

**Agreement Between
The
Genesee Intermediate School District
Board of Education
And the
Genesee Intermediate Educational Support Personnel
Association**

**2009-2010
2010-2011
2011-2012
2012-2013**



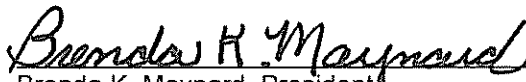
**Genesee Intermediate
School District**

Forward

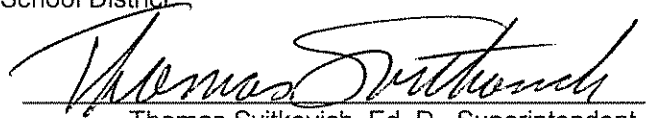
The Genesee Intermediate School District Board of Education and the Genesee Intermediate Educational Support Personnel Association take pride in the continued Win-Win spirit utilized in negotiating this Agreement. This Agreement represents a commitment to excellence in education for the students and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

As we continue to move forward, we recognize the many hours of personal time that have been devoted by the members of the Union and the Board team. We look forward to continuing our positive working relationship through the Contract Administration and Problem Solving Committee (CAPSC) that is charged with the responsibility of effectively implementing this Agreement. A special thanks is extended to the employees and all of the Win-Win negotiations team members for an excellent job.

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.



Brenda K. Maynard, President
Genesee Intermediate Educational
Support Personnel Association



Thomas Svitkovich, Ed. D., Superintendent
Genesee Intermediate School District

Genesee Intermediate School District Board of Education

Lawrence P. Ford, President
Jerry G. Ragsdale, Vice President
Dale A. Green, Secretary
Paul D. Newman, Treasurer
Cindy A. Gansen, Trustee

Thomas Svitkovich, Ed. D., Superintendent

Negotiation Teams

Genesee Intermediate School District Board of Education Representatives

Genesee Intermediate Educational Support Personnel Association Representatives

Al Luce
Personnel and Labor Relations
Consultant

Van Bueche
Bus Driver, Special Education Transportation

Cynthia McCain
Assistant Superintendent
Business Services

Dianne Fillwock
Dispatcher/Router (Alternate)

Melinda McGraw
Human Resources Administrator

David Harrell
Acting MEA UniServ Director

Michael Moorman
Deputy Superintendent

Charles Jackson
Bus Driver, Special Education Transportation

Jan Russell
Assistant Superintendent
Special Services

Lu Sinda Johnston
Para-Educator

Gary West
Director of Transportation Services

Glenda Letavis
Program Secretary

Debra Marien
Para-Educator

Brenda Maynard
Para-Educator

Karen Merrill
Project Coordinator – Education and Learning

Gay Ann Roos
Para-Educator

GIESPA/Board Finance Committee

Genesee Intermediate School District Board of Education Representatives

Genesee Intermediate Educational Support Personnel Association Representatives

Cynthia McCain
Assistant Superintendent
Business Services

David Harrell
Acting MEA UniServ Director

Melinda McGraw
Human Resources Administrator

Charles Jackson
Bus Driver, Special Education Transportation

Michael Moorman
Deputy Superintendent

Debra Marien
Para-Educator

Gary West
Director of Transportation Services

Brenda Maynard
Para-Educator

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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 27th day of April 2010, 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 employees as outlined below and 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.)

Accountant

Calendar Year Accountant II
Academic Year Accountant II
Calendar Year Accountant I
Academic Year Accountant I

Applications Support Specialist

Calendar Year Applications Support Specialist
Academic Year Applications Support Specialist

Bus Driver

Certified Occupational Therapist Assistant (COTA)

Calendar Year Certified Occupational Therapist Assistant (COTA)
Academic Year Certified Occupational Therapist Assistant (COTA)

Custodian

Calendar Year Head Custodian
Academic Year Head Custodian
Calendar Year Custodian
Academic Year Custodian

Data Entry Clerk

Calendar Year Data Entry Clerk
Academic Year Data Entry Clerk

Dental Health/Education Facilitator

Calendar Year Dental Health/Education Facilitator
Academic Year Dental Health/Education Facilitator

