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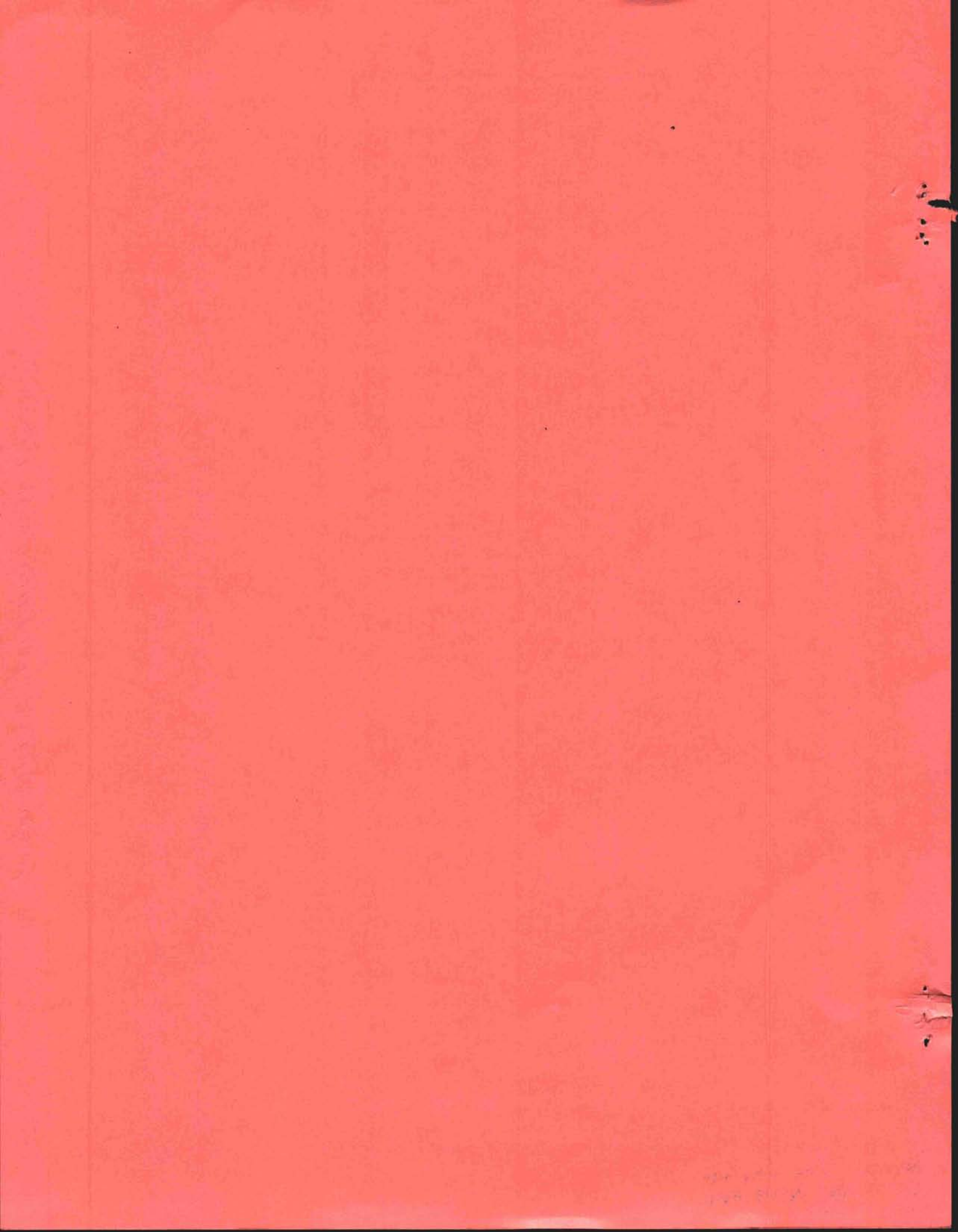
Agreement Between
the
Genesee Intermediate School District Board of Education
and the
Genesee Intermediate Educational Support Personnel Association

1995 - 1998



Amended for 1997-98
and
Extended for 1998-99 and 1999-2000

Genesee Intermediate School District

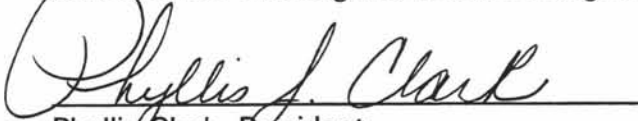


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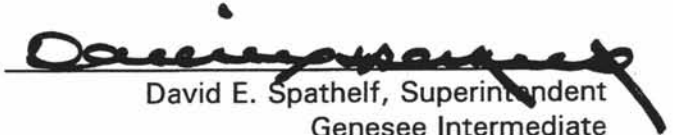
The Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association take pride in the continued Win-Win spirit utilized in negotiating this Agreement. This Agreement represents a commitment to excellence in education for the students and the constituent school districts in our service area.

Many hours of personal time were devoted by the Win-Win team members, and we look forward to the teamwork established through the Contract Administration and Problem Solving Committee (CAPSC) to ensure the effective implementation of the Agreement. A special thanks is extended to all of the Win-Win negotiations team members for a job well done.

We jointly salute the district administrators and all members of the Genesee Intermediate Educational Support Personnel Association for their competence, diligence, and dedication to meeting the mission and goals of the Genesee Intermediate School District.



Phyllis Clark, President
Genesee Intermediate Educational
Support Personnel Association



David E. Spathelf, Superintendent
Genesee Intermediate
School District

Negotiation Teams

Genesee Intermediate
School District

Edward Gwiazdowski
Director, Business/Management Services

Cindy McCain
Administrative Assistant
Business/Management Services

John Olson
Director, Vocational-Technical Education

Thomas Princinsky
Associate Superintendent, IPHS

Judy Purdy
Principal, MCIC

D. Mark Wingblad
Principal, EKLC

Al Luce
Personnel/Labor Relations Consultant

Genesee Intermediate Educational
Support Personnel Association

Gregory Burley
Custodian, MCIC

Dorothy Burns
Paraprofessional
Project CHOICE, McKinley Middle

Phyllis Clark
Paraprofessional
Project CHOICE, Durant-Tuuri-Mott

Judy Frantz
Paraprofessional, PPI

Stacy Gillman
Secretary SESC

Terese Knag
Accountant I, Business/Management Services

David Krupa
Head A-V Equipment Operator, REMC 14

Debra Marien
Paraprofessional, MCIC

Brenda Maynard
Paraprofessional, MCIC

Cathy Stewart
Secretary, MCIC

Lane Hotchkiss
MEA UniServ Director

GIESPA/Board Finance Committee and Contract Extension Team
1997-2000

Edward Gwiazdowski
Director, Business/Management Services

Cindy McCain
Administrative Assistant
Business/Management Services

Thomas B. Princinsky
Associate Superintendent
Human Resources

Judy Purdy
Principal, MCIC

Terese Knag
Accountant I
Business/Management Services

Debra Marien
Paraprofessional, MCIC

Brenda Maynard
Paraprofessional, EKLC

Lane Hotchkiss
MEA UniServ Director

Shirley Clark
Project Coordinator
Orientation/Insurance Processing

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**Agreement Between the
Genesee Intermediate School District Board of Education and
GISD Employees Represented by the
Genesee Intermediate Educational Support Personnel Association**

This Agreement entered into this 24th day of October, 1995 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 employees 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

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. 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, Section K, 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 Section 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. To maintain fringe benefits offered, 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 has successfully completed the probationary period and is assigned to a bargaining unit position.
- 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. Short-term leaves of absence not exceeding 25 work days and jury duty shall accrue seniority toward the 180 days/1,260 hours formula.
- D. 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 I below.

- E. Employees may not earn more than 1.00 years of seniority credit for any July 1 to June 30 school year.
- F. Additional hours worked in one July 1 to June 30 school year may not be transferred to another July 1 to June 30 school year for the purpose of calculating seniority credit.
- G. Employees transferring from one bargaining unit classification or position within a classification on a temporary basis (i.e., summer employment) shall earn seniority credit toward the 180 days/1,260 hours work year 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.
- H. 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 I below, or the adoption of a child.
 - 6. Time that the employee is on layoff.
- I. Employees on a child care leave of absence who are medically unable to return to work shall earn seniority credit toward the 180 days/1,260 hours formula 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.
- J. 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 utilizing the 180 days/1,260 hours formula.
- K. 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.

L. 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 K.

M. A current seniority list utilizing the 180 days/1,260 hours formula shall be published by August 1 of each year.

Article IX

Probationary Employees

- A. New employees shall be considered as probationary employees until they have been employed sixty (60) working days. After completion of sixty (60) working days, employees shall be considered as regular employees and their seniority will start as of their most recent date of hire.
- B. In the event probationary employees are absent during the probationary period, the number of days absent shall be added to the sixty (60) working 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.

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 1 through 20 of this Agreement.

Example: **Computer Operator** is a job classification. Positions within the **Computer Operator** job classification listed highest to lowest are Computer Operator III, Computer Operator II, and Computer Operator I. Levels of position listed highest to lowest are:

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

Example: **Secretary** is a job classification. Positions within the **Secretary** job classification listed highest to lowest are Program Secretary and Secretary. Levels of position listed highest to lowest are:

Calendar Year Program Secretary
Academic Year Program Secretary
Calendar Year Secretary
Academic Year Secretary

Example: **Paraprofessional, Special Education Programs**, is a job classification. Positions within the **Paraprofessional** job classification are Paraprofessional. Levels of position listed highest to lowest are:

Calendar Year Paraprofessional
Academic Year Paraprofessional

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.
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.

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. Laid off employees unable to transfer or bump within the same job classification in number 5 above may transfer or bump into a different job classification provided they have worked, within the last four (4) years, in the job classification into which they wish to transfer or bump, have earned at least one (1) year of seniority credit (not necessarily consecutive) within that job classification, can pass the appropriate competency tests, and meet the requirements of the position. The four (4) years set forth above shall be calculated by determining the previous 48 months from the date of the notification in number 3 above. The Union and Board negotiations team agree to revisit and review this language at the end of this Agreement.

Example: If a layoff meeting is held with a paraprofessional and the employee is unable to transfer or bump into a paraprofessional position, the employee has five (5) working days from the date of the layoff meeting to indicate in writing a desire to transfer or bump into another job classification in the GIESPA bargaining unit, such as secretary, custodian, etc., provided they have earned at least one (1) year of seniority credit within the job classification into which they wish to transfer, and they can pass the appropriate competency tests and meet the requirements of the position.

8. 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:

- Calendar year Program Secretary bumps a calendar year Program Secretary.
- Calendar year Project Specialist II bumps a calendar year Project Specialist II.

b. A lower level position within their job classification:

Example:

- Calendar year Program Secretary bumps a calendar year Secretary.
- Calendar year Project Specialist II bumps a calendar year Project Specialist I.

c. A lower level and lower work year position within their job classification:

Example:

- Calendar year Program Secretary bumps an academic year Secretary.
- Calendar year Project Specialist II bumps an academic year Project Specialist I.

9. Bumping rights for Project Specialists are described in CAPSC Agreement #2 of April 30, 1992 (see Appendix A).

10. Employees involuntarily reassigned, transferred, or bumped (according to seniority) to a lower level/work year position (calendar year to academic year) shall retain reassignment rights to an equivalent calendar year position for a period of time equal to their seniority, but not more than four (4) years from the date of reassignment.

11. Employees involuntarily reassigned, transferred, or bumped (according to seniority) to a higher level/work year position (academic year to calendar year) will remain in that position and do not have automatic return rights to their previous level/work year position. However, they may apply for a position under Article XI, Vacancies, Transfers, Promotions and Reassignments.

C. Should it become necessary to reduce an employee's work schedule from a calendar year (46 through 52 weeks) to an academic year (36 through 45 weeks), 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 senior calendar year status to the same level position within their job classification.
- E. The Board and the Union recognize that it may be necessary to change employee work schedules in order to meet the needs of the district and the constituent school districts. Should it be necessary to change employee work schedules **within** the calendar year (46 through 52 weeks for 230 through 260 paid work days, Section A, number 2, above) and/or **within** the academic year (36 through 45 weeks for 180 through 229 paid work days, Section A, number 3 above), 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 schedules and include 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) may request a meeting with Union representatives, the department director/program administrator and Associate Superintendent for Human Resources by submitting a written request to the Associate Superintendent within five (5) days from receipt of the notice in number 2 above.
 4. A meeting will be held with the affected employee prior to the effective date of change whenever possible.
 5. Notice of employee work schedule changes that result in a reduction in work hours will be sent by June 30 of each school year, whenever possible.

- F. 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.
- G. 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.
- H. Employees on layoff shall not accumulate seniority except in accordance with Article VIII, Section B, of this Agreement.
- I. 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.
- J. 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).
- K. 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.
- L. 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.
- M. 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 have been satisfied, a notice shall be posted on a bulletin board in each building for no less than five (5) working days before the position is filled.
- 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. Employees interested in a reassignment to or from least restrictive environment program/classrooms or from a least restrictive environment program/classroom back to a center-based program, shall complete the *Request for Reassignment* form and submit it to the program administrator for processing (refer to AOP #55, Employee Reassignments). Reassignments to positions created because of the implementation of a least restrictive environment program/classroom will be made according to the following:

1. Positions will be filled first with volunteers on the basis of experience, competency, qualifications and other relevant factors in accordance with applicable master agreement/AOP/building manual provisions. If two or more employees are equal in experience, competency, qualifications and other relevant factors, then the employee with higher seniority will be reassigned.
 2. The employee with the majority of students being transferred from a particular classroom will be given first preference for reassignment, subject to the criteria above, whenever possible.
 3. Should an insufficient number of employees request a reassignment to an available LRE/Project CHOICE classroom, the employee with the least seniority in their designated center-based program (autistic impaired, preprimary impaired, severely mentally impaired or trainable mentally impaired) meeting the criteria defined in number 1 above may be reassigned to the new LRE/Project CHOICE classroom in accordance with applicable master agreement/AOP/building manual provisions.
 4. If the paraprofessional designated to go to the new LRE/Project CHOICE classroom in number 3 above has more seniority than a paraprofessional already assigned to an LRE/Project CHOICE classroom in their designated center-based program (autistic impaired, preprimary impaired, severely mentally impaired or trainable mentally impaired), then the paraprofessional in number 3 above may be given the option to transfer either to the new LRE/Project CHOICE classroom or to the position held by the lowest senior paraprofessional in their designated center-based program.
 5. Also, the reverse will apply. A paraprofessional already assigned and working in a LRE/Project CHOICE classroom that is designated for merger/closure may be given an option to transfer either to the lowest senior paraprofessional position in their designated center-based program or the lowest senior LRE/Project CHOICE paraprofessional position served through their designated center-based program.
 6. The above language will be used as a guide to involuntarily reassign an employee as a result of a new, merged and/or closed LRE/Project CHOICE classroom. The administrator will use seniority, experience, competency, qualifications and other relevant factors to determine which employee is better qualified for a particular assignment.
- K. 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. Sick leave shall be computed and accrued on the basis of the fiscal year.
- C. Academic year employees shall receive ten (10) days of sick leave, and calendar year employees shall receive twelve (12) days of sick leave on July 1 of each school year. Employees taking time off without pay or not completing their work year shall have their sick leave prorated in proportion to the time worked. New employees shall be credited with a sick day if they work two-thirds (2/3) of the work days their first month of employment and then prorated for the balance of time worked. Employees working more than eighteen (18) hours per week, but less than full time, shall receive sick leave in proportion to time worked.
- D. 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.
- E. 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. Employees taking time off without pay shall have their sick time adjusted accordingly. Sick leave may be used in increments of one-fourth (1/4) hour.
- F. Employees terminating employment shall pay the District the dollar value of ineligible sick time used but not earned through an automatic adjustment in their last paycheck. Employees with insufficient earnings in their last paycheck shall reimburse the District the dollar amount within ten (10) days from their last day of work.
- G. 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.
- H. 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 his 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.

- I. 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 Superintendent 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).
- J. 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.
- K. 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.
- L. 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

- A. The period to be used in determining vacation allowances will be that starting July 1 and ending June 30 of the previous fiscal year. Scheduling of vacation time must be approved by the employee's immediate supervisor, the department director, building administrator and the Superintendent or his designee.
- B. Vacation days shall be granted to classified, information processing employees, and project specialists as provided below:

<i>Years of Employment As of July 1</i>	<i>1995-96</i>	<i>1996-97</i>	<i>1997-98</i>
0 to 5 years	10 days	11 days	13 days
After 5 years	15 days	16 days	18 days
After 10 years	20 days	21 days	23 days

- 1. Vacation time is posted on the basis of the employees' working twelve (12) months during the July 1 through June 30 fiscal year. Employees taking time off without pay, terminating employment prior to the completion of the fiscal year, or those employees who work an academic year schedule shall have their vacation time adjusted in proportion to the actual time worked.
 - 2. Employees may convert accumulated sick leave days in excess of thirty (30) days to vacation days in accordance with Article XII, Section F, of this Agreement.
 - 3. Employees working more than eighteen (18) hours per week, but less than full time, shall receive vacation time in proportion to time worked.
- C. Vacation days shall be granted to full-time paraprofessionals, nurse aides/licensed practical nurses, physical therapist assistants, and certified occupational therapist assistants working 230 days in the MCIC program as provided below:

<i>Years of Employment As of July 1</i>	<i>Vacation Days</i>
0 to 5 years	5 days
After 5 years	10 days

- 1. Vacation time is posted on the basis of the employees' working twelve (12) months during the July 1 through June 30 fiscal year. Employees taking time off without pay or terminating employment prior to the completion of the 230-day year shall have their vacation time adjusted in proportion to the actual time worked.

2. Employees may convert accumulated sick leave days in excess of thirty (30) days to vacation days in accordance with Article XII, Section F, of this Agreement.
 3. Employees working more than eighteen (18) hours per week, but less than full time, shall receive vacation time in proportion to time worked.
- D. During the 1995-96 school year, employees with less than five (5) years of employment shall have their vacation time posted in ten (10) equal installments July through April of each year. Effective July 1, 1996, employees shall have one-half of their vacation time posted on July 1 of each school year and the balance posted on January 1 of that school year. Effective July 1, 1997, employees shall have their vacation time posted on July 1 of each school year.
 - E. Employees terminating employment shall pay the District the dollar value of ineligible vacation time used but not earned through an automatic adjustment in their last paycheck. Employees with insufficient earnings in their last paycheck shall reimburse the District the dollar amount within ten (10) days from their last day of work.
 - F. Accrued vacation time must be used within six (6) months (by December 31) after the end of the fiscal year in which it is earned. However, upon approval of the Superintendent, a maximum of five (5) unused vacation days may be carried over an additional six (6) months (until June 30); thereafter, vacation time is lost.
 - G. Employees wishing to carry vacation time beyond December 31 must submit a written request to the Superintendent by December 1 of that school year.
 - H. A vacation day is equivalent to the number of hours in an employee's regular work day.
 - I. No vacation leave shall accrue while an employee is on leave of absence, disability leave, released time, sick leave without pay, other leave without pay or layoff. Employees taking time off without pay shall have their vacation time adjusted accordingly.
 - J. Vacation time may be used in increments of one-fourth (1/4) hour.
 - K. Following notification to the immediate supervisor and approval by the department director and the Superintendent or his designee, vacation days may be used in cases of illness and/or disability when sick leave days have been exhausted provided no disability benefits are in effect. Employees may coordinate accumulated vacation leave with disability benefits (see Appendix B of this 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.

As a result of implementing cost saving techniques, a tuition reimbursement program was developed and implemented by the GIESPA/Board Finance Committee through the Union Executive Board and the District Superintendent. Fifty (50%) of the savings realized during the 1992-93 and 1993-94 school years was placed in a fund for distribution to participating employees on an equal percentage basis for the cost of tuition, textbooks and fees in accordance with AOP #60. Employees covered by this Agreement are eligible for tuition reimbursement provided the employee meets the tuition reimbursement requirements and money continues to be available through various cost cutting techniques as recommended by the GIESPA/Board Finance Committee.

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 November 1, 1995, the Board will provide eligible employees insurance protection and tuition reimbursement as specified in Article XV, Sections A through Q, of this Agreement. Should it be determined by the GIESPA/Board Finance Committee and Business/Management Services Department staff that the costs for providing insurance as identified in Sections A through Q 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 employees to sign up for insurances as identified in the September 1, 1994 GIESPA/Board Finance Committee Employee Insurance Recommendations (see Appendix C).

Effective July 1, 1996, the Board and the Union agree that options for employees through the development of a Section 125 Plan in accordance with the Internal Revenue Service Code may be advantageous for the employees and the district. Therefore, the Board and the union will implement a Section 125 Plan with an effective date of September 1, 1996 that allows employees to elect health insurance or a cash option, Section E of this Agreement. Further, the GIESPA/Board Finance Committee will continue to work together for possible expansion of the Section 125 Plan to include dependent care, medical reimbursement accounts and/or other programs as allowed under the IRS Code.

Any future expansion of the Section 125 Plan must be recommended by the Contract Administration and Problem Solving Committee and approved by the GIESPA Governing Board and the GISD Board of Education prior to implementation.

A. Tuition Reimbursement Plan

Employees covered by this Agreement may be eligible for reimbursement for educational expenses for up to eight (8) credit hours total per year provided the employee meets the tuition reimbursement requirements and money continues to be available through various cost-saving techniques as recommended by the GIESPA/Board Finance Committee through June 30, 1998.

After June 30, 1998, tuition reimbursement will no longer be funded through cost savings as identified by the GIESPA/Board Finance Committee. 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

Employees covered by this Agreement shall be eligible for:

1. Health insurance after they have completed one full day of work, 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; and
2. Life, dental, vision and disability insurance the first day following the 60 working day probationary period.
3. 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.
4. Employees working less than full time shall receive insurance coverage in proportion to time worked (Section P).

5. 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.

