor. Representing GIESPA are Terese Knag, President; Brenda Maynard, Vice President; Debra Marien, Grievance Chairperson; Greg Burley, Secretary; and Lane Hotchkiss, MEA UniServ Director.

**Background**

On September 8, 1998, the Genesee Intermediate School District Board of Education ratified the Amendment and Attachment to the Agreement Between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association for the 1998-1999 and 1999-2000 school years. Article XV, Insurance Protection and Tuition Reimbursement, provides information on insurance coverage for bus drivers, district couriers and transportation aides covered by the Agreement. The contract language in this section of the Agreement was modeled after existing contract language covering other support staff employees in the district. During negotiations it was agreed that insurance coverage for transportation employees covered by the agreement would follow the July 1 to June 30 fiscal year date and that the open enrollment period would be during the month of June. Following ratification of the agreement, the parties became aware that when they finalized the contract language, they neglected to recognize the July through June dates in the master agreement. This CAPSC agreement is developed to recognize the July 1 to June 30 dates in Article XV, Section B, Insurance Coverage, as follows.

**Agreement**

**Article XV  
Insurance Protection and Tuition Reimbursement**

The Union and the Board agree that the rising cost of insurance is a problem. During the 1991-92 school year, a joint GIESPA/Board Finance Committee comprised of representatives from the Union and the District conducted a study to determine the feasibility of providing a cafeteria plan for employees or possibly self-insuring in certain areas of coverage, i.e. vision or dental. As a result, this section of the Agreement was opened during the 1992-93 school year and again during the 1994-95 school year to implement various cost saving techniques and programs. The Union and Board agree that this section of the Agreement may be opened by

mutual agreement of both parties for the implementation of additional cost saving techniques in the future.

The Union and the Board agree to have no more than four (4) representatives from the Union and no more than four (4) representatives from the Board work together on the GIESPA/Board Finance Committee to continue to study methods of reducing the cost for providing insurance coverage. The GIESPA/Board Finance Committee will continue to serve as an ad hoc committee to the Contract Administration and Problem Solving Committee as identified in Article XVI of this Agreement.

Effective September 1, 1998, the Board will establish a Section 125 Cafeteria Plan for bus drivers, district couriers and transportation aides. The plan will provide benefits for these employees and will allow them to purchase medical benefits, including health, dental and vision, with pre-tax dollars as defined by the Internal Revenue Service Code.

**A. Tuition Reimbursement Plan**

Effective July 1, 1998, the Board will reimburse employees for one (1) class per year up to four (4) credit hours, not to exceed six hundred dollars (\$600), for tuition, books and fees per year.

Employees shall submit an application for reimbursement for educational expenses to the Human Resources Department no later than two (2) weeks after enrollment in a course of study at a Michigan college or university listed in the current Michigan Educational Directory (see AOP #60).

Recommendations and decisions regarding reimbursement for educational expenses shall be made in accordance with AOP #60, Reimbursement for Educational Expenses.

Recommendations for eligibility for reimbursement shall be made by the joint GIESPA/Board Finance Committee and shall be subject to the final approval/disapproval of the Superintendent.

**B. Insurance Coverage**

Bus drivers, district couriers and transportation aides covered by this Agreement shall be eligible for benefits as described below:

1. Employees working less than 1,323 hours in a school year or an average of less than 132 hours per month shall have the amount of their board-paid health, dental and vision insurance premium adjusted in proportion to time worked/paid.
2. The board-paid health, dental and vision insurance premium for employees hired after July 1, 1998 will be calculated on the employee's assigned work schedule for the first sixty (60) calendar days of employment. Thereafter, it will be in proportion to time worked/paid per number 1 above.

3. The cost of insurance premium beyond the board-paid allowance will be paid through payroll deduction with pre-tax dollars through June 30 of each year per the Transportation Employee Cafeteria Plan. A payroll deduction authorization must be submitted when the employee enrolls for benefits.
4. Employees shall complete fringe benefit applications for health, dental, vision, life and disability insurance or sign a fringe benefit waiver form in order to be eligible for fringe benefits.
5. Health insurance after they have completed one (1) full day of work (subject to number 1 above), except those employees covered by another plan, in which case the employee shall be eligible at the time that coverage expires but not later than the first day of the month following the employee's first day of work.
  - a. Effective September 1, 1998, up to \$2,780 in single, two-person or full-family board-paid health insurance premium.
  - b. Effective July 1, 1999, up to \$3,058 in single, two-person or full-family board-paid health insurance premium.
  - c. The Board shall provide all employees (subject to the limitations of the carrier) the following choices of health insurance coverage: MESSA Super Care I, Blue Care Network, BCN-1, or Health Plus of Michigan, CS.