Dispatcher/Router

Calendar Year Dispatcher/Router
Academic Year Dispatcher/Router

Distribution Center Operator

Calendar Year Distribution Center Operator
Academic Year Distribution Center Operator

District Courier

Calendar Year District Courier
Academic Year District Courier

General Maintenance Coordinator

Calendar Year General Maintenance Coordinator
Academic Year General Maintenance Coordinator

Graphics Specialist

Calendar Year Graphics Specialist
Academic Year Graphics Specialist

Graphics Assistant

Calendar Year Graphics Assistant
Academic Year Graphics Assistant

Licensed Practical Nurse

Calendar Year Licensed Practical Nurse
Academic Year Licensed Practical Nurse

Local Area Network Specialist

Calendar Year Local Area Network Specialist
Academic Year Local Area Network Specialist

Maintenance and Operations Specialist

Calendar Year Maintenance and Operations Specialist
Academic Year Maintenance and Operations Specialist

Materials Clerk/Typist

Calendar Year Materials Clerk/Typist
Academic Year Materials Clerk/Typist

Materials Handler

Calendar Year Materials Handler
Academic Year Materials Handler

Network Operations Specialist

Calendar Year Network Operations Specialist
Academic Year Network Operations Specialist

Para-Educator, Special Education Programs

Calendar Year Para-Educator
Academic Year Para-Educator

Para-Educator/Sign Language Assistant

Calendar Year Para-Educator/Sign Language Assistant
Academic Year Para-Educator/Sign Language Assistant

Para-Educator, Behavior Support

Calendar Year Para-Educator, Behavior Support
Academic Year Para-Educator, Behavior Support

PC/Equipment Support Technician

Calendar Year PC/Equipment Support Technician
Academic Year PC/Equipment Support Technician

Physical Therapist Assistant

Calendar Year Physical Therapist Assistant
Academic Year Physical Therapist Assistant

Program Secretary

Calendar Year Program Secretary
Academic Year Program Secretary

Project Coordinator

Calendar Year Project Coordinator
Academic Year Project Coordinator

Project Specialist

Calendar Year Project Specialist II
Academic Year Project Specialist II
Calendar Year Project Specialist I
Academic Year Project Specialist I

Secretary

Calendar Year Secretary
Academic Year Secretary

Shared-Time Student Data Coordinator

Staff Accountant

Calendar Year Staff Accountant
Academic Year Staff Accountant

Systems Specialist, Technology and Media Services

Calendar Year Systems Specialist, Technology and Media Services
Academic Year Systems Specialist, Technology and Media Services

Telecommunications Technician

Calendar Year Telecommunications Technician
Academic Year Telecommunications Technician

Transportation Aide

Transportation Aide/Sign Language Assistant

Transportation Safety Trainer

Transportation Services Coordinator

Calendar Year Transportation Services Coordinator
Academic Year Transportation Services Coordinator

Video Specialist

Calendar Year Video Specialist
Academic Year Video Specialist

Excluded employees shall include but will not be limited to supervisors, confidential employees, employees on the supervisory and technology specialist 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.

- B. The Board shall have five (5) working days to notify the Union 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 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 all job classifications in Section A above 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 CAPSC, 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 Union agree that the language developed under Section D through H above is developed as a means for the Board and Union 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 that 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.
- D. In accordance with Board Policy #3122, Nondiscrimination and Equal Employment Opportunity, the Genesee Intermediate School District (GISD) does not discriminate on the basis of race, color, religion, national origin, gender, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including hiring, promotion, and retention. The person designated to handle inquiries regarding the nondiscrimination policies of GISD or to address any complaint of discrimination is the Title IX Coordinator, Human Resources and Operations, 2413 West Maple Avenue, Flint, Michigan 48507-3493.

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 corrective action.
- E. Released time for Union business, not including negotiations, grievance processing or committee work, 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 Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent prior approval.

- F. Any reprimand or other corrective action pertaining to employee performance shall be in accordance with Administrative Guideline (AG) #3450, Corrective Action. In any corrective action meeting or hearing, the employee 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 addressed through AG #3244, Employee Attendance, and AG #3450, Corrective Action.
 - 2. The Union shall be notified of any Union member whose absenteeism record warrants attention through the corrective action procedure.
 - 3. Not adhering to AG #3244 or AG #3450 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 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 Public School Employees Retirement System (provides for the nomination of a beneficiary).