C. Changes in Coverage/Open Enrollment

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

Employees may enroll in the health insurance/cash option, 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, number 2 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. Health Insurance/Cash Option

The Board shall provide all employees (subject to the limitations of the carrier) the following choices of health insurance coverage:

1. MESSA Super Care I. Employees who select MESSA Super Care I shall have their life insurance protection (Section F 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.
2. Blue Care Network, BCN-1.
3. Health Plus of Michigan, CS.
4. 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.
5. Cash Option
Effective September 1, 1996, in accordance with the Internal Revenue Service Code, Section 125, employees not electing MESSA, Blue Care Network or Health Plus of Michigan coverage as described in numbers 1 through 3 above shall receive one hundred dollars (\$100) per month (\$1,000 per year) payable in ten

(10) installments, September through June of each school year. The cash option shall be subject to applicable federal, state, local and social security (FICA) taxes.

6. Employees shall be eligible to elect salary reduction for an approved annuity of their choice. The employee is responsible for contacting the annuity representative and submitting the necessary paperwork to the Human Resources Department (see AOP #9).

F. Life Insurance

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 \$30,000 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 Section E above.

G. Dental Insurance

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, 90/90/90.
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.

H. Vision Insurance

The Board shall provide all employees with vision insurance in accordance with the following specifications:

Annual maximum benefit payable per family member September 1 through August 31 of each year. Effective November 1, 1995, provided the employee and/or employee's eligible family member has not maximized their eligible vision benefits during September and October 1995, the coverage will be provided as follows:

<i>Vision Exam</i>	<i>\$50.00</i>
<i>Lenses</i>	
<i>Single Vision</i>	<i>56.00</i>
<i>Bifocal</i>	<i>90.00</i>
<i>Trifocal</i>	<i>110.00</i>
<i>Lenticular</i>	<i>128.00</i>
<i>Frames</i>	<i>60.00</i>

Contact Lenses

Reimbursed at \$125.00 if not medically necessary (cosmetic). In lieu of all other benefits (exam, lenses and frames) during any plan year.

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.

I. Disability Insurance

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

1. Coverage shall commence on the thirty-first (31st) 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 employees with less than three (3) consecutive years of service.
4. 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:

Age on Date the Period of Disability Commences

Maximum Benefit Period

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.

- J. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to K below).
- K. 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.

- L. 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.
- M. 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.
- N. 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 M above.
- O. 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 L above or under the Family Medical Leave Act of 1993.
- P. Employees working more than eighteen (18) hours per week, but less than full time, shall receive fringe benefits, including tuition reimbursement if eligible, in proportion to time worked. The above provision is subject to the provisions of the various requirements of the insurance carriers.
- Q. Employees who take a voluntary reduction in their work day in order to prevent layoffs shall be entitled to full fringe benefits.
- R. 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

- A. Summer employment in the extended school year for paraprofessionals, nurse aides/licensed practical nurses, physical therapist assistants and certified occupational therapist assistants employed in the Elmer A. Knopf Learning Center, including the programs for the trainable mentally impaired, autistic impaired, and preprimary impaired, and the Day Treatment Program: should it be necessary to offer programs beyond the academic year, the procedure for determining employment shall be as follows.
1. The Board shall determine the programs and number of positions by job classification.
 2. The Board shall notify the Union by April 1 of each year as to the intent to operate a summer 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.
 4. The Board shall select employees on the basis of those employees with the most seniority within the employee group by program (i.e., trainable mentally impaired, autistic impaired, preprimary impaired, and Day Treatment) being given first opportunity.
 5. Should an insufficient number of employees within the employee group by program in number 4 above request summer employment, the Board shall develop a combined seniority list of paraprofessionals in the trainable mentally impaired, autistic impaired, preprimary impaired and Day Treatment programs and select employees 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.
- B. The procedure for requesting the summer off for 230-day MCIC employees shall be as follows:
1. On or before February 1 of each school year, the employee shall submit a written request to the Superintendent to take the MCIC summer work session off without pay.
 2. The Superintendent may grant the request for the summer work session off without pay provided a sufficient number of employees are available to operate the summer program in accordance with the special education rules.

3. Seniority shall be used to grant the request for the summer off without pay. However, no employee may be off for more than two (2) consecutive summers if other employees with less seniority are requesting the summer off.

Article XX

Wages, Calendars, and Holidays

- A. Wages, calendars, and paid holidays for 1995-96, 1996-97, 1997-98, 1998-99 and 1999-2000 are detailed on pages 56 through 71.
- B. The normal work week shall consist of five (5) consecutive work days; however, the Board may adjust the work schedule to meet the needs of the District. The work day shall normally be eight (8) hours per day for information processing and custodial employees, seven and one-half (7-1/2) hours per day for all other classified employees and project specialists, and seven (7) hours per day for paraprofessionals, nurse aides/licensed practical nurses, physical therapist assistants and certified occupational therapist assistants.
- C. Overtime pay shall be paid to employees for hours worked in excess of eight (8) hours per day and/or forty (40) hours in any work week. All paid vacation days, sick days and holidays shall be credited toward the forty (40) hour 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 holiday pay shall be at two (2) times the hourly rate. Flex schedules and compensatory time may be applied in accordance with AOP #45 and/or AOP #55.
- D. Effective July 1, 1990, the Custodian III classification was eliminated and all Custodian III employees reclassified to Custodian. Those employees grandfathered for the purpose of pay in the 1991-1994 contract shall receive a 3% base pay increase for 1995-96, a 3% base pay increase for 1996-97, a 2.75% base pay increase for 1997-98, a 2.5% base pay increase for 1998-99, and a 2.5% increase for 1999-2000 calculated after the employee has received an experience step, if applicable.
- E. Effective July 1, 1991, Supervising Secretary I and A-V Operations Supervisor positions were accreted into the Genesee Intermediate Educational Support Personnel Association as Program Secretary and Head A-V Equipment Operator. These positions grandfathered for the purpose of pay in the 1991-1994 contract shall receive a 3% base pay increase for 1995-96, a 3% base pay increase for 1996-97, a 2.75% base pay increase for 1997-98, a 2.5% base pay increase for 1998-99, and a 2.5% base pay increase for 1999-2000 calculated after the employee has received an experience step, if applicable.
- F. 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 Schedules, pages 69, 70 and 71)
- G. 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.
- H. Only full-time classified, information processing employees and project specialists shall be eligible to receive a scheduled fifteen (15) minute break during each of the first (1st) and second (2nd) half of that employee's work day. The employee shall be required to

be back to the assigned work station fifteen (15) minutes after commencement of that employee's break time.

- I. Academic year employees shall be paid on a twenty-one (21), twenty-six (26), or straight pay schedule. The selection of the number of pays must be made two (2) weeks prior to the first pay in September. Once the twenty-one (21), twenty-six (26), or straight pay schedule has been selected, it may not be changed for that year. Academic year employees hired after January 1 of a school year may only select a twenty-one (21) or straight pay schedule for that year only.
- J. Paraprofessionals shall have a working lunch.
- K. Employees covered by this Agreement hired before January 1 of a school year shall be given credit for a full year of experience on the salary schedule as of the following July 1. Experience credit shall not be given for part-time or substitute employment.
- L. 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>1995-96</i>	<i>1996-97</i>	<i>1997-98</i>	<i>1998-99</i>	<i>1999-2000</i>
More than 10 and less than 15	\$350	\$375	\$400	\$400	\$400
More than 15 and less than 20	450	475	500	500	500
More than 20 and less than 25	550	575	600	600	600
More than 25	650	675	700	700	700

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:

<i>GISD Experience</i>	<i>Longevity</i>
10 years	\$300
15 years	\$400
20 years	\$500
25 years	\$600

Salary Schedules

Classified Salary Schedule

1995-96 Steps	CLASSIFICATIONS	
	1	2
1	10.59	11.68
2	11.05	12.20
3	11.47	12.74
4	11.92	13.25
5	12.42	13.80
6	12.92	14.35
7	13.44	14.93

1996-97 Steps	CLASSIFICATIONS	
	1	2
1	10.91	12.03
2	11.38	12.57
3	11.81	13.12
4	12.28	13.65
5	12.79	14.21
6	13.31	14.78
7	13.84	15.38

1997-98 Steps	CLASSIFICATIONS	
	1	2
1	11.21	12.36
2	11.69	12.91
3	12.14	13.48
4	12.62	14.02
5	13.14	14.60
6	13.67	15.19
7	14.22	15.80

1998-99 Steps	CLASSIFICATIONS	
	1	2
1	11.49	12.67
2	11.98	13.23
3	12.44	13.82
4	12.94	14.37
5	13.47	14.97
6	14.01	15.57
7	14.58	16.20

1999-2000 Steps	CLASSIFICATIONS	
	1	2
1	11.78	12.99
2	12.28	13.56
3	12.75	14.16
4	13.26	14.73
5	13.81	15.34
6	14.36	15.96
7	14.94	16.60

CLASSIFICATIONS

1 Secretary
A-V Equipment Operator
Distribution Center Operator
Audio-Visual Technician
Graphics Assistant
Custodian
Key Entry Operator

2 **Program Secretary**
Head A-V Equipment Operator
Computer Operator I
Senior Audio-Visual Technician
Project Coordinator I
Head Custodian

Night shift differential will be paid at 20 cents per hour for regularly scheduled second and third shifts.

Information Processing and Specialist Salary Schedule

1995-96		CLASSIFICATIONS		
Steps	1	2	3	
1	13.87	15.09	16.17	
2	14.42	15.62	16.72	
3	14.95	16.23	17.38	
4	15.52	16.76	18.07	
5	16.17	17.46	18.72	
6	16.76	18.07	19.39	
7	17.38	18.58	19.86	

1996-97		CLASSIFICATIONS		
Steps	1	2	3	
1	14.29	15.54	16.66	
2	14.85	16.09	17.22	
3	15.40	16.72	17.90	
4	15.99	17.26	18.61	
5	16.66	17.98	19.28	
6	17.26	18.61	19.97	
7	17.90	19.14	20.46	

1997-98		CLASSIFICATIONS		
Steps	1	2	3	
1	14.68	15.97	17.11	
2	15.26	16.53	17.70	
3	15.82	17.18	18.39	
4	16.43	17.74	19.12	
5	17.11	18.48	19.81	
6	17.74	19.12	20.52	
7	18.39	19.66	21.02	

1998-99		CLASSIFICATIONS		
Steps	1	2	3	
1	15.05	16.37	17.54	
2	15.64	16.94	18.14	
3	16.22	17.61	18.85	
4	16.84	18.18	19.60	
5	17.54	18.94	20.31	
6	18.18	19.60	21.03	
7	18.85	20.15	21.55	

1999-2000		CLASSIFICATIONS		
Steps	1	2	3	
1	15.42	16.78	17.98	
2	16.03	17.37	18.60	
3	16.62	18.05	19.32	
4	17.26	18.64	20.09	
5	17.98	19.42	20.81	
6	18.64	20.09	21.56	
7	19.32	20.66	22.08	

CLASSIFICATIONS

- 1 IP Liaison I
Computer Operator II
Accountant I
Computer Programmer I
Network Coordinator I
- 2 Computer Programmer II
Network Coordinator II
Project Specialist I
Physical Therapist Assistant *
Certified Occupational Therapist Assistant *
Licensed Practical Nurse
IP Liaison II
Computer Operator III
Accountant II
Graphics Specialist
- 3 Senior Computer Programmer
Project Specialist II
A-V Production Specialist

Night shift differential will be paid at 20 cents per hour for regularly scheduled second and third shifts.

* Eligible for vacation pay in accordance with Article XIV, Section C, and holiday pay in accordance with the paraprofessional holiday schedule for the building in which they are assigned.

Paraprofessional Salary Schedule

1995-96		CLASSIFICATIONS	
Steps	HS	HS + 30	
1	11.96	12.55	
2	12.51	13.13	
3	13.07	13.73	
4	13.68	14.35	
5	14.30	15.01	
6	14.93	15.69	
7	15.68	16.47	

CLASSIFICATIONS

Nurse Aide (no position after 1996-97)
Paraprofessional

Sign Language Interpreter/Tutor

1996-97		CLASSIFICATIONS	
Steps	HS	HS + 30	
1	12.32	12.93	
2	12.89	13.52	
3	13.46	14.14	
4	14.09	14.78	
5	14.73	15.46	
6	15.38	16.16	
7	16.15	16.96	

1997-98		CLASSIFICATIONS	
Steps	HS	HS + 30	
1	12.66	13.28	
2	13.24	13.90	
3	13.83	14.53	
4	14.48	15.19	
5	15.13	15.89	
6	15.80	16.61	
7	16.59	17.43	

1998-99		CLASSIFICATIONS	
Steps	HS	HS + 30	
1	12.98	13.61	
2	13.57	14.25	
3	14.18	14.89	
4	14.84	15.57	
5	15.51	16.29	
6	16.20	17.03	
7	17.00	17.87	

1999-2000		CLASSIFICATIONS	
Steps	HS	HS + 30	
1	13.30	13.95	
2	13.91	14.60	
3	14.53	15.27	
4	15.21	15.96	
5	15.90	16.69	
6	16.60	17.45	
7	17.43	18.31	

Schedule A

GISD 1995-96

Student Calendar for Paraprofessionals, Nurse Aide/Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants

August 25, 1995	Friday	Last Day for 230-Day Mandated Programs and Extended Schedules for 1994-95
August 28, 1995	Monday	Orientation/School Improvement/Staff Development/Inservice - Employees Only
August 29, 1995	Tuesday	School Improvement/Staff Development/Inservice - Employees Only
August 30, 1995	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
September 4, 1995	Monday	Labor Day
October 4, 1995	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
October 9, 1995	Monday	Parent/Teacher Conferences * - Students A.M. Only
November 23, 1995	Thursday	Thanksgiving Day
November 24, 1995	Friday	Thanksgiving Vacation
December 20, 1995	Wednesday	Christmas Vacation
December 21, 1995	Thursday	
December 22, 1995	Friday	
December 25, 1995	Monday	Christmas Day
December 26, 1995	Tuesday	
December 27, 1995	Wednesday	
December 28, 1995	Thursday	
December 29, 1995	Friday	
January 1, 1996	Monday	New Year's Vacation
January 2, 1996	Tuesday	Classes Resume All Programs
January 10, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
January 15, 1996	Monday	Martin Luther King's Birthday - Nonwork Day
February 16, 1996	Friday	Winter Break - Nonwork Day
February 19, 1996	Monday	Winter Break - Nonwork Day
March 13, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only

**Schedule A
1995-96 (continued)**

April 5, 1996	Friday	Easter Vacation
April 8, 1996	Monday	
April 9, 1996	Tuesday	
April 10, 1996	Wednesday	
April 11, 1996	Thursday	
April 12, 1996	Friday	
April 15, 1996	Monday	Classes Resume All Programs
April 24, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 8, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 21, 1996	Tuesday	Parent/Teacher Conferences * - Students A.M. Only
May 27, 1996	Monday	Memorial Day
June 6, 1996	Thursday	Final Day of Classes All Programs
June 7, 1996	Friday	Records Day - Employees Only
June 10, 1996	Monday	First Day 230-Day Mandated Programs and Extended Schedules; Students/Employees Reduced Work Day
July 1, 1996	Monday	Summer Vacation 230-Day Mandated Programs
July 2, 1996	Tuesday	
July 3, 1996	Wednesday	
July 4, 1996	Thursday	Independence Day **
July 5, 1996	Friday	
July 8, 1996	Monday	Classes Resume 230-Day Mandated Programs
August 23, 1996	Friday	Last Day 230-Day Mandated Programs and Extended Schedules for 1995-96
		184 Teacher Days Academic Year 180 Student Days Academic Year 50 Summer Student Days - 230-Day Mandated Programs

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

** Paid holiday for employees working the 230-day mandated program at MCIC.

Schedule B

GISD 1996-97

Student Calendar for Paraprofessionals, Nurse Aide/Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants

August 23, 1996	Friday	Last Day for 230-Day Mandated Programs and Extended Schedules for 1995-96
August 26, 1996	Monday	Orientation/School Improvement/Staff Development/Inservice - Employees Only
August 27, 1996	Tuesday	School Improvement/Staff Development/Inservice - Employees Only
August 28, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
August 30, 1996	Friday	Nonwork Day
September 2, 1996	Monday	Labor Day
October 9, 1996	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
October 14, 1996	Monday	Parent/Teacher Conferences * - Students A.M. Only
November 28, 1996	Thursday	Thanksgiving Day
November 29, 1996	Friday	Thanksgiving Vacation
December 23, 1996	Monday	Christmas Vacation
December 24, 1996	Tuesday	
December 25, 1996	Wednesday	Christmas Day
December 26, 1996	Thursday	
December 27, 1996	Friday	
December 30, 1996	Monday	
December 31, 1996	Tuesday	
January 1, 1997	Wednesday	New Year's Vacation
January 2, 1997	Thursday	
January 3, 1997	Friday	
January 6, 1997	Monday	Classes Resume All Programs
January 8, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
January 20, 1997	Monday	Martin Luther King's Birthday - Nonwork Day
February 14, 1997	Friday	Winter Break - Nonwork Day
February 17, 1997	Monday	Winter Break - Nonwork Day
March 12, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
March 28, 1997	Friday	Easter Vacation
March 31, 1997	Monday	

**Schedule B
1996-97 (continued)**

April 1, 1997	Tuesday	Easter Vacation
April 2, 1997	Wednesday	
April 3, 1997	Thursday	
April 4, 1997	Friday	
April 7, 1997	Monday	Classes Resume All Programs
April 23, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 14, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 20, 1997	Tuesday	Parent/Teacher Conferences * - Students A.M. Only
May 26, 1997	Monday	Memorial Day
June 9, 1997	Monday	Final Day of Classes All Programs
June 10, 1997	Tuesday	Records Day - Employees Only
June 11, 1997	Wednesday	First Day 230-Day Mandated Programs and Extended Schedules; Students/Employees Reduced Work Day
June 30, 1997	Monday	Summer Vacation 230-Day Mandated Programs
July 1, 1997	Tuesday	Summer Vacation 230-Day Mandated Programs
July 2, 1997	Wednesday	
July 3, 1997	Thursday	
July 4, 1997	Friday	Independence Day **
July 7, 1997	Monday	Classes Resume 230-Day Mandated Programs
August 26, 1997	Tuesday	Last Day 230-Day Mandated Programs and Extended Schedules for 1996-97
		184 Teacher Days Academic Year
		180 Student Days Academic Year
		50 Summer Student Days - 230-Day Mandated Programs

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

** Paid holiday for employees working the 230-day mandated program at MCIC.

Schedule C

GISD 1997-98

Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants

August 26, 1997	Tuesday	Last Day for 230-Day Mandated Programs and Extended Schedules for 1996-97
August 27, 1997	Wednesday	Orientation/School Improvement/Staff Development/Inservice - Employees Only
August 28, 1997	Thursday	School Improvement/Staff Development/Inservice - Employees Only
August 29, 1997	Friday	Nonwork Day
September 1, 1997	Monday	Labor Day - Nonwork Day
September 10, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
October 8, 1997	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
October 13, 1997	Monday	Parent/Teacher Conferences * - Students A.M. Only
November 27, 1997	Thursday	Thanksgiving Day - Nonwork Day
November 28, 1997	Friday	Nonwork Day
December 22, 1997	Monday	Nonwork Day
December 23, 1997	Tuesday	Nonwork Day
December 24, 1997	Wednesday	Nonwork Day
December 25, 1997	Thursday	Christmas Day - Nonwork Day
December 26, 1997	Friday	Nonwork Day
December 29, 1997	Monday	Nonwork Day
December 30, 1997	Tuesday	Nonwork Day
December 31, 1997	Wednesday	Nonwork Day
January 1, 1998	Thursday	New Year's Day - Nonwork Day
January 2, 1998	Friday	Nonwork Day
January 5, 1998	Monday	Classes Resume All Programs
January 14, 1998	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
January 19, 1998	Monday	Martin Luther King's Birthday - Nonwork Day
February 13, 1998	Friday	Winter Break - Nonwork Day
February 16, 1998	Monday	President's Day - Nonwork Day
March 11, 1998	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only

**Schedule C
1997-98 (continued)**

April 10, 1998	Friday	Nonwork Day
April 13, 1998	Monday	Nonwork Day
April 14, 1998	Tuesday	Nonwork Day
April 15, 1998	Wednesday	Nonwork Day
April 16, 1998	Thursday	Nonwork Day
April 17, 1998	Friday	Nonwork Day
April 20, 1998	Monday	Classes Resume All Programs
April 29, 1998	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 13, 1998	Wednesday	School Improvement/Staff Development/Inservice - Students A.M. Only
May 19, 1998	Tuesday	Parent/Teacher Conferences * - Students A.M. Only
May 25, 1998	Monday	Memorial Day - Nonwork Day
June 10, 1998	Wednesday	Final Day of Classes All Programs
June 11, 1998	Thursday	Records Day - Employees Only
June 12, 1998	Friday	First Day 230-Day Mandated Programs and Extended Schedules; Students/Employees Reduced Work Day
June 29, 1998	Monday	Nonwork Day 230-Day Mandated Program
June 30, 1998	Tuesday	Nonwork Day
July 1, 1998	Wednesday	Nonwork Day
July 2, 1998	Thursday	Nonwork Day
July 3, 1998	Friday	Nonwork Day **
July 6, 1998	Monday	Classes Resume 230-Day Mandated Programs
August 27, 1998	Friday	Last Day 230-Day Mandated Programs and Extended Schedules for 1997-98

184 Teacher Days Academic Year
180 Student Days Academic Year
50 Summer Student Days - 230-Day
Mandated Programs

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

** Paid holiday for employees working the 230-day mandated program at MCIC and other employees in accordance with Article XX, Section G.

Schedule D

GISD 1998-99

Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants

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 - Students A.M. Only
May 12, 1999	Wednesday	School Improvement/Staff Development/Inservice - 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 Mandated Program No Students
June 14, 1999	Monday	First Day 230-Day Mandated Program and Extended 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 Schedules for 1998-99
		184 Teacher Days Academic Year
		182 Student Days Academic Year EKLC
		181 Student Days Academic Year 230-Day Mandated 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 230-day mandated program at MCIC and other employees in accordance with Article XX, Section G.