Employees who select MESSA Super Care I shall have their life insurance protection (number 8 below) reduced by the life insurance amount that is provided in the Super Care insurance plan. MESSA options will be available on the payroll deduction plan.

Employees electing a health insurance plan shall pay the fifty-dollar (\$50) or one hundred-dollar (\$100) annual deductible depending on the plan selected above (MESSA Super Care I).
  - d. Employees not previously enrolled under MESSA, Blue Care Network or Health Plus of Michigan may elect this coverage within thirty (30) calendar days of employment.
6. Vision insurance the first day following sixty (60) working days.
  - a. The Board shall provide all employees with vision insurance in accordance with the following specifications (subject to number 1 above):

Annual maximum benefit payable per family member September 1 through August 31 of each year.

| <b><i>Coverage</i></b>       | <b><i>Annual<br/>Maximum Benefit</i></b>  |
|------------------------------|---|
| <b><i>Vision Exam</i></b>    | <b><i>\$60.00</i></b>   |
| <b><i>Lenses</i></b>         |   |
| <b><i>Single Vision</i></b>  | <b><i>66.00</i></b>   |
| <b><i>Bifocal</i></b>        | <b><i>100.00</i></b>  |
| <b><i>Trifocal</i></b>       | <b><i>120.00</i></b>  |
| <b><i>Lenticular</i></b>     | <b><i>138.00</i></b>  |
| <b><i>Frames</i></b>         | <b><i>70.00</i></b>   |
| <b><i>Contact Lenses</i></b> | <b><i>Reimbursed at \$135.00 if not medically necessary<br/>(cosmetic). In lieu of all other benefits (exam, lenses<br/>and frames) during any plan year.</i></b> |

In order to be eligible for vision insurance, the employee must submit the vision reimbursement form to the Business/Management Services Department in a timely fashion, not to exceed one year from the date of occurrence, and attach proof of services as provided by the administering eye care specialist (optometrist or ophthalmologist). Vision reimbursement forms will be provided by the Board and will be available in the main office of all district facilities or by contacting the Business/Management Services Department.

7. Dental insurance the first day following sixty (60) working days.
  - a. Effective July 1, 1999, employees will be eligible for self-insured, full-family dental benefits (subject to number 1 above).
  - b. The Board shall provide all employees (subject to the limitations of the carrier) a self-funded dental insurance plan administered through SET/SEG, or comparable, as follows:
    - 1). Co-pay Class I/II/III, 50/50/50.
    - 2). Co-pay Class I/II/III, coordination of benefits, 50/50/50.

For either plan selected, the annual maximum benefit payable during the July 1 through June 30 period is \$1,200 per person. The Class III orthodontic life-time maximum benefit for eligible dependents nineteen (19) years of age or less is \$1,500.

8. Life insurance the first day following sixty (60) working days.

The Board shall provide all employees (subject to the limitations of the carrier) without cost to the employee, group term-life insurance protection which shall pay the employee's designated beneficiary the sum of \$15,000 upon death with double indemnity for accidental death and dismemberment.

Employees who select MESSA Super Care I shall have their life insurance protection as provided in this section reduced by the life insurance amount that is provided in the MESSA Super Care I plan as provided in number 5, paragraph c, above.

9. Disability insurance the first day following sixty (60) working days.

Disability insurance protection (subject to the limitations of the carrier) shall be provided for employees covered by this Agreement as outlined:

- a. Coverage shall commence on the thirty-first (31st) calendar day after the beginning of the disability.
- b. Coverage equals sixty-six and two-thirds (66-2/3) percent of the employee's salary per diem rate for the first year and sixty-six and two-thirds (66-2/3) percent of the annual rate thereafter not to exceed a maximum benefit of \$2,775 per month. Salary calculations include paid sick time and holiday pay. Pay for extra runs, field trips and CBIs (overtime pay) is not included in annual salary calculations.
- c. Payments shall continue until termination of the disability or up to a maximum of five (5) years for employees with less than three (3) consecutive years of service.
- d. Disability benefits shall continue for those employees who have been employed for a period of over three (3) consecutive years according to the following schedule:

| <b><i>Age on Date the Period of Disability Commences</i></b> | <b><i>Maximum Benefit Period</i></b>              |
|--|---|
| Less than 60 years old.                                      | To age 65.  |
| At least 60 years old but less than 65 years of age.         | Five years of benefits.                           |
| At least 65 years old but less than 70 years of age.         | To age 70 but not less than one year of benefits. |
| Seventy years of age or older.                               | One year of benefits.                             |

### **C. Changes in Coverage/Open Enrollment**

Employees with a change in marital status/dependents or other changes that affect their health, life, dental or vision insurance coverage must notify the Human Resources Department in writing within thirty (30) days of the date of occurrence to complete the necessary paperwork.