- C. All employees are required to use direct deposit for pay. Pay statements are provided electronically through EmployeeWeb.

- 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.
- F. No employee shall absent himself from duty without approval of the immediate supervisor, department director, and the Superintendent or designee.

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. Effective July 26, 2006, the Michigan Education Association implemented a revised procedure to determine the amount of dues each of its members will pay. In order for the Union Treasurer to process the information each year for percentage dues deductions, the GIESPA/Board CAPSC agreed to the following:
 1. By July 15 of each school year, the Assistant Superintendent for Business Services will provide the GIESPA membership chair with an alphabetical list of employees and their salary from the previous fiscal year.
 2. The previous fiscal year salary will not include overtime, longevity, employee attendance incentives, extra bus runs or any other salary over and above each employee's base fiscal year wage.

3. For employees hired after July 1 of each year, Human Resources and Operations will provide the GIESPA membership chair with an alphabetical list of new employees and their projected contracted salary for that fiscal year. The contract salary information will be provided the first of each month and is effective for the purpose of calculating dues at the end of the probationary period for the new employees.
 4. The projected contracted salary information will include only the employees' base fiscal year wage.
- 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 discharge 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 have 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 procedure 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 is 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 discharge 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 CAPSC 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 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 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 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 designated representative may request that said grievance be returned to Level I for disposition.
- H. Any reprimand or corrective action pertaining to employee performance shall be in accordance with AG #3450, Corrective Action. In any corrective action meeting or hearing, the employee 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 employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules 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 bargaining unit transportation employees (bus drivers, district couriers, transportation aides and transportation aide/sign language assistants) 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 divided by 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 participated in a drawing on April 23, 1998 to determine order of seniority within job classification. The employee with the lowest number assigned as a result of the drawing was to 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 I below.
- F. Employees may not earn more than 1.00 year of seniority credit for any July 1 to June 30 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 and medical leaves of absence in accordance with AG #3431.01, Leaves of Absence: Unpaid Family and Medical.

3. Educational leaves of absence.
 4. 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.
 5. Time off without pay as a result of corrective action.
 6. Unpaid time off for the purpose of child care, subject to Section I below, or the adoption of a child.
 7. 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 seniority credit provided they submit medical verification from a licensed physician to the Human Resources and Operations 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 Article VIII, Seniority, Section B, of the master Agreement applicable to other job classifications represented by the Union. 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	$548 / 648 = .8456$.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:

July 1 to June 30	Employee Worked	Section B Calculation	Converted Seniority
1997-98	548 hours	$548 / 1,260 = .4349$.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	$548 / 648 = .8456$.85 years
1998-99	980 hours	$980 > 648 = 1.00$	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:

July 1 to June 30	Employee Worked	Section B Calculation	Converted Seniority
1997-98	548 hours	$548 / 1,260 = .4349$.44 years
1998-99	980 hours	$980 / 1,260 = .7777$.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 resigns.
 - 2. Employee is discharged.
 - 3. Employee retires.
 - 4. Employee is laid off and loses recall rights under Article X, Section K.
- O. A current seniority list utilizing the 180 days/1,260 or 648 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 ninety (90) working days. After completion of ninety (90) working days, employees shall be considered to be bargaining unit 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 ninety (90) working days probationary period.
- C. Probationary employees do not have access to any provision in this Agreement unless it is specified that the provision applies to probationary employees. Probationary employees are at will employees until they have successfully completed their probationary period.
- D. 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.
- E. Probationary employees on the Classified, Clerk, Para-Educator, and Technology and Specialist Salary Schedules are eligible for health insurance or the cash option in lieu of health insurance and life insurance after they have completed one (1) full day of work. Employees on the Transportation Salary Schedule are eligible for health insurance and life insurance after they have completed one (1) full day of work.
- F. Probationary employees are not bargaining unit employees and are not eligible for sick time or vacation time until they have successfully completed their probationary period.
- G. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their sick time and vacation time, as appropriate, posted back to their most recent date of hire in a bargaining unit position.