Schedule E

GISD 1999-2000

Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants

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, 1997	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 - 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 Mandated Program No Students
June 15, 2000	Thursday	First Day Summer 230-Day Mandated Program and Extended Schedules; Students/Employees Reduced 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 Extended Schedules for 1999-2000
		185 Teacher Days Academic Year
		183 Student Days Academic Year EKLC
		182 Student Days Academic Year 230-Day Mandated 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 230-day mandated program at MCIC and other employees in accordance with Article XX, Section G.

**Holiday Schedules
Classified, Information Processing Employees, and Specialists**

1995-96

Independence Day	Tuesday	July 4, 1995
Labor Day	Monday	September 4
Thanksgiving Day	Thursday	November 23
Thanksgiving Holiday	Friday	November 24
Christmas Holiday	Friday	December 22
Christmas Day	Monday	December 25
New Year's Holiday	Friday	December 29
New Year's Day	Monday	January 1, 1996
Easter Holiday	Friday	April 5
Easter Holiday	Monday	April 8
Memorial Day	Monday	May 27

1996-97

Independence Day	Thursday	July 4, 1996
Labor Day	Monday	September 2
Thanksgiving Day	Thursday	November 28
Thanksgiving Holiday	Friday	November 29
Christmas Holiday	Tuesday	December 24
Christmas Day	Wednesday	December 25
New Year's Holiday	Tuesday	December 31
New Year's Day	Wednesday	January 1, 1997
Easter Holiday	Friday	March 28
Easter Holiday	Monday	March 31
Memorial Day	Monday	May 26

1997-98

Independence Day	Friday	July 4, 1997
Labor Day	Monday	September 1
Thanksgiving Day	Thursday	November 27
Day after Thanksgiving	Friday	November 28
Christmas Eve	Wednesday	December 24
Christmas Day	Thursday	December 25
New Year's Eve	Wednesday	December 31
New Year's Day	Thursday	January 1, 1998
Friday before Easter	Friday	April 10
Monday after Easter	Monday	April 13
Memorial Day	Monday	May 25

-continued-

Holiday Schedules - continued
Classified, Information Processing Employees, and Specialists

1998-99

Independence Day Holiday*	Friday	July 3, 1998
Labor Day	Monday	September 7
Thanksgiving Day	Thursday	November 26
Day after Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas Day	Friday	December 25
New Year's Eve	Thursday	December 31
New Year's Day	Friday	January 1, 1999
Friday before Easter	Friday	April 2
Monday after Easter	Monday	April 5
Memorial Day	Monday	May 31

1999-2000

Independence Day Holiday*	Monday	July 5, 1999
Labor Day	Monday	September 6
Thanksgiving Day	Thursday	November 25
Day after Thanksgiving	Friday	November 26
Christmas Eve	Friday	December 24
Christmas Day Holiday*	Monday	December 27
New Year's Day Holiday*	Thursday	December 30
New Year's Eve	Friday	December 31
Friday before Easter	Friday	April 21, 2000
Monday after Easter	Monday	April 24
Memorial Day	Monday	May 29

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

Classified, Information Processing Employees and Specialists will be paid double time if scheduled to work on Independence Day (or its designated holiday), Labor Day, Thanksgiving Day, Christmas Day (or its designated holiday), New Year's Day (or its designated holiday), Monday after Easter or Memorial Day. If scheduled to work the Day after Thanksgiving, Christmas Eve (or its designated holiday), New Year's Eve (or its designated holiday) or the Friday before Easter, the employees will be paid time and one-half their regular hourly rate. Double time and time and one-half are subject to the conditions in Article XX, Section C.

Holiday Schedules - continued
Classified, Information Processing Employees, and Specialists

1998-99

Independence Day Holiday*	Friday	July 3, 1998
Labor Day	Monday	September 7
Thanksgiving Day	Thursday	November 26
Day after Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas Day	Friday	December 25
New Year's Eve	Thursday	December 31
New Year's Day	Friday	January 1, 1999
Friday before Easter	Friday	April 2
Monday after Easter	Monday	April 5
Memorial Day	Monday	May 24

1999-2000

Independence Day Holiday*	Monday	July 5, 1999
Labor Day	Monday	September 6
Thanksgiving Day	Thursday	November 25
Day after Thanksgiving	Friday	November 26
Christmas Eve	Friday	December 24
Christmas Day Holiday*	Monday	December 27
New Year's Day Holiday*	Thursday	December 30
New Year's Eve	Friday	December 31
Friday before Easter	Friday	April 21, 2000
Monday after Easter	Monday	April 24
Memorial Day	Monday	May 22

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

Classified, Information Processing Employees and Specialists will be paid double time if scheduled to work on Independence Day (or its designated holiday), Labor Day, Thanksgiving Day, Christmas Day (or its designated holiday), New Year's Day (or its designated holiday), Monday after Easter or Memorial Day. If scheduled to work the Day after Thanksgiving, Christmas Eve (or its designated holiday), New Year's Eve (or its designated holiday) or the Friday before Easter, the employees will be paid time and one-half their regular hourly rate. Double time and time and one-half are subject to the conditions in Article XX, Section C.

Holiday Schedules

Paraprofessionals Marion D. Crouse Instructional Center, Elmer A. Knopf Learning Center, including programs for the Trainable Mentally Impaired, Autistic Impaired and Preprimary Impaired, and Day Treatment Program

1995-96

Independence Day	Tuesday	July 4, 1995 **
Labor Day	Monday	September 4
Thanksgiving Day	Thursday	November 23
Christmas Day	Monday	December 25
New Year's Day	Monday	January 1, 1996
Memorial Day	Monday	May 27

1996-97

Independence Day	Thursday	July 4, 1996 **
Labor Day	Monday	September 2
Thanksgiving Day	Thursday	November 28
Christmas Day	Wednesday	December 25
New Year's Day	Wednesday	January 1, 1997
Memorial Day	Monday	May 26

1997-98

Independence Day	Friday	July 4, 1997 **
Labor Day	Monday	September 1
Thanksgiving Day	Thursday	November 27
Christmas Day	Thursday	December 25
New Year's Day	Thursday	January 1, 1998
Memorial Day	Monday	May 25

1998-99

Independence 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 24

1999-2000

Independence 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 22, 2000

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

** Independence Day (or its designated holiday) is paid only to the paraprofessionals working in the 230-day MCIC program.

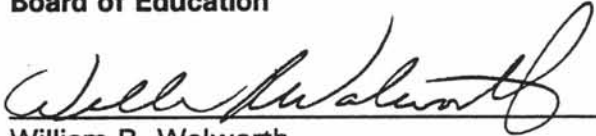
Article XXI

Duration of Agreement

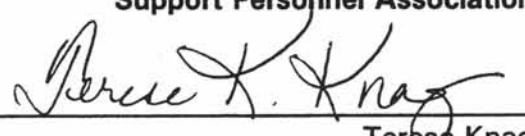
This Agreement as amended for 1997-98 and extended for 1998-99 and 1999-2000 shall be effective as of the date of ratification by the Board of Education on April 22, 1997 for the period July 1, 1997 through June 30, 2000. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Genesee Intermediate School District
Board of Education**

**Genesee Intermediate Educational
Support Personnel Association**



William R. Walworth
President



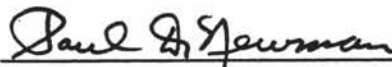
Terese Knag
President

5-14-97

Date

6-3-97

Date



Paul D. Newman
Secretary



Brenda Maynard
Vice President

6-2-97

Date

6-3-97

Date



David E. Spathelf
Superintendent



Lane Hotchkiss
MEA UniServ Director

5/14/97

Date

10/30/97

Date

GENESEE INTERMEDIATE SCHOOL DISTRICT
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Contract Administration and Problem Solving Committee
Project Specialist Bumping Rights
Effective April 30, 1992

The Contract Administration and Problem Solving Committee consists of representatives of the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association: Thomas Princinsky, Associate Superintendent; Judy Purdy, Assistant Principal, ICSI; Debra Marien, President, GIESPA; Tracy Valentine, Vice President, GIESPA; and Lane Hotchkiss, MEA UniServ Director.

This Agreement #2 is developed by the Contract Administration and Problem Solving Committee (CAPSC) in accordance with the tentative agreement as negotiated on April 16, 1991 (Appendix A). This agreement amends the 1991-1994 master agreement between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association to specify the bumping rights of project specialists and finalizes criteria for the development of future project specialist positions. The CAPSC representatives agree as follows:

1. The guidelines and criteria for the development of future project specialist positions shall be:
 - a. Clearly defined project that fits the current role/mission of the district.
 - b. Long- or short-term duration for a specific activity or job cluster, i.e., graphics, audio visual production.
 - c. Appropriate skills needed to carry out the activities of the defined project making prior training and experience required.
 - d. Associates degree or post high school training in the specific activity required.
 - e. Self-directed activity/project requiring a minimum of direct supervision.
 - f. Teacher or administrator certification not required.
 - g. Supervision of other employees not required.
2. The following project specialist positions shall have bumping rights in accordance with the 1991-1994 GIESPA master agreement, Article X, Layoff and Recall (see job descriptions, Appendix B):
 - a. Project Specialist I, Child Accounting
 - b. Project Specialist I, Staff Development

- c. Project Specialist II, Technology
 - d. Project Specialist II, JTPA Intake
 - e. Project Specialist II, Vocational Assessment
3. Future project specialist positions and any reclassification as a result of the evolution of current project specialist positions in number 2 above shall be in accordance with the criteria in number 1 above, with Article I, Section B, and shall be subject to bumping in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement between the board and the union, unless mutual agreement is reached between the board and union that would identify a unique project specialist position, thus making bumping impossible. Examples of uniqueness that may make a project specialist position impossible to bump are:
- a. A grant-funded project with a specific duration whereby bumping could jeopardize the outcome of the project. This would be identified on the job posting whenever possible.
 - b. A position that requires on-the-job training or specific workshop/in-service training whereby providing such training could jeopardize the outcome of the project in accordance with the project time lines for implementation.
 - c. The evolution of a current project specialist position that meets the attached criteria and is reclassified thus making bumping impossible by other project specialists unless they have sufficient seniority and can meet the education and experience requirements of the reclassified position.
4. The Project Specialist I, INFORM, position shall be protected from bumping until June 30, 1992 because it is a grant-funded position, and bumping would jeopardize the completion of the project (see number 3.a. above). If Project INFORM is continued beyond July 1, 1992, the position shall be bumpable in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement.
5. The Project Specialist I, Graphics, position that was reclassified to Graphics Specialist during the 1990-91 negotiations process, shall have bumping rights to the least senior project specialist I position in the district until June 30, 1994. Thereafter, the Graphics Specialist position shall have bumping rights in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement. Individuals considered for bumping rights into the Graphics Specialist position shall meet the requirements as identified in number 3.c. above.
6. The Project Specialist II, AV Production, position that was reclassified to AV Production Specialist during the 1990-91

Based on seniority. [Signature] 4-30-92

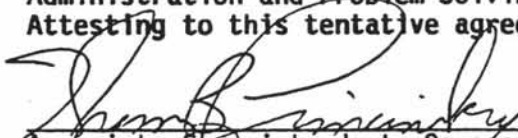
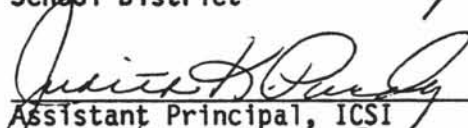
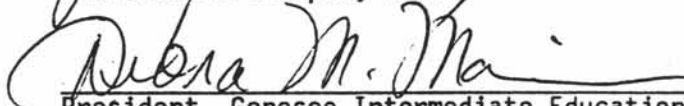
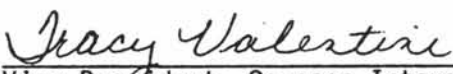

Based on seniority. [Signature]

negotiations process, is currently vacant. Should it be filled during the term of this agreement, bumping rights shall be in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement. Individuals considered for bumping rights into the AV Production Specialist position shall meet the requirements as identified in number 3.c. above.

This Contract Administration and Problem Solving Agreement constitutes the entire understanding of the parties with respect to the matter herein agreed to and shall not be deemed precedent setting, unless specified herein, with respect to the contract and/or the policies and procedures of the Genesee Intermediate School District and/or the Genesee Intermediate Educational Support Personnel Association.

This agreement shall be effective on 4-30-92.

Tentative agreement on Agreement #2 was reached in the Contract Administration and Problem Solving Committee meeting on 4-30-92. Attesting to this tentative agreement are:

 Associate Superintendent, Genesee Intermediate School District	<u>4-30-92</u> Date
 Assistant Principal, ICSI	<u>4-30-92</u> Date
 President, Genesee Intermediate Educational Support Personnel Association	<u>4-30-92</u> Date
 Vice President, Genesee Intermediate Educational Support Personnel Association	<u>4-30-92</u> Date
 MEA UniServ Director	<u>4/30/92</u> Date

Official adoption of Agreement #2 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on 4-30-92

Debra M. Marin 4-30-92
President, Genesee Intermediate Educational Support Personnel Association Date

Eileen M. Allred 4-30-92
Secretary, Genesee Intermediate Educational Support Personnel Association Date

* * * * *

Official adoption of Agreement #2 by the Genesee Intermediate School District Board of Education or designee representing the board of education took place on _____.

~~_____~~ 5/7/92
Superintendent, Genesee Intermediate School District Date

TBP:dsm
Attachments: Appendix A
Appendix B

3021992

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.

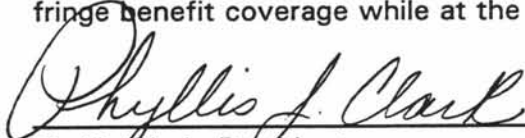
One of the improved insurance benefits was a reduction in the time an employee would have to wait to qualify for disability insurance coverage from 46 calendar days to 31 calendar days. In accordance with Article XV, Insurance Protection and Tuition Reimbursement, Section I, Disability Insurance, paragraph 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:

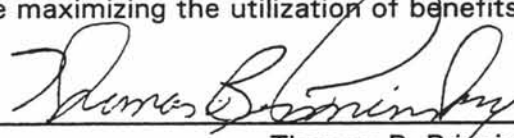
1. Employees who become aware that their illness will extend for 31 calendar days or more should immediately contact the Human Resources Department and request the application for disability benefits.
2. Employees are responsible for communicating with their immediate supervisor the reason for absence, 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:

<i>Age on Date the Period of Disability Commences</i>	<i>Maximum Benefit Period</i>
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 GENESEE INTERMEDIATE SCHOOL DISTRICT
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

**Contract Administration and Problem Solving Committee
Agreement #5
Licensed Practical Nurse Position**

The Contract Administration and Problem Solving Committee consists of representatives of the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association (GIESPA): Thomas Princinsky, Associate Superintendent, IPHS; Judy Purdy, Assistant Principal, MCIC; Tim Dillon, Shared-Time Special Education Supervisor/Director; Debra Marien, President, GIESPA; Tracy Valentine, Vice President, GIESPA; Brenda Maynard, GIESPA Building Representative; and Lane Hotchkiss, MEA UniServ Director.

This Agreement is developed by the Contract Administration and Problem Solving Committee (CAPSC) to clarify the rights of the nurse aides presently employed in the district. This clarification is necessary because the nurse aide positions were reclassified to licensed practical nurse positions effective February 25, 1994.

Background

1. The district currently has three nurse aide positions: Center for Autism, Marion D. Crouse Instructional Center, and Elmer A. Knopf Learning Center.
2. Yvonne Galloway is the nurse aide assigned to the Center for Autism and has been on medical leave of absence since October 12, 1992. The position has been filled on a month-to-month basis by a temporary, nonbargaining unit employee.
3. Cindy Pepin is the nurse aide assigned to the Marion D. Crouse Instructional Center.
4. Diane Scrimger is the nurse aide assigned to the Elmer A. Knopf Learning Center. Mrs. Scrimger has requested a voluntary reassignment to a paraprofessional position at Clio High School, job posting #19. She will be reassigned to the paraprofessional position as soon as a licensed practical nurse is hired to fill her present nurse aide position, job posting #30.

Agreement

The agreement described herein pertains to the three nurse aides, Yvonne Galloway, Cindy Pepin, and Diane Scrimger, currently employed by the Genesee Intermediate School District.

1. Following ratification of this agreement by the Genesee Intermediate Educational Support Personnel Association and board representatives, the district will notify the three nurse aides in writing and request that they indicate in writing whether or not they are accepted in the practical nurse program, currently available at Mott Community College, by September 1, 1994, or upon return from medical leave.
2. Nurse aides accepted in the practical nurse program, including clinicals, will have three (3) years to complete the requirements of the program and pass the State of Michigan test for a practical nurse license and medication card documentation. The completion date may be extended in one (1)-year increments by the superintendent if the employee requests such an extension in writing within 60 days prior to anticipated completion date. The employee must demonstrate extenuating circumstances to request an extension. Extenuating circumstances will include, but are not limited to, long-term illness, family illness or death in the family, or non-acceptance in clinicals.
3. Nurse aides electing to enroll in the practical nurse program and who are unable to complete the course requirements by December 31, 1997 or withdraw from the program prior to completion will be placed in the first available paraprofessional position in accordance with the guidelines for placing nurse aides in an available paraprofessional position as established in this agreement.
4. Nurse aides enrolling in the practical nurse program who decide to withdraw from the program will notify the superintendent and president of the Genesee Intermediate Educational Support Personnel Association in writing within 30 calendar days of making the decision.
5. Following receipt of written documentation of successful completion of the state practical nurse licensing test and requirements for the medication card, the employees will have 30 calendar days to submit the written documentation to the Information Processing and Human Services Department verifying that they meet the requirements of the practical nurse job description (Attachment A) and hold a valid practical nurse license.
6. Nurse aides electing not to enroll in the practical nurse program will be placed in the first available paraprofessional position provided they meet the requirements of the paraprofessional job description (Attachment B). It is the belief of the CAPSC members that Yvonne Galloway, Cindy Pepin, and

Diane Scrimger all meet the requirements of the paraprofessional job description and will continue to do so during the duration of this agreement.

7. Nurse aides electing to enroll in the practical nurse program at Mott Community College will continue to work as a nurse aide. Mott Community College representatives will be contacted and will be requested to determine whether or not the nurse aide's work duties in their present assignment will provide them with an opportunity to test out of some of the required classes for the practical nurse through the skills/challenge process as recognized by Mott Community College.
8. Yvonne Galloway is currently on a medical leave of absence. Upon release from her doctor to return to work, Mrs. Galloway will be returned to work to the first available practical nurse position should she elect to enroll in the practical nurse program. If she elects not to enroll in the program, Mrs. Galloway will be returned to work to the first available paraprofessional position.
9. Return to work for Mrs. Galloway as it pertains to number 8 above will be done in accordance with the return from medical leave of absence provisions in Article XIII, Section F, of the 1991-1996 master agreement between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association.
10. It is understood that if the employee elects to be reassigned from their present nurse aide position to a paraprofessional position, the district will post a practical nurse position to replace the nurse aide. It is further understood that after all of the employees have completed the requirements for the practical nurse position, the nurse aide position will no longer exist in the recognition clause of the master agreement.
11. Employees electing to remain in a nurse aide position and enroll in a practical nurse program at Mott Community College will remain at their present step and level on the Paraprofessional Salary Schedule. Employees will advance on the schedule in accordance with the present language identified in the master agreement, Article XX, Section K, "Employees covered by this Agreement hired before January 1 of a school year shall be given credit for a full year of experience on the salary schedule as of the following July 1. Experience credit shall not be given for part-time or substitute employment." Following receipt of the required license and presentation of the license to the Information Processing and Human Services Department, these

employees will be placed on the Information Processing and Specialists Salary Schedule in accordance with Article XI, Section H, of the master agreement.

12. Employees who volunteer to be reassigned from a nurse aide position to a paraprofessional position will remain on the same step and level on the Paraprofessional Salary Schedule and will advance on the schedule in accordance with the present language identified in the master agreement, Article XX, Section K, "Employees covered by this Agreement hired before January 1 of a school year shall be given credit for a full year of experience on the salary schedule as of the following July 1..."
13. Employees participating in the practical nurse program at Mott Community College will be eligible to flex their work hours and work schedules in accordance with district operating procedure, AOP #55, Flexible Work Schedules. Work hours and schedules will be flexed if it is feasible and does not result in additional costs for the district, unless it is approved in writing by the Director of Special Education Services.
14. Employees participating in the practical nurse program at Mott Community College will be allowed to apply for short- and long-term unpaid leaves of absence in accordance with current contract language and district operating procedure, AOP #5, Unpaid Leaves of Absence.


This Agreement is made with the understanding that the education, training and licensing requirements of the practical nurse as recognized by the health care profession, the State of Michigan and the licensed practical nurse job description (Attachment A) will meet the needs of students served in district programs now and in the future. Should the medical needs of the students change or the practical nurse training and/or licensing or relicensing requirements change in the future, the district retains the option to reclassify the licensed practical nurse job classification under Article I, Section B, Recognition, of the 1991-96 master agreement.

This Contract Administration and Problem Solving Agreement constitutes the entire understanding of the parties with respect to the matter herein agreed to and shall not be deemed precedent setting, unless specified herein, with respect to the contract and/or the policies and procedures of the Genesee Intermediate School District and/or the Genesee Intermediate Educational Support Personnel Association.

This Agreement shall be effective on July 1, 1994.

* * * * *


Tentative agreement on Agreement #5 was reached in the Contract Administration and Problem Solving Committee meeting on June 2, 1994. Attesting to this tentative agreement are:



Associate Superintendent, Genesee Intermediate School District

6-2-94

Date



Assistant Principal, MCIC

05-94

Date



Shared-Time Special Education Supervisor/Director

6/23/94

Date



President, Genesee Intermediate Educational Support Personnel Association

6-2-94

Date



Vice President, Genesee Intermediate Educational Support Personnel Association

6-8-94


Date



GIESPA Building Representative

6-23-94

Date



MEA UniServ Director

6/7/94

Date

* * * * *

GISD/GIESPA
Agreement #5
Page 6

Official adoption of Agreement #5 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on 6-23-94.