After September 1, 1998, employees may enroll in the health insurance, dental or vision insurance regardless of their date of employment during the open enrollment period of

June of each school year as it applies in Article XV, Section B, numbers 5, 6 and 7, and provided such enrollment does not result in dual enrollment for health insurance as it applies in Article XV, Section D, of this Agreement. The Board shall post a notice each year for the June open enrollment period.

**D. Dual Enrollment**

Employees may not sign up for health insurance coverage if it results in dual enrollment (coordination of benefits) with another insurance carrier for the employee, the employee's spouse and/or dependents.

Health insurance carriers will reject claims for employees who dual enroll (coordinate benefits) with another insurance carrier.

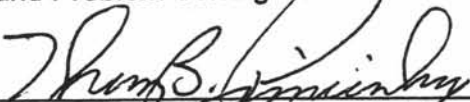
- E. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to F below).
- F. Insurance premium payments shall be effective from September 1 through August 31. Premium payments shall be for a twelve (12) month period for those employees completing their work year.
- G. Insurance premium payments for employees on disability or worker's compensation shall be paid by the Board while the employee maintains active employee status as defined in Article XIII, Section I, paragraph 1, of this Agreement. Payments and coverage are subject to the limitations of the carrier.
- H. Insurance premium payments shall be paid for the first thirty (30) days for an employee who is laid off prior to the completion of their scheduled work year. Employees who are laid off at the end of their scheduled work year shall have their premium payments paid until August 31 or thirty (30) days after their date of layoff, whichever is longer.
- I. Employees who select MESSA Super Care I and are laid off may be eligible to have their insurance premium waived by MESSA for a limited period of time. The employee is responsible for contacting MESSA, and the Board shall not be responsible for paying additional premium payments beyond the period identified in Section H above.
- J. Insurance premium payments shall not be paid by the Board while employees are on leave of absence in excess of twenty-five (25) work days or leave without pay unless the employee qualifies for benefits under Section G above or under the Family Medical Leave Act of 1993.
- K. Employees working eighteen (18) hours per week or more shall be eligible to receive fringe benefits, including tuition reimbursement. The above provision is subject to the provisions of the various requirements of the insurance carriers and subject to Section B, number 1 above.
- L. The Board and Union agree that the cost of providing worker's compensation coverage for employees has increased over the last several years. The Board and the Union agree that

during the term of this Agreement, employee work-related injury committees will continue in each program area under the direction and guidelines determined by the Contract Administration and Problem Solving Committee to study work-related injuries and implement programs to reduce on-the-job injuries.


**This Agreement is effective upon approval of the parties.**

\*\*\*\*\*

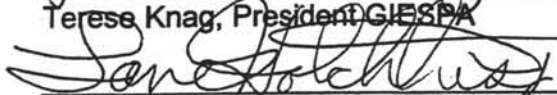
Agreement on CAPSC Agreement #1 1999-2000 was reached in the Contract Administration and Problem Solving Committee meeting on August 18, 1999. Attesting to this agreement are:

  
\_\_\_\_\_  
Thomas B. Princinsky, Associate Superintendent  
Human Resources

August 30, 1999  
Date

  
\_\_\_\_\_  
Terese Knag, President GIESPA

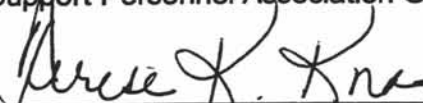
9-15-1999  
Date

  
\_\_\_\_\_  
Lane Hotchkiss, MEA UniServ Director

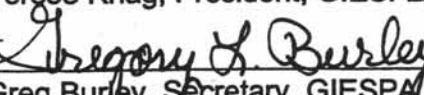
9/15/99  
Date

\*\*\*\*\*

Agreement on CAPSC Agreement #1 1999-2000 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on September 13, 1999

  
\_\_\_\_\_  
Terese Knag, President, GIESPA

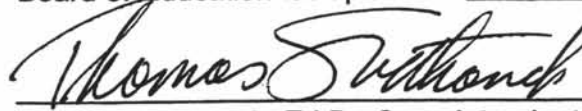
9-15-1999  
Date

  
\_\_\_\_\_  
Greg Burley, Secretary, GIESPA

9-15-1999  
Date

\*\*\*\*\*

Agreement on CAPSC Agreement #1 1999-2000 by the Genesee Intermediate School District Board of Education took place on September 28, 1999.

  
\_\_\_\_\_  
Thomas Svitkovich, Ed.D., Superintendent

9/29/99  
Date