President, Genesee Intermediate Educational Support Personnel Association

6-23-94

Date



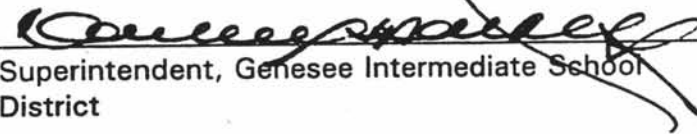
Secretary, Genesee Intermediate Educational Support Personnel Association

6-23-94

Date

* * * * *

Official adoption of Agreement #5 by the Genesee Intermediate School District Board of Education took place on July 26, 1994.



Superintendent, Genesee Intermediate School District

7/28/94

Date

TBP:dsm
06/02/94
Attachments A and B
capscsp\agree5

Memorandum of Understanding

Between the GISD Board of Education and the Genesee Intermediate Educational Support Personnel Association

Should the Genesee Intermediate School District Board of Education approve and operate a summer recreation/day camp program, the following *Memorandum of Understanding* has been reached:

1. The Genesee Intermediate School District Board of Education will employ GIESPA members for positions of summer recreation/day camp group leader in accordance with Article XIX, Section A, paragraph 4, except for the following.
2. The Genesee Intermediate School District Board of Education will pay GIESPA employees at classification High School, step 3, on the paraprofessional salary schedule for the current contract year.
3. GIESPA employees hired for the summer recreation/day camp program will be eligible to use accrued sick, personal business, and vacation time (if appropriate) in accordance with the master agreement, board policy, and district operating procedures.

Genesee Intermediate
Educational Support Personnel
Association



Debra M. Marien, President
GIESPA Bargaining Unit

May 6, 1991

Genesee Intermediate
School District



Thomas B. Princinsky
Associate Superintendent

May 6, 1991

TBP: dsm
5/6/91

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GENESEE INTERMEDIATE SCHOOL DISTRICT
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

**Contract Administration and Problem Solving Committee
Agreement #1 1997-98
Transportation Employees
August 7, 1997**

The Contract Administration and Problem Solving Committee consists of representatives of the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association (GIESPA): Thomas Princinsky, Associate Superintendent, Human Resources; Judy Purdy, Principal, MCIC; Mark Wingblad, Principal, EKLC; Terese Knag, President, GIESPA; Brenda Maynard, Vice President, GIESPA; Debra Marien, Grievance Chairperson; Greg Burley, GIESPA Representative; Gail Ellis, GIESPA Representative; and Lane Hotchkiss, MEA UniServ Director.

Background

Section 627 (4) of Public Act 289 of 1995 provides that to the extent allowed by law, if the most cost-effective business services are not available to constituent districts, an intermediate school board shall offer to provide for constituent districts and public school academies located within the intermediate school district business services that can be accomplished more cost-effectively by an intermediate school district. An intermediate school district may charge a fee for these services and may contract with a third party for provision of some or all of these services. These services may include, but are not limited to, any of the following:

- a. Data processing.
- b. Payroll.
- c. Class scheduling.
- d. Distance learning coordination and delivery.
- e. Transportation services.

During the past two years, a subcommittee from the Genesee County School Business Officials conducted a study on special education transportation costs. As a result, on June 24, 1997, the Genesee Intermediate School District Board of Education received and approved the request from Beecher, Bendle, Carman-Ainsworth and Flushing school districts to establish a cooperative special education transportation program pilot during the 1997-98 school year in accordance with the Revised School Code 380.627. Since the June 24, 1997 board of education meeting, Clio, Montrose, Genesee and Westwood Heights school districts have presented resolutions to the Genesee Intermediate School District and have joined the cooperative special education transportation program pilot.

The Genesee Intermediate Educational Support Personnel Association was informed of the possibility of a cooperative special education transportation request being presented to the Genesee Intermediate School District Board of Education at the May 5, 1997 Contract Administration and Problem Solving Committee (CAPSC) meeting. Ed Gwiazdowski, director of Business/Management Services, and Connie Burlingame, administrative shared-time transportation supervisor, were invited to the June 2, 1997 CAPSC meeting to review the cooperative special education transportation request from the local school district personnel, current transportation costs and potential savings. As a result, a CAPSC Transportation Committee meeting was held on June 24, 1997, and Ed Gwiazdowski and Al Luce, labor relations consultant, were added to CAPSC to assist in facilitating the process.

On July 23, 1997 and August 5, 1997, the CAPSC Transportation Committee met to review the cooperative special education pilot request, identify job classifications and develop contract language for the appropriate transportation job classifications.

Agreement

1. Article I, Section B, of the master agreement between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association states that "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." We agree that Article I, Section B, applies as it relates to the new job classifications of bus driver, transportation aide and dispatcher/router being added to the bargaining unit (Attachment A, job descriptions and union notification).

The following job classifications shall be added to the recognition clause of the master agreement:

Dispatcher/Router
Bus Driver
Transportation Aide

2. The representatives of the board of education and GIESPA agree that if we are contacted by the Michigan Employment Relations Commission as a result of another union or the transportation employees' filing a petition for a separate union election, the board of education and GIESPA agree that transportation work is an appropriate part of the bargaining unit.
3. Transportation employees referred to in this agreement shall include the job classifications of dispatcher/router, bus driver and transportation aide.
4. We agree that the cooperative special education transportation program will operate as a pilot program from August 5, 1997 to August 27, 1998. The employment year for transportation employees will normally be between one hundred eighty (180) and one hundred ninety (190) work days during the academic year to meet the transportation needs for center-based and Project CHOICE sites. Summer positions may be available for the 230-day mandatory SMI program and will be posted and filled as separate positions from the academic year.
5. The hourly rate of pay for transportation employees from August 5, 1997 to August 27, 1998 shall be as follows:

	<u>Starting Rate</u>	<u>After 60 Work Days and At Least 240 Work Hours</u>
- Bus Driver (regular runs)	\$10.00	\$10.62
- Bus Driver (extra runs*)	\$ 8.00	\$ 8.00
- Transportation Aide (regular runs)	\$ 6.50	\$ 7.00
- Transportation Aide (extra runs*)	\$ 6.50	\$ 6.50

- * Extra runs are trips between regular runs and may be before or after the start of the normal school day, such as field trips to the YMCA, camp, bowling, etc. Transportation employees required to stay overnight for an extra run will meet with the transportation supervisor and estimate driving time and expenses prior to the commencement of the extra run. Reimbursement for approved overnight expenses and actual driving time will be in accordance with the procedure established by the business office. Teachers and paraprofessionals will continue to transport special education students to and from

community-based instruction sites, and these runs are not part of the extra run definition for bus drivers.

6. The dispatcher/router starting rate will be \$10.00 per hour from one (1) to sixty (60) work days, \$10.62 per hour after sixty (60) work days and at least two hundred forty (240) work hours, from August 4, 1997 through June 30, 1998. Effective July 1, 1998, the dispatcher/router job classification will be placed on the 1998-99 Classified Salary Schedule, Classification 1, Step 1, with all rights, conditions and benefits for classified employees as identified in the Agreement Between the Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association, 1995-1998, Amended for 1997-98 and Extended for 1998-99 and 1999-2000.
7. Pursuant to state law, transportation employees will not be entitled to any provision, rights, benefits, terms or conditions as specified in the master agreement between the GISD and the GIESPA unless said rights, benefits, terms and/or conditions are specified in this Agreement. The parties agree that the following articles or parts of articles apply to transportation employees.

Article I Recognition - Sections A through I and Section K.

Article II Board Rights - Sections A through C.

Article III Union Rights - Sections A through F.

Article IV Employee Responsibilities - Section A with the exception that AOP #44, Employee Attendance, and the accumulation of sick days does not apply in number A.1 and number A.3.

Section B applies with the exception that the completion of the requirements as listed in Section B, numbers 1 through 8, is necessary to complete the employment process, not maintain fringe benefits.

Sections C and D.

Article V Dues or Service Fee Deduction - Sections A through I.

Article VI Negotiations Procedures

Article VII Grievance Procedure - Section A applies with the understanding that transportation employees may only grieve provisions of the master agreement that apply to transportation employees.

Sections B through H.

Article XIII Leaves of Absence - Section A, Section B, number 1, short-term leaves, Section D, Involuntary, Section E, Jury Duty, and Section F, Court Appearance.

Article XVI Contract Administration and Problem Solving Committee - Sections A through J.

Article XVII No Strike

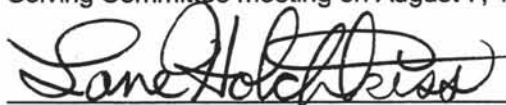
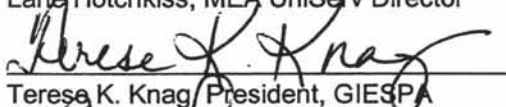
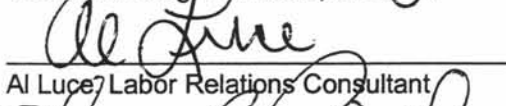
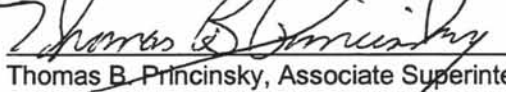
8. CAPSC agrees that a transportation problem solving subcommittee will be developed to meet, confer and recommend wages, hours and working conditions for transportation employees for implementation after the completion of the pilot program.
9. June 1, 1998 is the target date for the agreement on solutions to the problems related to wages, hours and working conditions for transportation employees. The agreement will be approved by CAPSC and ratified by the GIESPA membership and the board of education.
10. The CAPSC Transportation Committee is charged with the responsibility of developing sick leave provisions for transportation employees. This will include exploring a transportation employee incentive program that rewards employees for good attendance and performance on the job. The goal is to have the subcommittee report presented to CAPSC by February 1, 1998 for approval and implementation with the transportation employees prior to the completion of the 1997-98 year. In the interim, starting with September 1, 1997, all transportation employees shall earn one sick day per month that may be used pursuant to Article XII, Sick Leave, Sections A, D, E, G, I, J and K, and Article XIII, Leaves of Absence, Section A.
11. Evaluation - Transportation employees will be evaluated according to the mutually agreed upon evaluation instrument and procedure as recommended by the CAPSC transportation problem solving subcommittee by November 15, 1997.
12. Probationary Period
 - a. Transportation employees shall be considered as probationary employees until they have been employed at least one hundred twenty (120) work days and a total of four hundred eighty (480) work hours, but no longer than one hundred eighty (180) work days.
 - b. CAPSC may agree to extend the probationary period if the November 15, 1997 date is not met as it relates to the recommended transportation employee evaluation instrument and procedures in number 10 above.
 - c. After completion of the probationary period, seniority will start as of the transportation employee's most recent date of hire.
 - d. In the event probationary employees are absent during the probationary period, the number of days absent will be added to the one hundred twenty (120) work days and the four hundred eighty (480) work hours of probationary time.
 - e. 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.
13. The CAPSC agrees to share with the transportation problem solving subcommittee the GIESPA CAPSC Contract Language Analysis of Bendle, Carman-Ainsworth and Flushing Transportation Employee Contracts, dated June 20, 1997 (Attachment B).

This Agreement is made with the understanding that CAPSC will continue to work together to resolve the issues and concerns related to transportation employees. We agree that we will work together utilizing the Win-Win format to resolve our issues and concerns. The goal is to meet, confer and recommend wages, hours and working conditions for transportation employees by June 1, 1998.

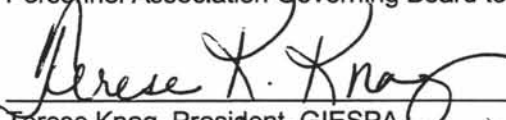
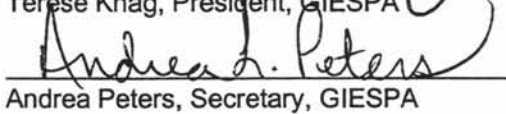
This Contract Administration and Problem Solving Committee Agreement constitutes the entire understanding of the parties with respect to the matter herein agreed to and shall not be deemed precedent setting, unless specified herein, with respect to the contract and/or the policies and procedures of the Genesee Intermediate School District and/or the Genesee Intermediate Educational Support Personnel Association.

This Agreement is effective upon approval of the parties.

Agreement on CAPSC Agreement #1 1997-98 was reached in the Contract Administration and Problem Solving Committee meeting on August 7, 1997. Attesting to this agreement are:

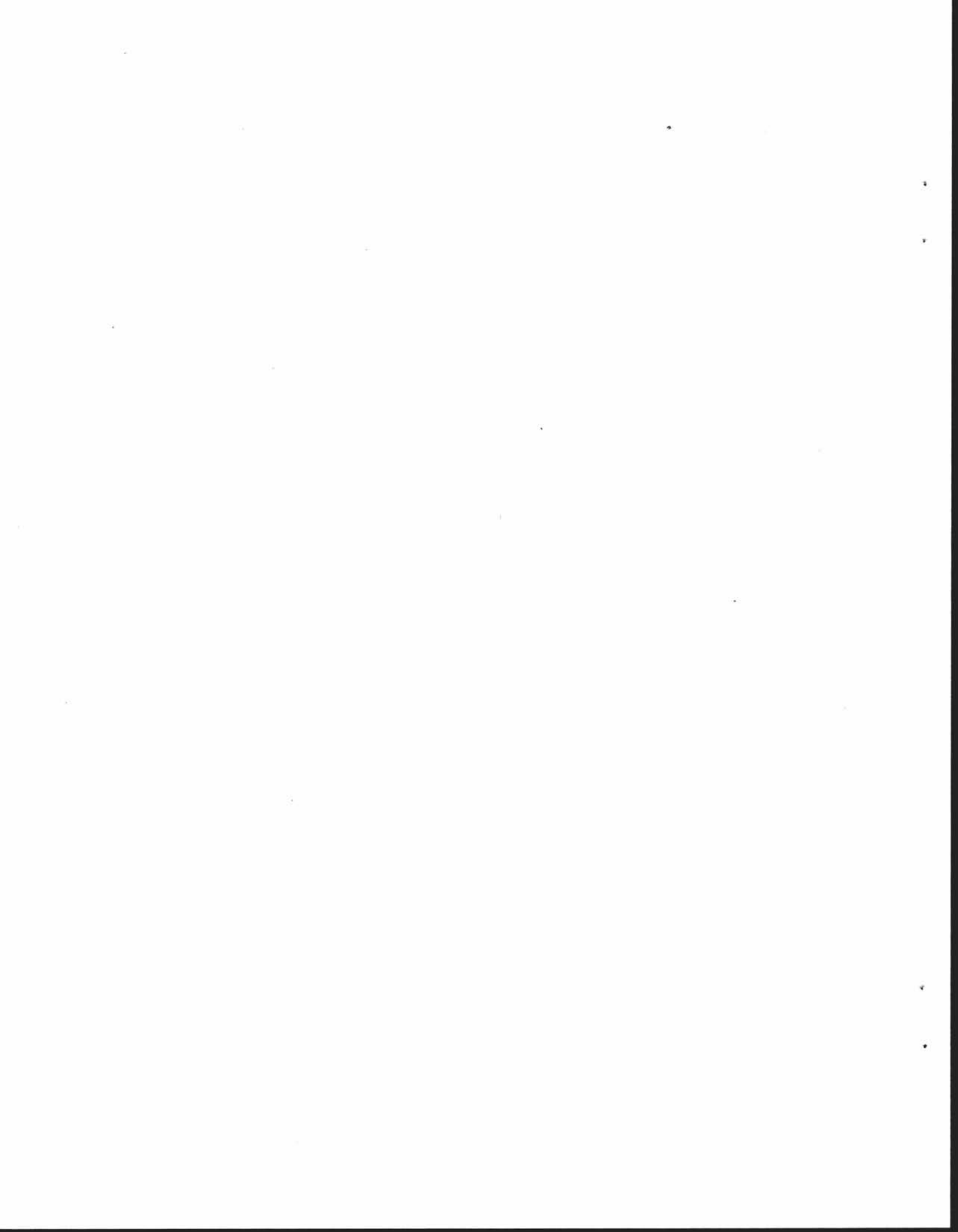
 _____ Lana Hotchkiss, MEA UniServ Director	<u>9/8/97</u> Date
 _____ Terese K. Knag, President, GIESPA	<u>8-18-97</u> Date
 _____ Al Luce, Labor Relations Consultant	<u>9/3/97</u> Date
 _____ Thomas B. Princinsky, Associate Superintendent, Human Resources	<u>9-3-97</u> Date

Agreement on CAPSC Agreement #1 1997-98 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on _____.

 _____ Terese Knag, President, GIESPA	<u>8-18-97</u> Date
 _____ Andrea Peters, Secretary, GIESPA	<u>9/11/97</u> Date

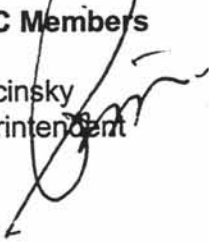
Agreement on CAPSC Agreement #1 1997-98 by the Genesee Intermediate School District Board of Education took place on August 26, 1997.

 _____ Thomas Svtkovich, Ed.D., Superintendent	<u>9/30/97</u> Date
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GENESEE INTERMEDIATE SCHOOL DISTRICT
Human Resources
2413 West Maple Avenue
Flint, Michigan 48507-3493

To: **GIESPA CAPSC Members**

From: Thomas B. Princinsky
Associate Superintendent 

Date: July 10, 1997

Re: **New Job Classifications for
Addition to the Bargaining Unit**

On June 24, 1997, the GIESPA Contract Administration and Problem Solving Committee met to review the status of the transportation program that has been requested by several of our local school districts. As a result of that meeting, I was asked to share with the Board Personnel Committee the position CAPSC is taking relative to the placement of these new employees into the bargaining unit.

In accordance with Article I, Section B, of the master agreement, "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." The new job classifications are as follows:

Bus Driver: Enclosed is a job description which is revised based on changes recommended by Terese Knag and Debra Marien. The job posting dated June 30, 1997 does not reflect the current language of the job description. Bus driver wages are \$10.00 per hour, increasing to \$10.62 per hour after successful completion of the probationary period.

Transportation Aide: Enclosed is a job description which is revised based on changes recommended by Terese Knag and Debra Marien. The job posting dated June 30, 1997 does not reflect the current language of the job description. Transportation aide wages are \$6.50 per hour, increasing to \$7.00 per hour after successful completion of the probationary period.

Dispatcher/Router: Enclosed is the job description and job posting for this position. The dispatcher/router wages are \$10.00 per hour, increasing to \$10.62 per hour after successful completion of the probationary period.

Although not a new job classification, you should be aware that we are posting a bargaining unit secretary position which will be an academic-year position. The job posting is enclosed. The transportation program will also include a transportation supervisor which is not a bargaining unit position. The job description and posting for this position are enclosed.

July 10, 1997
Page 2

GIESPA CAPSC is scheduled to meet on Wednesday, July 23, 1997 from 8:30 a.m. to noon at the MEA to outline a plan for addressing the needs that we have identified related to the accretion of the bus driver, transportation aide and dispatcher/router job classifications into the bargaining unit. We are requesting approval of CAPSC to place these positions in the bargaining unit at the pay rate identified until the end of the pilot, August 27, 1998. Thereafter, the positions would be eligible for whatever provisions under the contract we agree upon and have ratified by both sides.

We look forward to meeting on July 23.

TBP:dsm
Enclosures

c: Ed Gwiazdowski

capscsp\memo



GENESEE INTERMEDIATE SCHOOL DISTRICT
Human Resources

Employee Job Description

Job Title: **Transportation Aide**

Job Summary:

The transportation aide is responsible for working with the bus driver to ensure the safe and efficient transportation of students. Works with the bus driver, parents/guardians, teachers and staff in the assigned area of responsibility to ensure the safe pickup and dropoff of students at designated locations.

Essential Duties:

1. Responsible for assisting the bus driver in the loading and unloading of students.
2. Assists the bus driver in the safe operation of the wheelchair lift.
3. Assists the bus driver in meeting the individual medical and safety needs of students being transported, including oral suctioning, monitoring tube feeding, deep tracheal suctioning and other required procedures as identified in the student's individual educational plan.
4. Responsible for working with the bus driver to ensure that wheelchairs are locked down and secure in accordance with district procedures.
5. Responsible for working with the bus driver to ensure that other equipment used to transport special education students is properly secured before the bus begins to move to provide for the safety of the students.
6. Assists the bus driver in maintaining discipline of students while students are on the bus.
7. Assists the bus driver in securing students' belongings and materials, including backpacks and medical supplies.
9. Ensures with the bus driver that students' belongings and materials are delivered with the student.
10. Assists the bus driver in the demonstration of proper fire drill procedures, use of fire extinguishers and evacuation of the bus.
11. Communicates needed bus repairs to bus drivers.
12. Assists the bus driver in the washing and cleaning of the bus.

Other Duties: Performs other related duties as assigned.

Qualifications:

Education: High school diploma or equivalent. Pass a physical examination, including drug test.

Experience: Previous experience working with special education students required.

Skills/Other: Maintains a positive working relationship with bus drivers, parents/guardians and staff. Attends and participates in first aid training, including cardiac pulmonary resuscitation (CPR), behavior management and other training as directed by the transportation supervisor. Exhibits emotional stability and physical stamina necessary to lift, move and position special education students ages 0-26 years and to perform the essential duties of the job. Maintains a home telephone to ensure communication with the transportation supervisor and district personnel. Communicates clearly and precisely in both oral and written form. Exercises good judgment and makes decisions in accordance with board policies and established procedures.

(Continued on reverse)

Transportation Aide

Page 2

Special Job Considerations

Certification: Required _____ Not Required X Desirable _____

Type of Certification:

_____ Administrative:

_____ Teacher:

_____ Other:

Bargaining Unit Position: GIEA _____ GIESPA X None _____

Salary Schedule: As approved for transportation aides

Immediate Supervisor: Transportation Supervisor

Supervision:

Date: July 11, 1997

Approved: _____



TBP:dsm
job231



Employee Job Description

Job Title: Bus Driver

Job Summary:

The bus driver is responsible for ensuring the safe and efficient transportation of students over specific routes in accordance with established projected driving times and route schedules. Responsible for working with parents/guardians, teachers and staff in the assigned area of responsibility to ensure the safe pickup and dropoff of students at designated locations.

Essential Duties:

1. Drives the school bus in accordance with district standards and the State of Michigan traffic ordinances to ensure that students are transported in a safe and efficient manner.
2. Responsible for loading and unloading students and coordinating the activity with the assistance of parents/guardians, staff and the transportation aide, as appropriate.
3. Operates and is responsible for the safe operation of the wheelchair lift.
4. Responsible for working with the transportation aide, if assigned, to meet the individual medical and safety needs of students being transported, including oral suctioning, monitoring tube feeding, deep tracheal suctioning and other required procedures as identified in the student's individual educational plan.
5. Responsible for working with the transportation aide, if assigned, to ensure that wheelchairs are locked down and secure in accordance with district procedures.
6. Ensures with the transportation aide, if assigned, that other equipment used to transport special education students is properly secured before moving the bus to provide for the safety of the students.
7. Maintains the following school bus driver skills and demonstrates satisfactory performance of these skills:
 - a. Starting the engine.
 - b. Turning corners and curves.
 - c. Starting from a stopped position on an upgrade.
 - d. Backing and steering.
 - e. Signaling for turns and stops and for overtaking slower moving vehicles.
 - f. Showing judgment in driving according to road, traffic and weather conditions.
 - g. Maneuvering bus in limited quarters in order to:
 - Park parallel and diagonally, pull out of a parking space and back into or out of a parking space.
 - Turn bus around in a limited area.
 - Pull off road into a loading zone and return to the roadway.
 - Position bus for loading students at the school.
 - h. Operate the vehicle without assistance.
8. Completes and documents the pre- and post-checklist which includes inspecting the bus lights, brakes, turn signals, gas, oil and tires in accordance with district standards.
9. Fuels the bus in accordance with district procedures.
10. Maintains the appearance of the bus and ensures the interior is clean, the exterior is washed, the back of the bus is clean to ensure that lettering, lights and license plate can be viewed at all times, and windows in the front, back and driver side are clean and clear for maximum visibility.
11. Reports in writing according to established procedures any needed bus repairs and follows up to ensure that bus repairs are completed in a timely fashion.
12. Responsible for maintaining discipline of passengers while on the bus and for working with the transportation aide, if assigned, to maintain discipline in accordance with district procedures.
13. Ensures with the transportation aide, if assigned, that students' belongings and materials, including backpacks and medical supplies, are delivered with the students.
14. Demonstrates proper fire drill procedures, evacuation of the bus and the proper use of fire extinguishers, flares and other safety equipment.
15. Maintains a master route book and immediately reports and notes all changes in routes.
16. Prepares accident reports when necessary involving personal, student and staff incidents and vehicle accidents, including broken glass and other equipment that may be broken by students and staff.

Other Duties: Performs other related duties as assigned. (Continued on reverse)

Qualifications - continued:

Skills/Other: Demonstrated knowledge of map reading, streets, roads and traffic patterns in the Genesee Intermediate School District service area required. Must be able to work well under pressure and maintain a positive working relationship with parents/guardians and staff. Effective oral and written communication skills required. Must be able to work at a computer for long periods of time and administer multiple tasks at once. Ability to sit for long periods of time. Must maintain certification in first aid and cardiac pulmonary resuscitation (CPR). Exhibits emotional stability and physical stamina necessary to lift, move and position special education students ages 0-26 years and to perform the essential duties of the job. Exercises good judgment and makes decisions in accordance with the State of Michigan vehicle code, CDL requirements, board policies and established procedures.

Special Job Considerations

Certification: Required Not Required Desirable

Type of Certification:

Administrative:

Teacher:

Other: Commercial Driver's License with endorsements

Bargaining Unit Position: GIEA GIESPA None

Salary Schedule: As approved for dispatcher/router

Immediate Supervisor: Transportation Supervisor

Supervision:

Date: July 11, 1997

Approved: _____



GENESEE INTERMEDIATE SCHOOL DISTRICT
Human Resources

GIESPA CAPSC
Contract Language Analysis
June 20, 1997

Introduction

On June 20, 1997, Terese Knag, Debra Marien and Tom Princinsky met to review information as it relates to bus drivers and bus aides. They also analyzed the contracts for Bendle, Carman-Ainsworth and Flushing. The contract and possible issues as they relate to including bus drivers and bus aides into the GIESPA are as follows:

1. Probationary period generally 90 days.

Our contract speaks to 60 days.
2. Salary schedules of bus drivers and bus aides are a flat rate, no steps.

Our salary schedule for classified staff has seven (7) steps.
3. The average salary for 1996-97 for Bendle, Carman-Ainsworth and Flushing is \$11.16 per hour.

Our lowest salary schedule is the classified schedule with step 1 paying \$11.21 per hour.
4. The contracts analyzed address language for special trips, breakfast, lunch and dinner stipends, overnight cost reimbursement, a process for rotating special trips for bus drivers and bus aides and a method for purchasing gas if the driver is away from the district.
5. The contracts analyzed have language that clarifies how bus drivers are paid in the event that school is closed because of inclement conditions, i.e., snow days.
6. Seniority and the use of seniority to select routes - The contracts analyzed have an extensive process for bidding routes based on seniority. At present, GIESPA contract language does not even come close to using a bid process to select work.
7. Development of runs - With the inclusion of bus drivers in the bargaining unit, consideration may need to be given as it relates to 184-day employees and 230-day employees. Transportation for the 230-day program needs to be provided during the summer.
8. Mechanical failure - All contracts analyzed speak to mechanical failure and pay provided the bus driver was not at fault. How they would be paid during the regular day and how paid during the extended day if they need to stay with the bus.
9. Bus checks and cleaning - Needs to be addressed.

10. Longevity is being paid. Does not match our current longevity schedule. GISD longevity is only paid for the time that you have been an employee with the district.
11. Analysis of fringe benefits - See County Negotiator data and Cindy McCain summary for details. However, health, dental, vision, life and disability insurance coverage is addressed in two out of three contracts analyzed; and further discussion will be needed as it relates to eligibility for insurance.
12. Bus driver minimum requirements for testing and reimbursement for licenses - Language needs to be developed on CDL license renewal, i.e., is the district going to reimburse the employee for the cost of the CDL license, drug testing, medical testing and annual physicals. Are annual physicals required by law? If so, who pays the cost?
13. Traffic violations and fines and the number of violation points an individual can have on their license and still be eligible to drive.
14. Leaves of absence - It appears that our current leave of absence language would apply. However, bereavement pay of three (3) days with two (2) additional days being approved by the director of personnel is stated in the Carman-Ainsworth contract.
15. Payout of unused sick time - GISD current contract language has a provision for unused sick time. It appears that this language could be adopted to fit bus drivers. However, Carman-Ainsworth pays out up to 180 days.
16. Personal business days - The language is different, but at first appearance they are in line with GISD.
17. Holiday pay - Depending on the contract analyzed, holiday pay varies. GISD classified employees have the most number of paid holidays with 11. Further analysis is needed in this area. Would holiday pay be like that of the paraprofessionals or the classified employees?
18. The pay for bus aides and current classroom aides employed by the district would need to be analyzed, i.e., GISD classroom aides work less than 18 hours per week. They are paid \$6.00 the first year, \$6.50 the second year or \$7.00 per hour the third year and thereafter for working as a classroom aide. We would need to do an analysis of the classroom aide and bus aide job descriptions.
19. Air conditioning on buses during the summer months - Currently some of the buses coming to MCIC are air conditioned based on the needs of medically fragile students. Will language need to be developed that addresses transporting students on extremely hot days?
20. CBIs vs. field trips - At present, GISD staff take students on CBIs. Will bus drivers feel that will be their responsibility in the future?

GIESPA CAPSC
Meeting Summary
June 20, 1997

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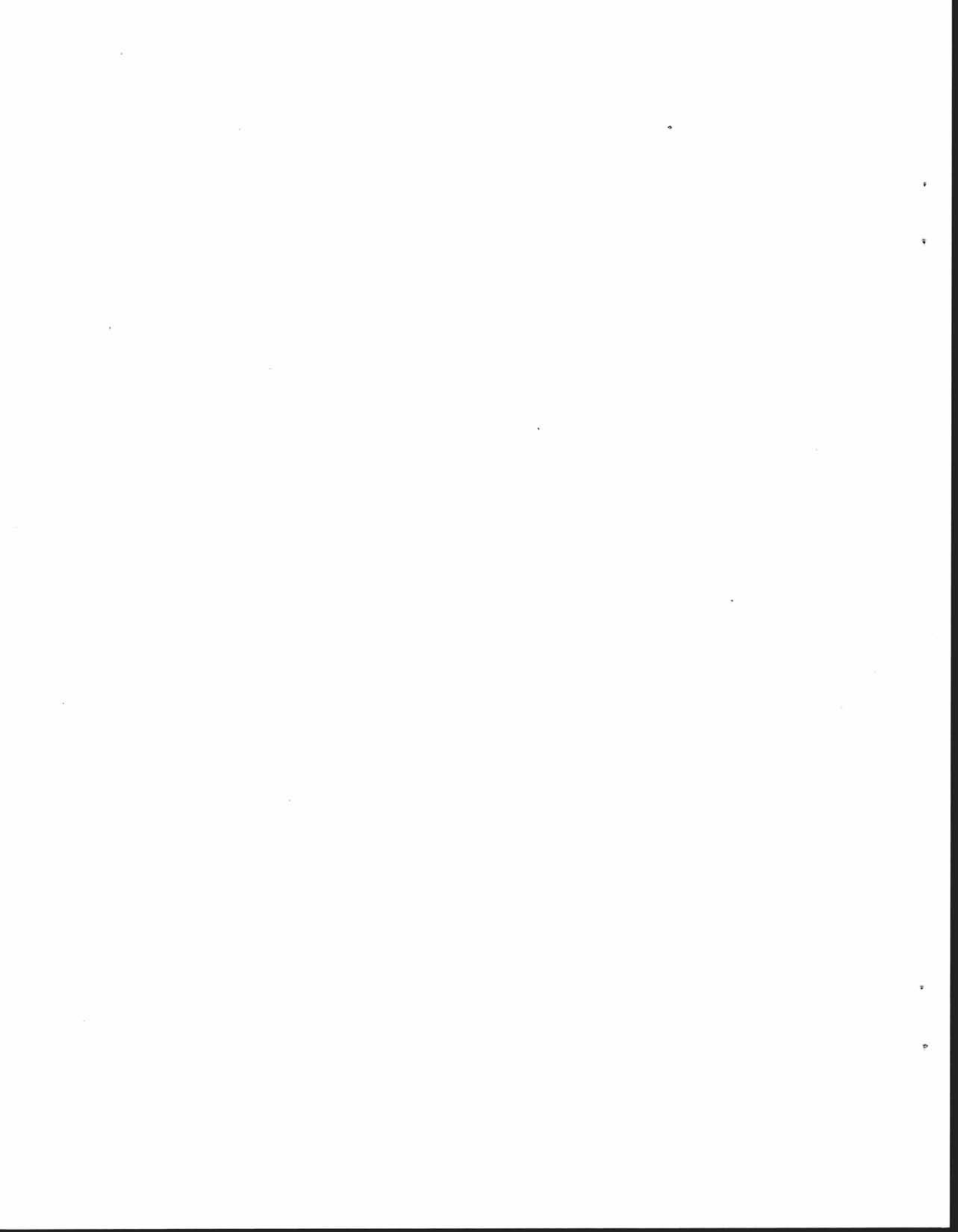
Summary

This analysis was done to summarize the areas of the contract that need to be reviewed. It is not intended to be a complete analysis and further work on other contracts would need to be completed should we agree to move forward and place bus drivers and bus aides in the GIESPA bargaining unit.

Submitted by Thomas B. Princinsky

TBP:dsm
6/23/97

capcsp\minutes2



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 #2 1997-98
Technology and Media Services Reorganization
Changes in Job Classifications**

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; and D. Mark Wingblad, Principal, Elmer A. Knopf Learning Center. Representing GIESPA are Terese Knag, President; Brenda Maynard, Vice President; Debra Marien, Grievance Chairperson; Greg Burley, Building Representative; Gail Ellis, Building Representative; and Lane Hotchkiss, MEA UniServ Director.

Background

On July 25, 1995, the Genesee Intermediate School District Board of Education adopted a resolution to be the fiscal agent and provide the technical support for the Genesee Network for Educational Technology (GenNET). GenNET is a consortium of 21 school districts that owns and operates over 150 miles of fiber optic cable for the transmission of voice, video and data. Formation of the GenNET consortium was followed by the adoption of a resolution by the Genesee County Superintendents Association on September 6, 1995 to move all of the school districts from a mainframe computer system to a unified decentralized local area network system supported by an application file server housed at the Genesee Intermediate School District, Erwin L. Davis Education Center. The file server is connected to all of the 21 school districts by the fiber optic cable, and the network and work stations are supported by Genesee Intermediate School District employees as well as employees in the local school districts.

As a result of the changing technology, the unified information system concept and the implementation of GenNET, the Information Processing and Human Services Department and the Regional Education Media Center were merged into one department in the fall of the 1996-97 school year. The new department, Technology and Media Services, was placed under the leadership of Beverly Knox-Pipes, Director of Technology Services.

The changing technology, the need to support technology for instructional and administrative purposes, the conversion of many of the school districts to a privately-owned telephone system (Phone Michigan), and the need to eliminate and add job descriptions to meet the reorganization plan for the Technology and Media Services Department resulted in the development of this CAPSC Agreement. The Board of Education and the GIESPA agree that to give employees an opportunity to be retrained, if applicable, instead of laying them off when they are not qualified for new job classifications created for the reorganization plan is in the best interest of the district, the association and the employees.

Agreement

This Agreement described herein is developed by the CAPSC to clarify layoff and recall rights and to identify retraining options for employees to go back to school and take college classes, participate in staff development and training activities, and be retrained, if applicable, as determined by the Board of Education, for a new job classification if their present job classification is being eliminated. The parties agree that the Board of Education may elect not to post all of the positions in the new bargaining unit job classifications related to technology in order to give current Technology and Media Services bargaining unit employees an opportunity to elect to be retrained, if applicable. The job classifications affected by this Agreement are as follows:

Current Job Classifications Scheduled to be Eliminated from the Bargaining Unit

A-V Equipment Operator	IP Liaison I
Head A-V Equipment Operator	IP Liaison II
Senior Audio Visual Technician	Computer Operator III

New Job Classifications Scheduled to be Added to the Bargaining Unit

Telecommunications Technician (Voice, Video, Data)	PC Applications Assistant
PC/Equipment Support Technician	Web Technologist
Project Coordinator I, Scheduling	

1. GIESPA CAPSC representatives Terese Knag, Debra Marien and Lane Hotchkiss will meet with Beverly Knox-Pipes, Director of Technology Services, and Thomas Princinsky, Associate Superintendent for Human Resources, to review the new technology-related job classifications and the job descriptions, including education, certification and work experience requirements. This process will include notification to the bargaining unit of the job classifications to be added in accordance with Article I, Recognition, Section B. Draft individualized education and retraining plans for the new positions affected by this Agreement will be developed during this time.
2. Following ratification of this Agreement, and no later than April 10, 1998, the district will notify affected employees in accordance with Article X, Layoff and Recall, of individual layoff meeting dates to review the elimination of their present job classifications effective August 1, 1998.
3. At the layoff meetings, employees will receive the following:
 - a. The current master agreement language, Article X, Layoff and Recall.
 - b. The employee's current job description and a job description for a new job classification, if applicable. Applicability is determined by the Board of Education based on (1) whether or not the employee can demonstrate some level of

competence in the position at present; and (2) whether or not the district needs performance of the essential duties immediately, thereby requiring that the position be posted and advertised. Employees will have the opportunity to review the job descriptions for all of the new bargaining unit job classifications related to technology.

- c. A copy of the CAPSC Agreement, an individualized education and retraining plan, if applicable, as determined by the Board of Education, and an *Employee Acceptance/Rejection of Retraining Form*.
4. Following the layoff meetings, employees will have the opportunity to meet with the department director, GIESPA CAPSC representatives and the Associate Superintendent for Human Resources to continue review and discussion of the individualized education and retraining plans, if applicable. These plans will be finalized no later than May 31, 1998.
 5. Employees will have until June 15, 1998 to return the *Employee Acceptance/Rejection of Retraining Form* and select one of the following:
 - a. Agree to meeting the requirements of the individualized education and retraining plan.
 - b. Reject the individualized education and retraining plan and implement the layoff effective August 1, 1998.
 6. Employees electing to be retrained in a new job classification will continue to be paid at their current classification and step on the appropriate GIESPA salary schedule during their retraining period.
 7. The individualized education and retraining plan will be placed in the employee's personnel file for documentation and future reference. Should there be a change in a college class, graduation or certification requirement, the plan will be updated with the involvement of the employee, the department director, a GIESPA CAPSC representative and the Associate Superintendent for Human Resources. The updated individualized education and retraining plan will then be retained in the personnel file.
 8. The Board of Education will reimburse employees affected by this Agreement for education expenses for up to eight (8) college credit hours total per year provided they meet the requirements for tuition reimbursement in accordance with Administrative Operating Procedure (AOP) #60, Tuition Reimbursement.
 9. Employee participation in staff development activities, inservice training and/or technology-related training leading to certification within a specific content area of the job classification will be in accordance with AOP #10, Staff Development/Inservice Training Requests.

10. Employees may request that the district allow a change in their work schedule to provide them an opportunity to take college classes as outlined in the individualized education and retraining plan during the 8:00 a.m. to 4:30 p.m. work day. Requests to change work schedules will be processed in accordance with AOP #55, Flexible Work Schedules. Employees are expected to take evening and weekend classes whenever possible.
11. The employee, department director, GIESPA CAPSC representative and the Associate Superintendent for Human Resources will meet during the months of July and January of each school year to ensure successful completion of college classes, inservice training, and/or staff development/technology training activities as identified in the individualized education and retraining plan.
12. Failure to demonstrate successful enrollment in and completion of college classes, inservice training, and/or staff development/technology training activities and the successful implementation of the job skills learned from participation in such activities will result in the employee's placement on a 90-day Notice for Improvement. A copy of the 90-day Notice for Improvement will be sent to the GIESPA CAPSC and will be placed in the employee's personnel file.
 - a. The 90-day Notice for Improvement will allow the employee to retake a class in which a C grade or better was not achieved or to participate in the inservice and/or staff development activity again to accomplish the objectives and/or earn a certificate if one was issued documenting successful completion within the next 90 days.
 - b. The 90-day Notice for Improvement may be extended by mutual agreement of the employee, the department director and the Associate Superintendent for Human Resources if the class and/or training activity is not available within the next 90 days. The GIESPA CAPSC will be notified of the extension.
 - c. Failure of the employee to successfully repeat the college class, inservice training, and/or the staff development/technology training activity will result in layoff conducted in accordance with the provisions of the master agreement, Article X, Layoff and Recall.
13. The individualized education and retraining plans will be completed by June 30, 2000 or June 30, 2001, depending on the job classification and the retraining plan. The completion date will be finalized with the involvement of the employee, the department director, a GIESPA CAPSC representative and the Associate Superintendent for Human Resources.
14. The completion date may be considered for extension if the employee makes a request for extension in writing to the Associate Superintendent for Human Resources at least 60 days prior to the anticipated completion date. The employee must demonstrate extenuating circumstances to request an extension. Extenuating circumstances will


- include, but are not limited to, long-term illness of the employee, family illness or death in the family, or inability to enroll in a particular class or inservice training activity because of limited enrollment. The unwillingness of an employee to enroll in an evening and/or weekend class is not considered an extenuating circumstance.
15. Employees are responsible for providing the Human Resources Department with written documentation of successful completion of college classes, inservice training, staff development activities and/or technology certification training requirements as outlined in the individualized education and retraining plan within 30 days of receiving such documentation from the authorized agency, college and/or university.
 16. Upon submission of written documentation of successful completion of all of the requirements outlined in the individualized education and retraining plan, a *Change of Assignment* will be processed and the employee will be notified by the Associate Superintendent for Human Resources that the requirements as outlined have been accomplished. Movement on the salary schedule, if appropriate, will take place at that time in accordance with provisions of the master agreement, Article XI, Vacancies, Transfers, Promotions and Reassignments, Section H.
 17. Employees electing not to complete the requirements of their individualized education and retraining plans will notify the Associate Superintendent for Human Resources in writing and, as a result, will be placed on layoff in accordance with the provisions of the master agreement, Article X, Layoff and Recall.
 18. Should an employee be on layoff as a result of not being retrained in a new job classification, the employee may be considered for employment in a different bargaining unit job classification for up to four years from their date of layoff provided the district can waive the work experience requirements and the following conditions can be met:
 - a. The employee notifies the Human Resources Department in writing of their interest in the vacant position.
 - b. Filling the position under this provision does not violate the employment rights of other bargaining unit members.
 - c. An individualized education and retraining plan can be developed and accomplished to meet the needs of the district in a timely fashion.
 19. An employee on layoff who fills a vacancy in another job classification will be placed at step 1 on the appropriate GIESPA salary schedule for that position. Following successful completion of the individualized education and training plan, the employee will be placed on an experience step equal to one-half their total years of seniority in the GIESPA bargaining unit, not to exceed the last step of the salary schedule.
 20. It is understood that the district will provide job search, resume writing, interview training and support groups for employees who are laid off, voluntarily or involuntarily, as a

result of this reorganization to meet the current and future technology needs of the district and the constituents we serve.

This CAPSC Agreement constitutes the entire understanding of the parties with respect to the matter herein agreed to and shall not be deemed precedent setting, unless specified herein, with respect to the contract and/or the policies and procedures of the Genesee Intermediate School District and/or the Genesee Intermediate Educational Support Personnel Association.

This Agreement shall be effective on February 11, 1998.

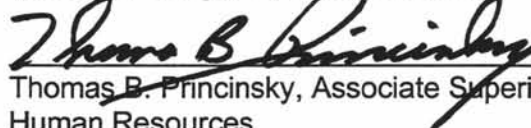
Agreement on CAPSC Agreement #2 1997-98 was reached through the Contract Administration and Problem Solving Committee process on 2-9-98. Attesting to this agreement are:


Lane Hotchkiss, MEA/UniServ Director

2/11/98
Date


Terese K. Knag, President, GIESPA

2-11-98
Date



Thomas B. Princinsky, Associate Superintendent
Human Resources

2-10-98
Date

Agreement on CAPSC Agreement #2 1997-98 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on 2-9-98.

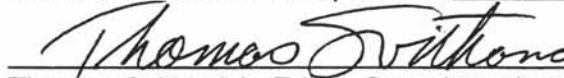

Terese Knag, President, GIESPA

2-11-98
Date


Andrea Peters, Secretary, GIESPA

2-11-98
Date

Agreement on CAPSC Agreement #2 1997-98 by the Genesee Intermediate School District Board of Education took place on 2-10-98.


Thomas Svitkovich, Ed.D., Superintendent

2/10/98
Date

**Contract Administration and Problem Solving Committee
Agreement #2 1997-98
Technology and Media Services Reorganization
Changes in Job Classifications**

**Amendment
Effective April 29, 1998**

New Job Classifications Scheduled to be Added to the Bargaining Unit

Original Agreement

Telecommunications Technician
(Voice, Video, Data)

Project Coordinator I, Scheduling

(Add entry level position)

Amendment

Telecommunications Technician

Project Coordinator I - GenNET

Materials Clerk

18. Provided the district can waive the work experience requirements of a job description, employees may be considered for employment in a different bargaining unit job classification for up to four years from their date of layoff if they were laid off as a result of:
- a. Elimination of their job classification,
 - b. Electing not to retrain in a new job classification,
 - c. Failure to successfully complete the course work required in their retraining plan,
 - d. Electing not to complete the requirements of their retraining plan or
 - e. Elimination of their new job classification after the retraining plan has begun or has been completed.

The following conditions must be met:

- a. The employee notifies the Human Resources Department in writing of their interest in a vacant position.
- b. Filling the position under this provision does not violate the employment rights of other bargaining unit members.
- c. An individualized education and retraining plan can be developed and accomplished to meet the needs of the district in a timely fashion.

- 19. An employee who fills a vacancy in another job classification as a result of implementing number 18 above will be placed at step 1 on the appropriate GIESPA salary schedule for that position. Following successful completion of the individualized education and training plan, the employee will be placed on an experience step equal to one-half their total years of seniority in the GIESPA bargaining unit, not to exceed the last step of the salary schedule.


This amendment to CAPSC Agreement #2 1997-98 shall be effective on April 29, 1998.

Agreement on the amendment to CAPSC Agreement #2 1997-98 was reached through the Contract Administration and Problem Solving Committee process on 4/6/98.

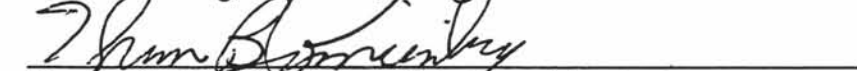
Attesting to this agreement are:


 Lane Hotchkiss, MEA UniServ Director

4/29/98
 Date


 Terese K. Knag, President, GIESPA

4-29-98
 Date


 Thomas B. Princinsky, Associate Superintendent
 Human Resources

4-29-98
 Date

Agreement on the amendment to CAPSC Agreement #2 1997-98 by the Genesee Intermediate Educational Support Personnel Association Governing Board took place on 4/20/98.



 Terese Knag, President, GIESPA

4-29-98
 Date


 Andrea Peters, Secretary, GIESPA

4-29-98
 Date


Agreement on the amendment to CAPSC Agreement #2 1997-98 by the Genesee Intermediate School District Board of Education took place on 4/28/98.

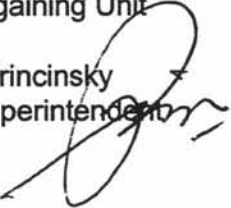

 Thomas Svitkovich, Ed.D., Superintendent

4/29/98
 Date

GENESEE INTERMEDIATE SCHOOL DISTRICT.
Human Resources

To: GIESPA Technology and Media
Services Employees,
GIESPA Governing Board and
Advisory Council

From: Terese Knag, President 
GIESPA Bargaining Unit

Thomas B. Princinsky
Associate Superintendent 

Date: May 8, 1998

Re: **GIESPA CAPSC Procedure for Implementation
of the Amendment to CAPSC Agreement #2 1997-98**

As you are aware, the Genesee Intermediate School District Board of Education approved the amendment to GIESPA CAPSC Agreement #2 1997-98 on April 28, 1998. The amendment to the agreement provides that a bargaining unit employee may be considered for employment in a different bargaining unit job classification for up to four years from the date of layoff (see attached). Should an employee express an interest in being trained in a vacant bargaining unit position, the following procedure will be implemented:

1. Tom Princinsky will:
 - a. Contact the program administrator who requested the job posting for a vacant GIESPA position and the department director of the assigned area, if applicable, and indicate that an employee has expressed an interest in retraining for the posted vacancy.
 - b. Meet with the program administrator and the department director, if applicable, to:
 - Review the requirements of the posted vacancy
 - Discuss the feasibility of waiving the work experience requirements
 - Determine if an individualized education and retraining plan can be developed which would allow the employee to meet the work experience and other requirements of the posted vacancy.

May 8, 1998

-2-

- c. Contact the employee and schedule a meeting with the administrator and the employee. During the meeting, the administrator and the employee will review the requirements of the position and the education, work experience and qualifications of the employee.
2. Following the meeting with the employee, the program administrator will submit a written recommendation to Tom Princinsky and the department director, if applicable, indicating whether or not the work experience requirements of the job description can be waived and/or if it is possible to develop an individualized education and retraining plan for the employee.
3. Tom Princinsky will notify the employee regarding the recommendation in number 2 above. The employee may be requested to meet with the program administrator to develop the individualized education and retraining plan. (More than one meeting may be required.)
4. Following the development of the individualized education and retraining plan, the employee, program administrator, department director, if applicable, Tom Princinsky and a bargaining unit representative will meet to finalize the plan.
5. Following finalization in number 4 above, Tom Princinsky will communicate with the program administrator and Beverly Knox-Pipes to develop a transition plan and effective date for the employee to leave the Technology and Media Services Department and begin the new position.
6. Number 5 is only applicable between now and August 1, 1998, the scheduled layoff date for GIESPA Technology and Media Services employees.

TBP:dsm
Attachment

spwin\1050198

GENESEE INTERMEDIATE SCHOOL DISTRICT.
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

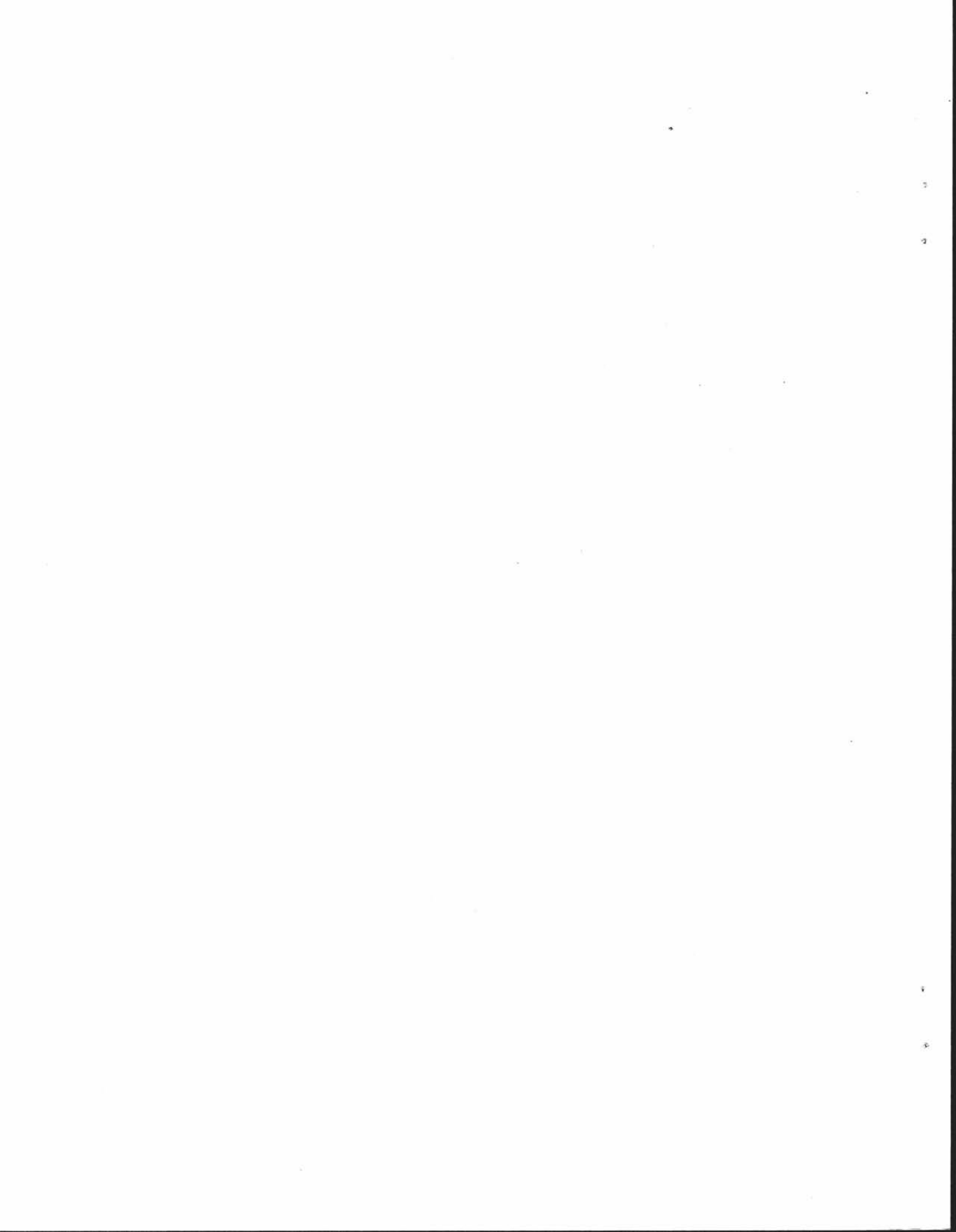
**Self-Funded Vision Program
GIESPA Members**

**Annual maximum benefit payable per family member
September 1 through August 30 of each year**

	<u>Current Benefit Schedule</u>	<u>Proposed Benefit Schedule for 1998-99 and 1999-2000</u>
Vision Exam	\$50.00	\$60.00
Lenses		
- Single	\$56.00	\$66.00
- Bifocal	\$90.00	\$100.00
- Trifocal	\$110.00	\$120.00
- Lenticular	\$128.00	\$138.00
Frames	\$60.00	\$70.00
Contact Lenses	\$125.00	\$135.00
Reimbursed at \$125.00 if not medically necessary (cosmetic). In lieu of all other benefits (exam, lenses and frames) during any plan year.		Reimbursed at \$135.00 if not medically necessary (cosmetic). In lieu of all other benefits (exam, lenses and frames) during any plan year. Reimbursed \$200.00 if medically necessary (including the cost of exam) during any plan year.

**Longevity
GIESPA Members**

	<u>Longevity for 1999-2000</u>	<u>Proposed Longevity Increase for 1999-2000</u>
Years of GISD Experience		
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



Salary Schedules

Classified Salary Schedule

1995-96 Steps	CLASSIFICATIONS	
	1	2
1	10.59	11.68
2	11.05	12.20
3	11.47	12.74
4	11.92	13.25
5	12.42	13.80
6	12.92	14.35
7	13.44	14.93

1996-97 Steps	CLASSIFICATIONS	
	1	2
1	10.91	12.03
2	11.38	12.57
3	11.81	13.12
4	12.28	13.65
5	12.79	14.21
6	13.31	14.78
7	13.84	15.38

1997-98 Steps	CLASSIFICATIONS	
	1	2
1	11.21	12.36
2	11.69	12.91
3	12.14	13.48
4	12.62	14.02
5	13.14	14.60
6	13.67	15.19
7	14.22	15.80

1998-99 Steps	CLASSIFICATIONS	
	1	2
1	11.49	12.67
2	11.98	13.23
3	12.44	13.82
4	12.94	14.37
5	13.47	14.97
6	14.01	15.57
7	14.58	16.20

1999-2000 Steps	CLASSIFICATIONS	
	1	2
1	11.78	12.99
2	12.28	13.56
3	12.75	14.16
4	13.26	14.73
5	13.81	15.34
6	14.36	15.96
7	14.94	16.60

CLASSIFICATIONS

- 1 Secretary
- ~~A-V Equipment Operator~~
- Distribution Center Operator
- Dispatcher/Router
- Audio-Visual Technician
- Graphics Assistant
- Custodian
- Key Entry Operator

- 2 Program Secretary
- ~~Head A-V Equipment Operator~~
- Computer Operator I
- ~~Senior Audio-Visual Technician~~
- Project Coordinator I¹
- Head Custodian

Night shift differential will be paid at 20 cents per hour for regularly scheduled second and third shifts.

- ¹Project Coordinator I - GenNET
- ¹Project Coordinator I - Orientation and Insurance Processing

Information Processing and Specialist Salary Schedule

1995-96		CLASSIFICATIONS		
Steps	1	2	3	
1	13.87	15.09	16.17	
2	14.42	15.62	16.72	
3	14.95	16.23	17.38	
4	15.52	16.76	18.07	
5	16.17	17.46	18.72	
6	16.76	18.07	19.39	
7	17.38	18.58	19.86	

1996-97		CLASSIFICATIONS		
Steps	1	2	3	
1	14.29	15.54	16.66	
2	14.85	16.09	17.22	
3	15.40	16.72	17.90	
4	15.99	17.26	18.61	
5	16.66	17.98	19.28	
6	17.26	18.61	19.97	
7	17.90	19.14	20.46	

1997-98		CLASSIFICATIONS		
Steps	1	2	3	
1	14.68	15.97	17.11	
2	15.26	16.53	17.70	
3	15.82	17.18	18.39	
4	16.43	17.74	19.12	
5	17.11	18.48	19.81	
6	17.74	19.12	20.52	
7	18.39	19.66	21.02	

1998-99		CLASSIFICATIONS		
Steps	1	2	3	
1	15.05	16.37	17.54	
2	15.64	16.94	18.14	
3	16.22	17.61	18.85	
4	16.84	18.18	19.60	
5	17.54	18.94	20.31	
6	18.18	19.60	21.03	
7	18.85	20.15	21.55	

1999-2000		CLASSIFICATIONS		
Steps	1	2	3	
1	15.42	16.78	17.98	
2	16.03	17.37	18.60	
3	16.62	18.05	19.32	
4	17.26	18.64	20.09	
5	17.98	19.42	20.81	
6	18.64	20.09	21.56	
7	19.32	20.66	22.08	

CLASSIFICATIONS

1 ~~IP Liaison I~~
 Computer Operator II
 Accountant I
 Computer Programmer I
 Network Coordinator I
 General Maintenance Coordinator
Telecommunications Technician
PC Equipment Support Technician

2 Computer Programmer II
 Network Coordinator II
 Project Specialist I
 Physical Therapist Assistant*
 Certified Occupational Therapist Assistant*
 Licensed Practical Nurse*
~~IP Liaison II~~
~~Computer Operator III~~
 Accountant II
 Graphics Specialist
PC Applications Assistant
Web Technologist

3 Senior Computer Programmer
 Project Specialist II
 A-V Production Specialist

Night shift differential will be paid at 20 cents per hour for regularly scheduled second and third shifts.

*Eligible for vacation pay in accordance with Article XIV, Section C, and holiday pay in accordance with the paraprofessional holiday schedule for the building in which they are assigned.

Clerk Salary Schedule

1998-99

Steps

1	7.00
2	7.32
3	7.65
4	7.99
5	8.35
6	8.73
7	9.12

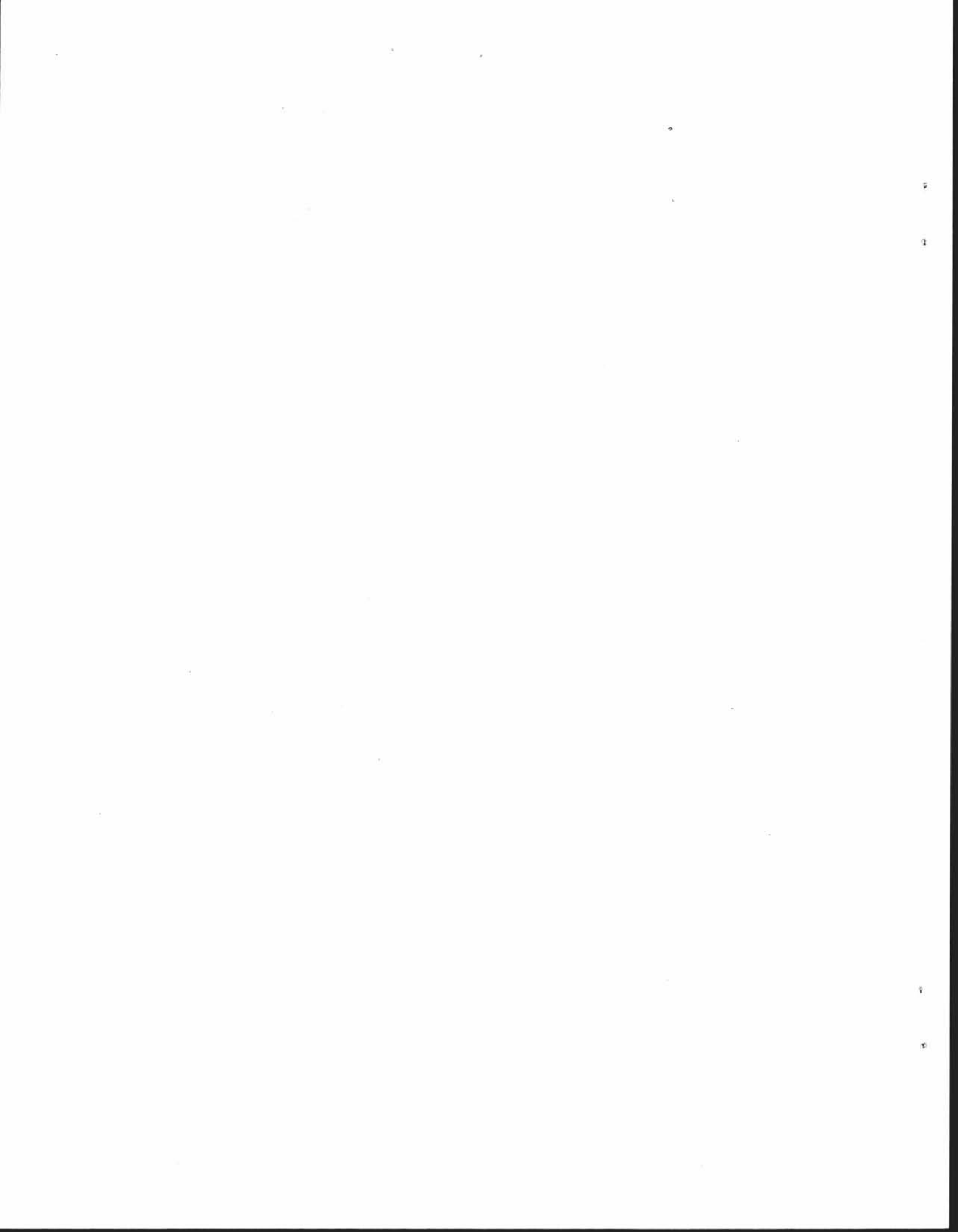
1999-2000

Steps

1	7.18
2	7.50
3	7.84
4	8.19
5	8.56
6	8.95
7	9.35

CLASSIFICATION

Materials Clerk



Schedule DCalendar revisions distributed to
GIESPA Members September 1998**GISD 1998-99****Student Calendar for Paraprofessionals, Licensed Practical Nurses, Physical Therapist Assistants and Certified Occupational Therapist Assistants**

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 - Students A.M. Only
May 12, 1999	Wednesday	School Improvement/Staff Development/Inservice - 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	<u>Friday</u>	Records Day - EKLC Students A.M. Only; 230-Day Mandated Program No Students
June 14, 1999	<u>Monday</u>	First Day 230-Day Mandated Program and Extended 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	<u>Thursday</u>	Last Day 230-Day Mandated Program and Extended Schedules for 1998-99
		184 Teacher Days Academic Year
		182 Student Days Academic Year EKLC
		181 Student Days Academic Year 230-Day Mandated 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 230-day mandated program at MCIC and other employees in accordance with Article XX, Section G.

Holiday Schedules - continued
Classified, Information Processing Employees, and Specialists

1998-99

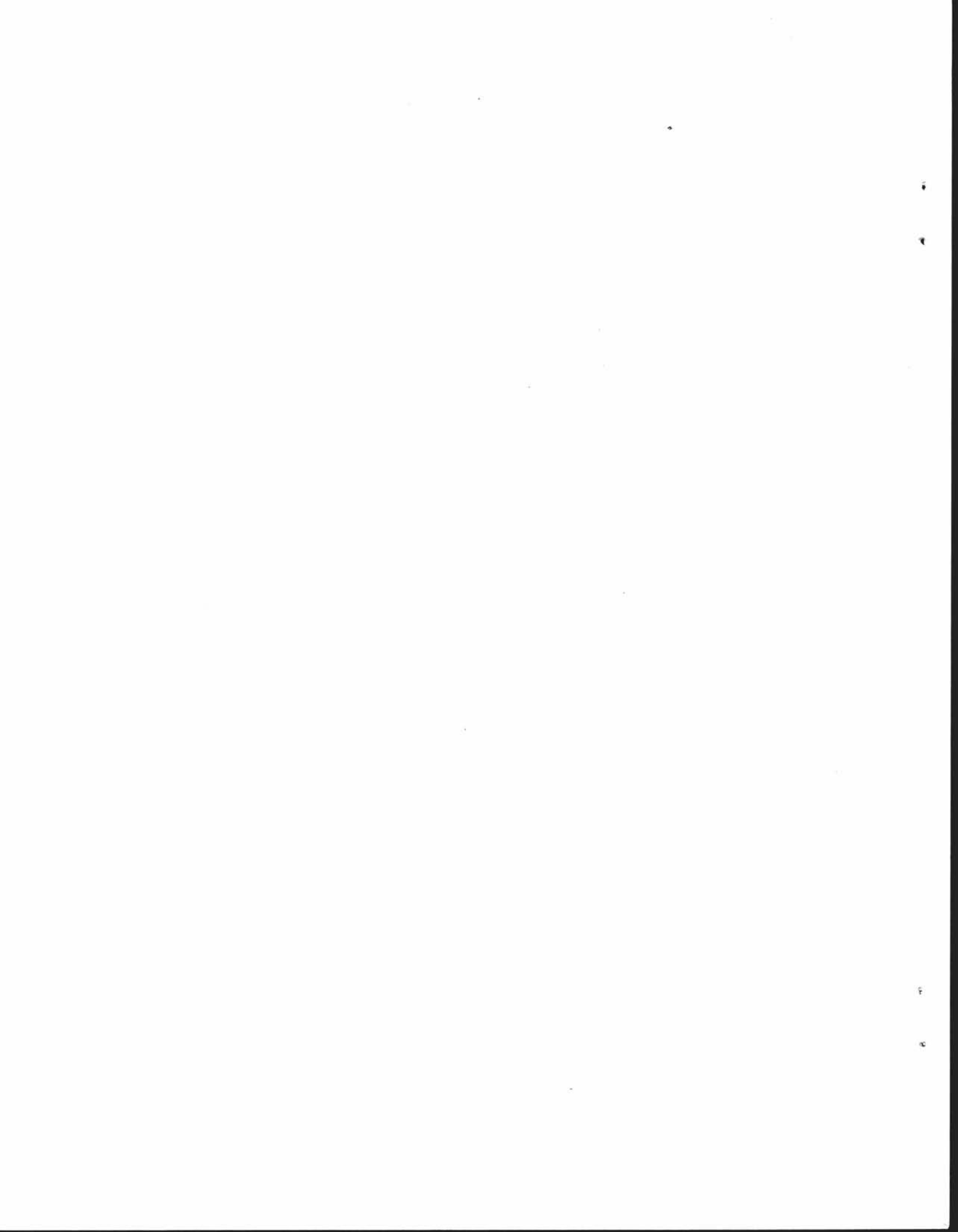
Independence Day Holiday*	Friday	July 3, 1998
Labor Day	Monday	September 7
Thanksgiving Day	Thursday	November 26
Day after Thanksgiving	Friday	November 27
Christmas Eve	Thursday	December 24
Christmas Day	Friday	December 25
New Year's Eve	Thursday	December 31
New Year's Day	Friday	January 1, 1999
Friday before Easter	Friday	April 2
Monday after Easter	Monday	April 5
Memorial Day	Monday	May <u>31</u>

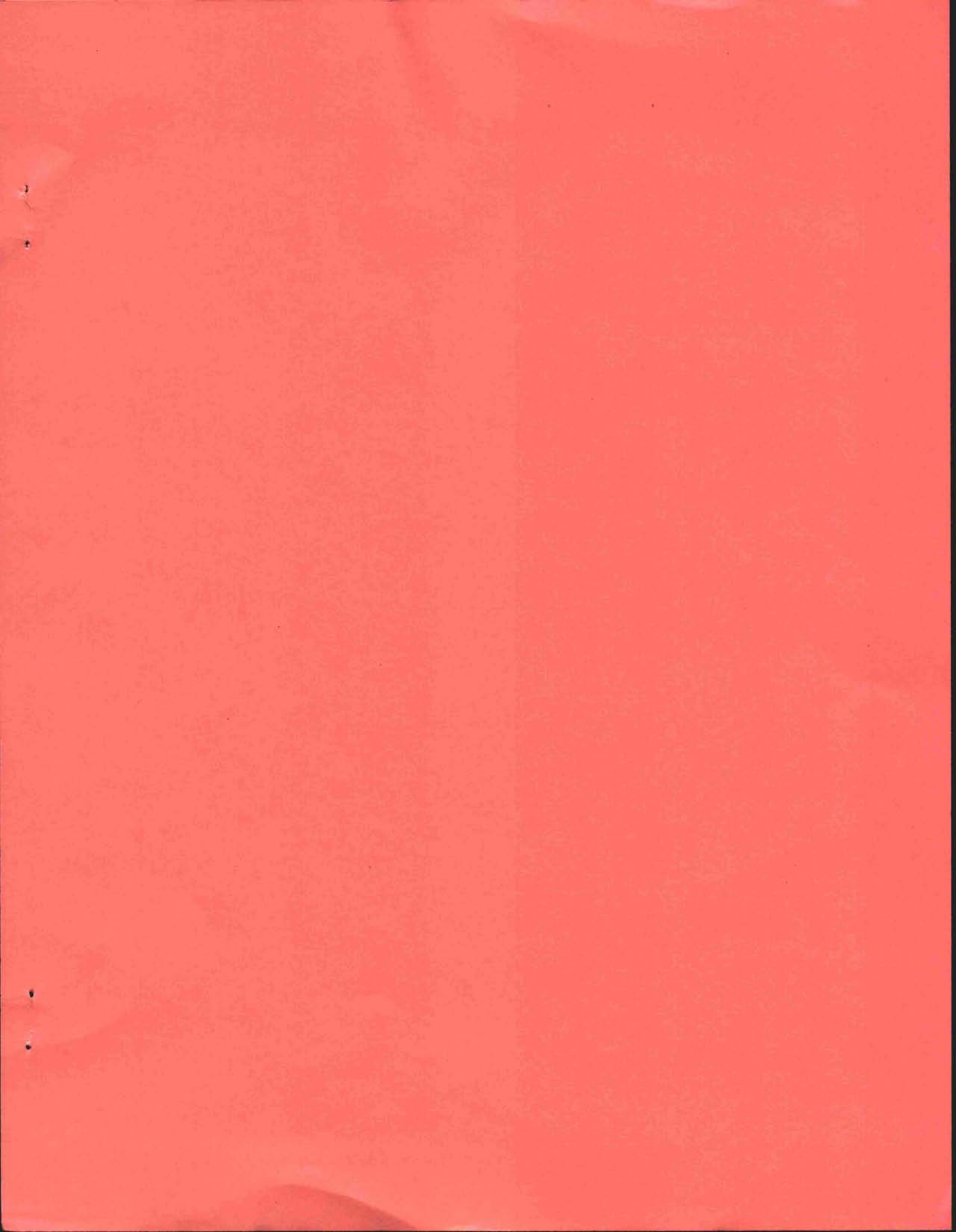
1999-2000

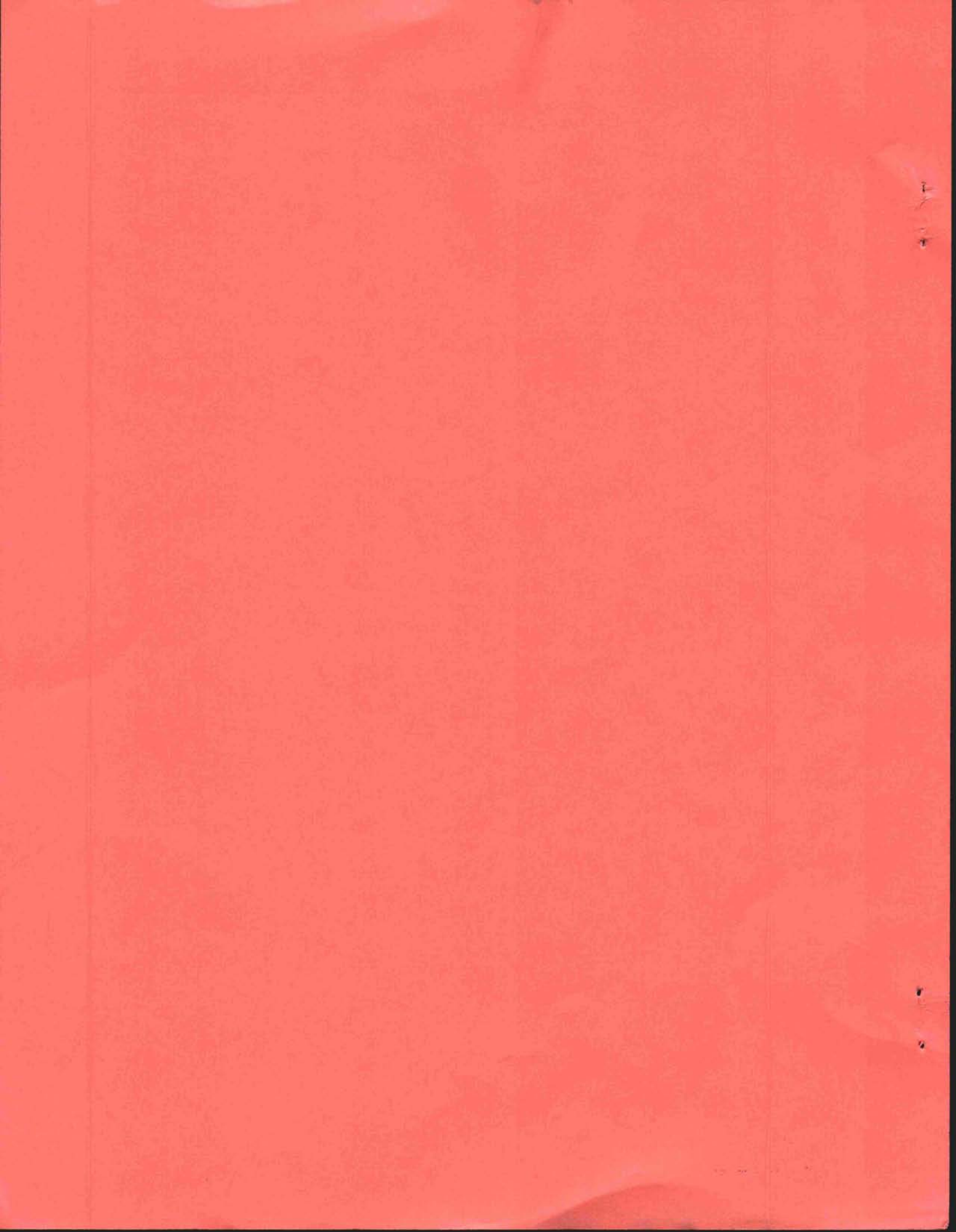
Independence Day Holiday*	Monday	July 5, 1999
Labor Day	Monday	September 6
Thanksgiving Day	Thursday	November 25
Day after Thanksgiving	Friday	November 26
Christmas Eve	Friday	December 24
Christmas Day Holiday*	Monday	December 27
New Year's Day Holiday*	Thursday	December 30
New Year's Eve	Friday	December 31
Friday before Easter	Friday	April 21, 2000
Monday after Easter	Monday	April 24
Memorial Day	Monday	May <u>29</u>

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

Classified, Information Processing Employees and Specialists will be paid double time if scheduled to work on Independence Day (or its designated holiday), Labor Day, Thanksgiving Day, Christmas Day (or its designated holiday), New Year's Day (or its designated holiday), Monday after Easter or Memorial Day. If scheduled to work the Day after Thanksgiving, Christmas Eve (or its designated holiday), New Year's Eve (or its designated holiday) or the Friday before Easter, the employees will be paid time and one-half their regular hourly rate. Double time and time and one-half are subject to the conditions in Article XX, Section C.







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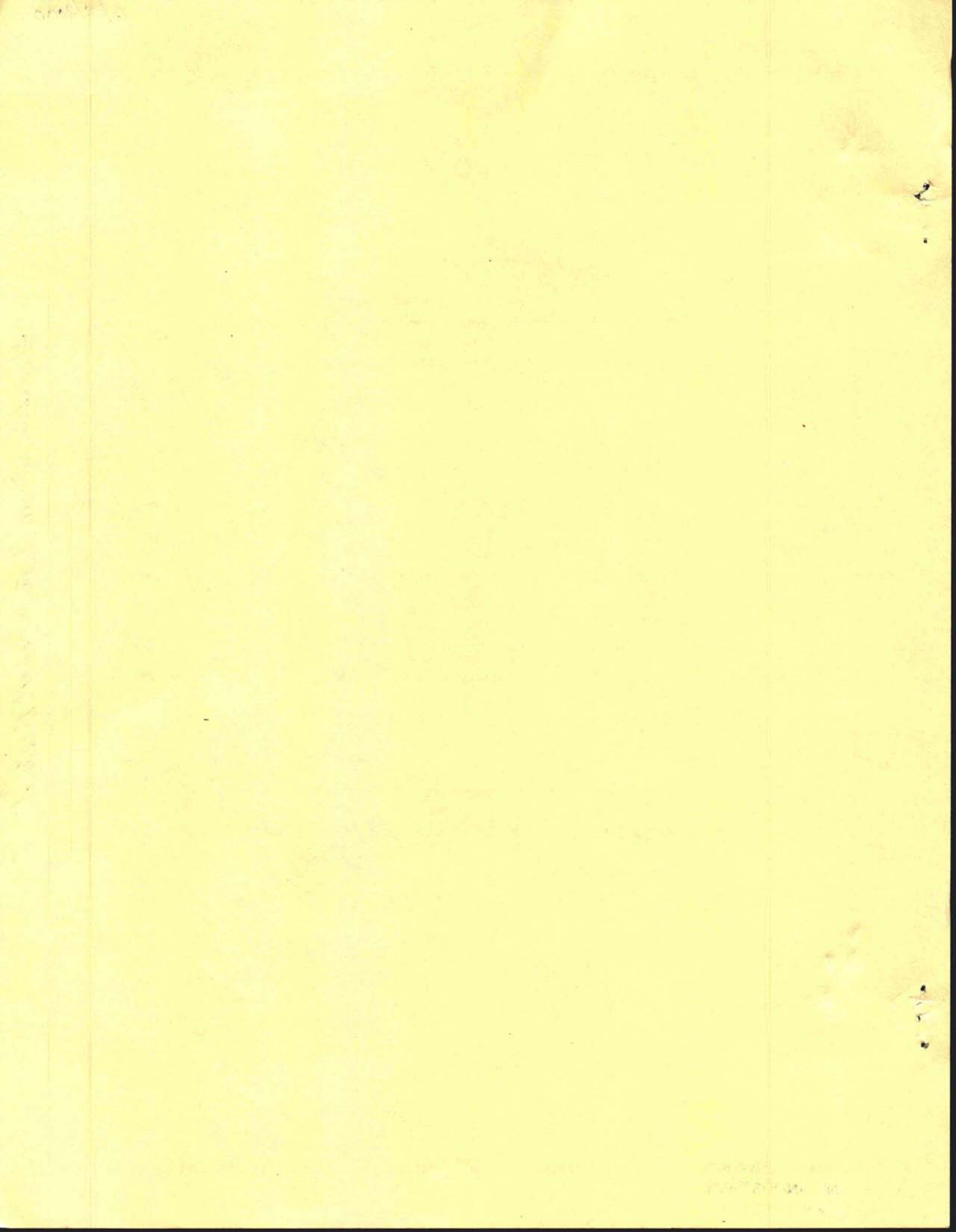
6/30/2000

**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

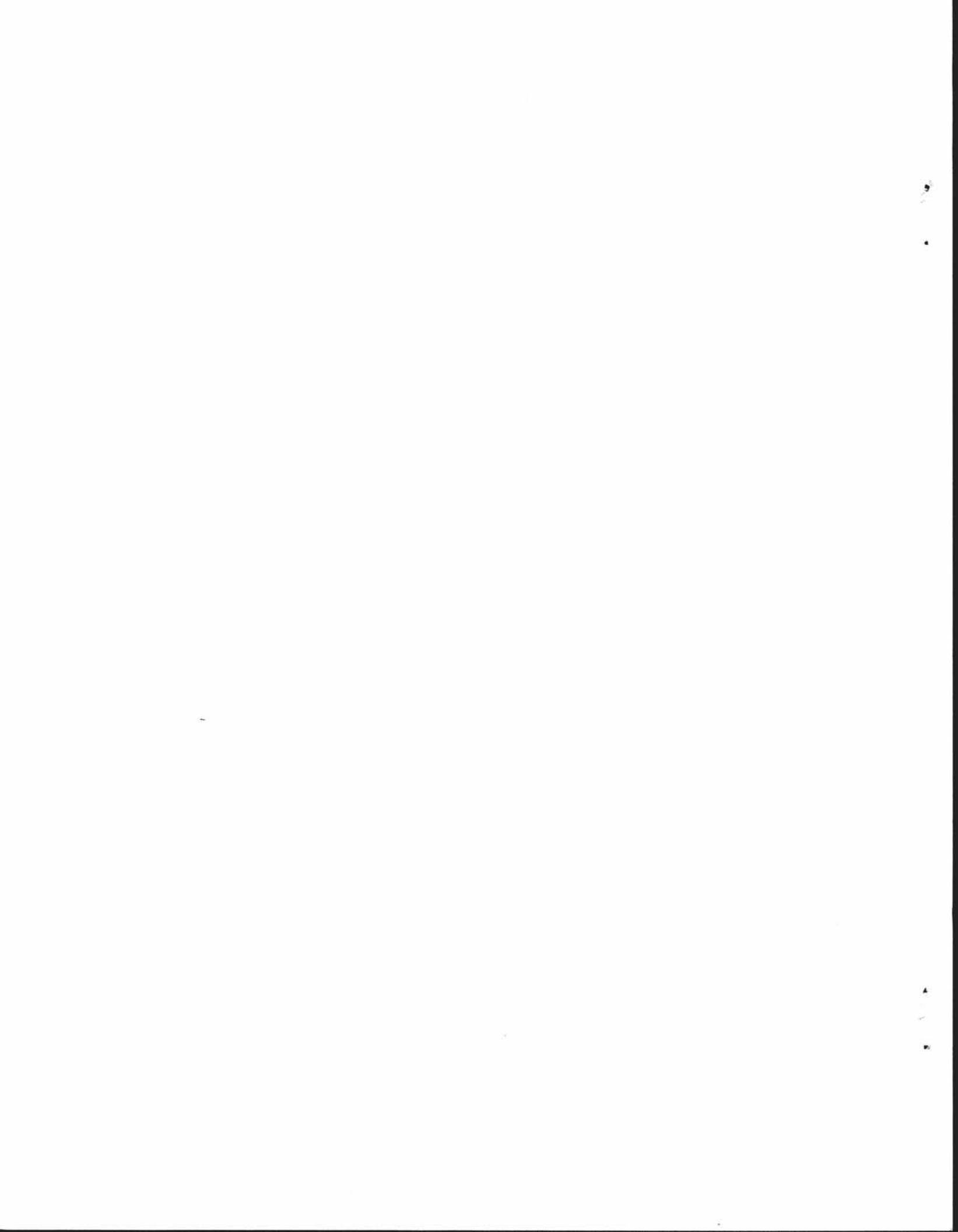


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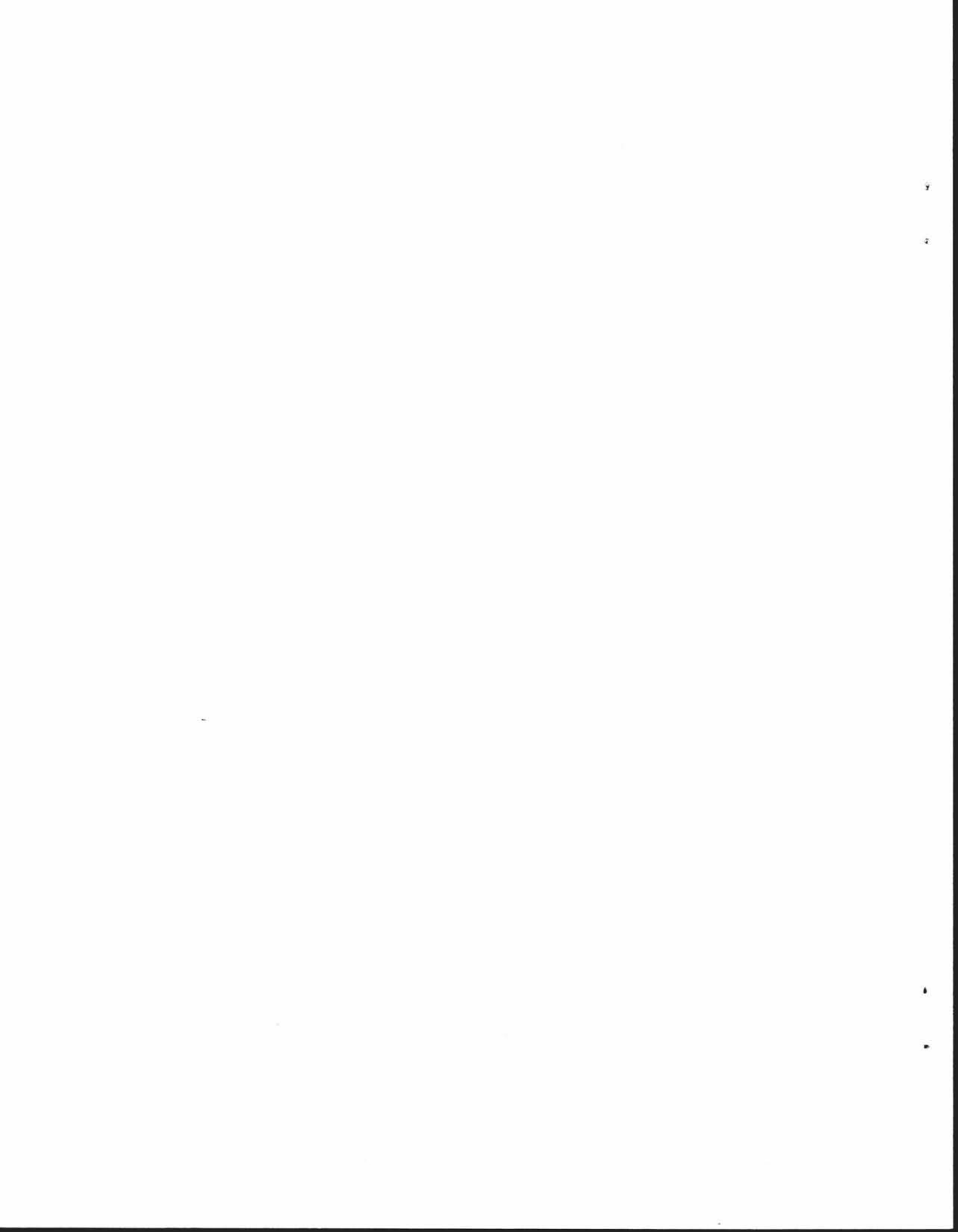
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**Amendment and Attachment to the
Agreement Between the
Genesee Intermediate School District Board of Education and the
Genesee Intermediate Educational Support Personnel Association**

**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:

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	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:

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

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:

<i>Age on Date the Period of Disability Commences</i>	<i>Maximum Benefit Period</i>
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.

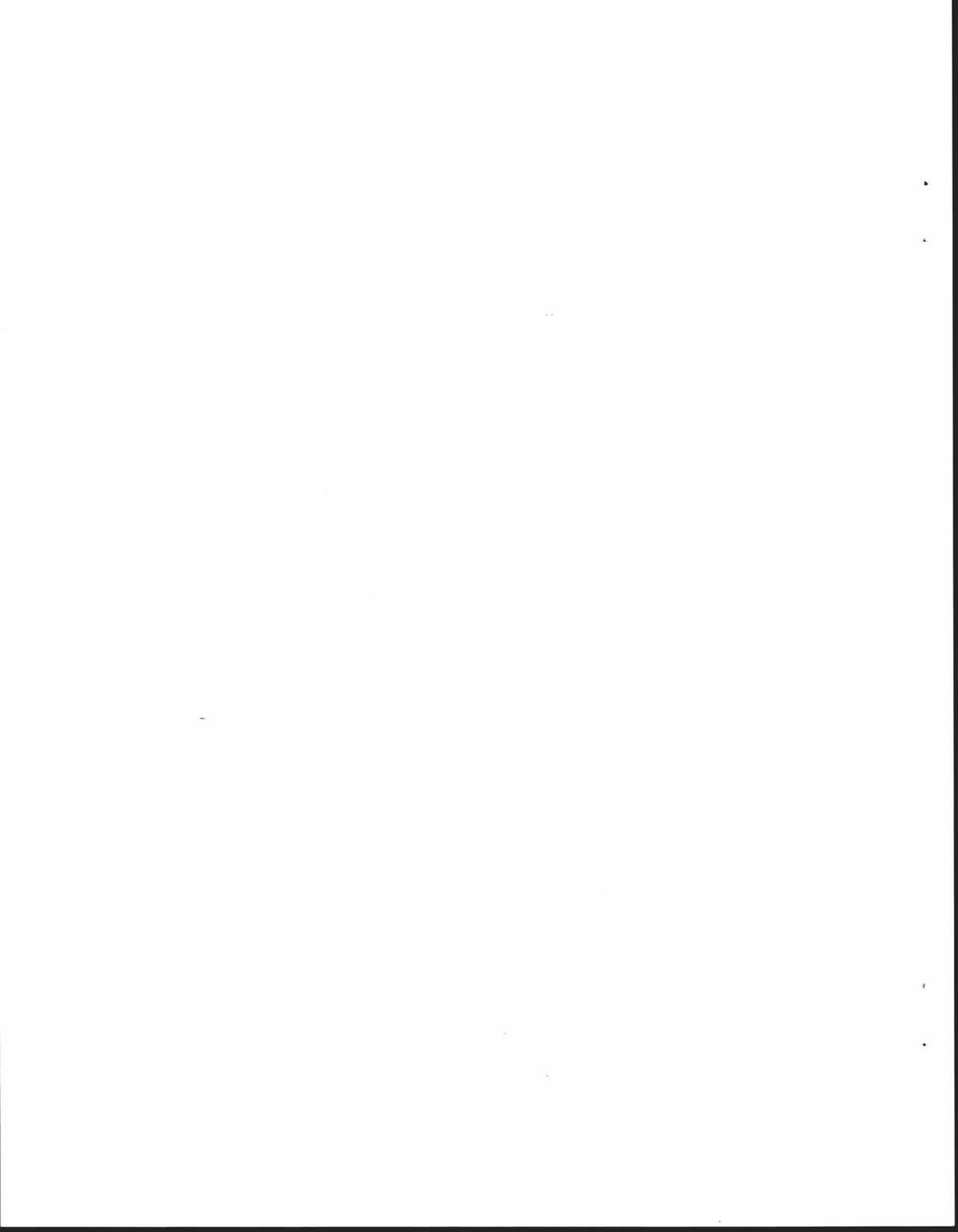
If it is determined that savings are not being generated by implementing various cost savings techniques in the insurance program, the minimum longevity paid by the Board for 10, 15, 20 and 25 years experience as an employee at the Genesee Intermediate School District shall be as follows:

GISD Experience Longevity

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

Salary Schedule

	BUS DRIVERS	TRANSPORTATION AIDES	DISTRICT COURIERS
1997-98 (current)	\$ 10.62	\$ 7.00	\$ 10.00
1998-99	11.78	8.00	10.62
1999-2000	12.28	8.34	10.89
Field Trips/Extra Runs	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 - Students A.M. Only
May 12, 1999	Wednesday	School Improvement/Staff Development/Inservice - 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 Mandated Program No Students
June 14, 1999	Monday	First Day 230-Day Mandated Program and Extended 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 Schedules for 1998-99
		184 Teacher Days Academic Year
		182 Student Days Academic Year EKLC
		181 Student Days Academic Year 230-Day Mandated 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 - 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 Mandated Program No Students
June 15, 2000	Thursday	First Day Summer 230-Day Mandated Program and Extended Schedules; Students/Employees Reduced 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 Extended Schedules for 1999-2000
		185 Teacher Days Academic Year
		183 Student Days Academic Year EKLC
		182 Student Days Academic Year 230-Day Mandated 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

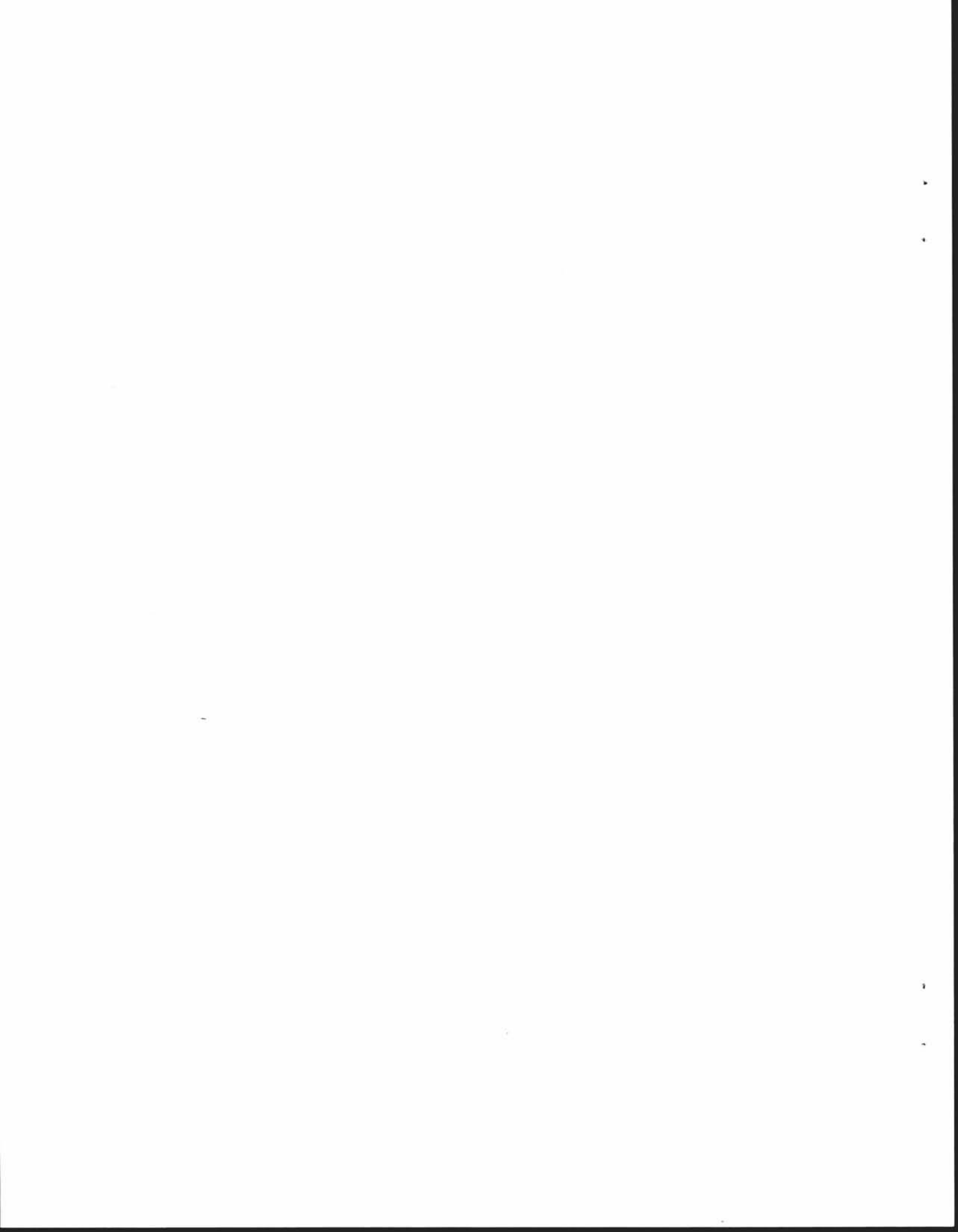
Independence Day Holiday**	Friday	July 3, 1998
Labor Day	Monday	September 7
Thanksgiving Day	Thursday	November 26
Christmas Day	Friday	December 25
New Year's Day	Friday	January 1, 1999
Memorial Day	Monday	May 31

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.

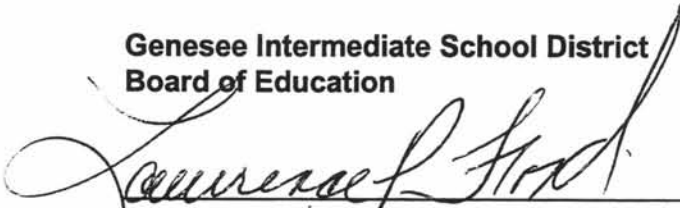


Article XXI

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**

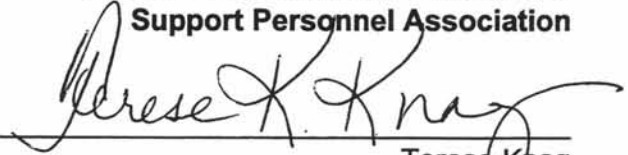


Lawrence P. Ford
President

9/8/98

Date

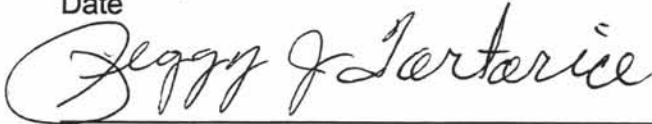
**Genesee Intermediate Educational
Support Personnel Association**



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

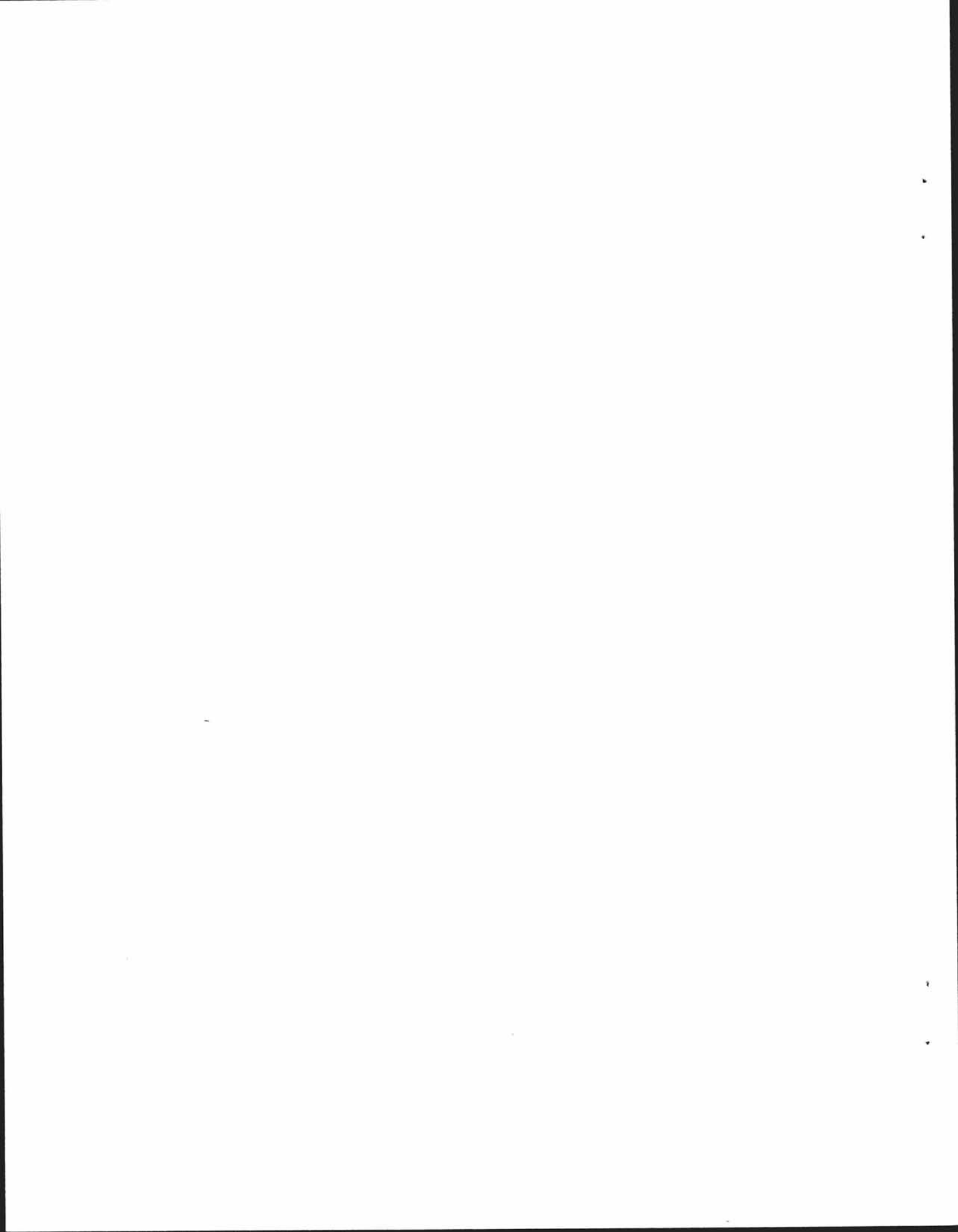
Date



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.

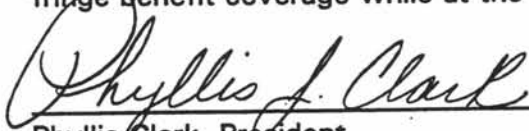
One of the improved insurance benefits was a reduction in the time an employee would have to wait to qualify for disability insurance coverage from 46 calendar days to 31 calendar days. In accordance with Article XV, Insurance Protection and Tuition Reimbursement, Section I, Disability Insurance, paragraph 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:

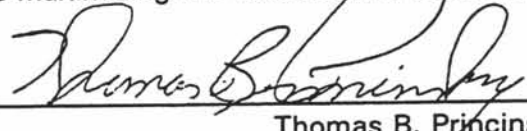
1. Employees who become aware that their illness will extend for 31 calendar days or more should immediately contact the Human Resources Department and request the application for disability benefits.
2. Employees are responsible for communicating with their immediate supervisor the reason for absence, 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:

<i>Age on Date the Period of Disability Commences</i>	<i>Maximum Benefit Period</i>
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

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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

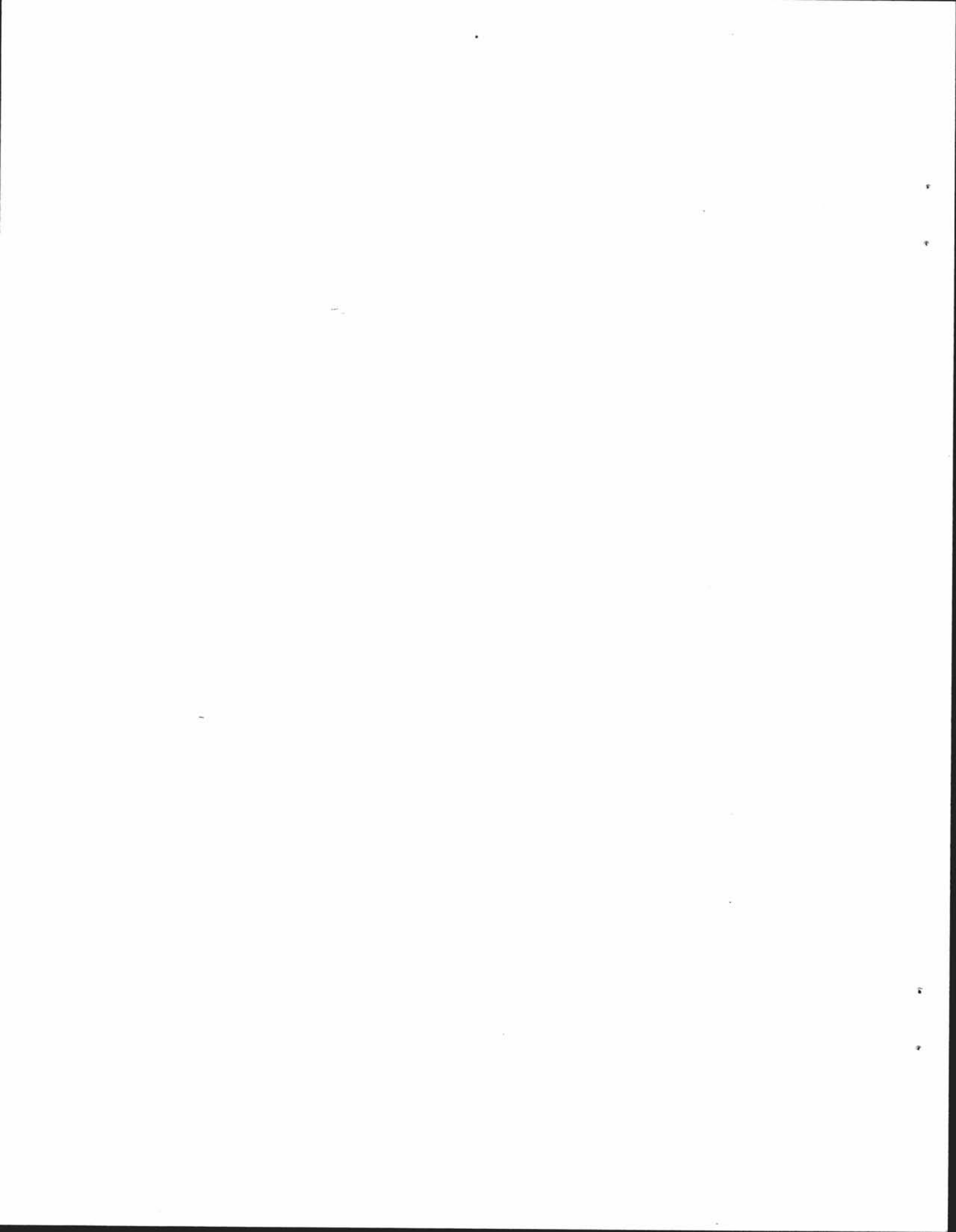
Re: **Insurance Coverage for Transportation
Employees: CAPSC Agreement #1 1999-2000**

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.

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

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:

<i>Age on Date the Period of Disability Commences</i>	<i>Maximum Benefit Period</i>
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:



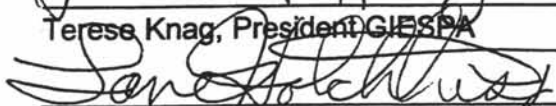
Thomas B. Princinsky, Associate Superintendent
Human Resources

August 30, 1999
Date



Terese Knag, President GIESPA

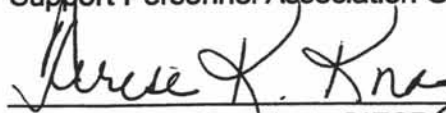
9-15-1999
Date



Lane Hotchkiss, MEA UniServ Director

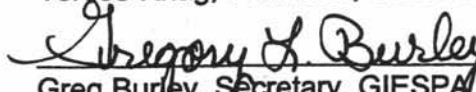
9/15/99
Date

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

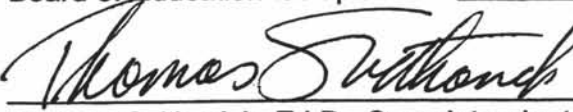
9-15-1999
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Greg Burley, Secretary, GIESPA

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