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, of this Agreement.

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

Calendar Year Accountant II
Academic Year Accountant II
Calendar Year Accountant I
Academic Year Accountant I

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: **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

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

Calendar Year Para-Educator
Academic Year Para-Educator

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

Calendar Year Secretary
Academic Year Secretary

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

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 on the Transportation Salary Schedule 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.
- B. The following procedures will be followed in the layoff of staff:
1. The department director/program administrator shall determine necessary reductions by program/department and position and notify the Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent for Human Resources and Operations 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 para-educator and the employee is unable to transfer or bump into a para-educator 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.

Example:

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

- 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 work year position within their job classification:

Example:

- Calendar year District Courier bumps an academic year District Courier.

- d. 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 Deputy Superintendent for Human Resources and Operations of a need to change work schedule(s) and indicate the effective date of change.
 2. The Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent for Human Resources and Operations of a need to change work schedules and include the effective date of change.
 2. The Deputy Superintendent for Human Resources and Operations 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 Deputy Superintendent for Human Resources and Operations by submitting a written request to the Deputy 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 AG #3124A, Voluntary Work-Year Reduction, and flexible work schedules, which will follow AG #3481, Flexible Work Schedules.
- G. Employees who are laid off shall receive sixty (60) calendar days written notice except in an accident caused directly or indirectly by natural occurrences 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 and Operations 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 and Section J, numbers 3.a and 3.b below, 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. An

electronic notice of the vacancy shall be sent to all bargaining unit employees who have been assigned a district email address.

7. The vacancy notice for a transportation position 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 and Operations Department in writing or electronically.
- B. Bargaining unit members wishing to apply for a vacancy shall send a *Request to Transfer* form (Appendix B), which may include, but is not limited to, a resume, certification, other experience, and/or transcripts, to the Human Resources and Operations Department by the deadline identified in the job posting.
- C. Beginning with the 2011-2012 school year, all transfer requests for vacancies shall be processed as Online Applications available as a link in the electronic job postings. Bargaining unit members wishing to apply for a vacancy shall apply online at the *Employment* tab on the GISD website using the link titled, *Current GISD Employees – click here for vacancies*. The Board and the Union agree that training in the Online Application process will be provided.
- D. Bargaining unit members who meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy, shall be given consideration in filling a vacancy within the bargaining unit. In addition to review of the job description, consideration may include the following:
 1. Evaluations/corrective action
 2. Skill sets/education
 3. Required testing results
 4. References
 5. Interview
 6. Needs of department or district.
- E. Bargaining unit members promoted and/or reclassified 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, which may include training and/or classes, to enable the employee to meet the expectations in their newly assigned area of responsibility.
- F. Bargaining unit members promoted and/or reclassified 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.
- G. Bargaining unit members promoted and/or reclassified 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.

- H. When two or more bargaining unit members apply for the same vacancy and have the same qualifications, experience, competency and other relevant factors, seniority shall be used to determine which employee shall fill the vacancy.
- I. Bargaining unit members 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. Bargaining unit members on the Transportation Salary Schedule promoted to a higher paying position shall receive the rate of pay for the new position.
- J. Bargaining unit members transferred to a temporary position shall receive their same rate of pay or the rate of pay for their new position, whichever is higher.
- K. Transportation Department Work Schedule Changes:
 - 1. Definition of a work schedule change: Each school year, from August to October 1, it is understood by the Board and the Union that bus team work schedules are fluid to change. On and after October 1, time changes in work schedules will be subject to the process listed below.
 - 2. After October 1 of each school year, should it be necessary to reduce a transportation employee's work schedule by more than five (5) hours per week for a period of time of at least 10 consecutive work days, up to and including 20 consecutive work days within the academic school year, the following procedure will be implemented:
 - a. Dispatcher/Router reviews with the transportation administrator/supervisor possible changes to the work schedule.
 - b. Transportation administrator/supervisor approves change(s) in work schedule time. Discussion and/or meetings may be needed with affected bus teams in order to provide input prior to change(s) being finalized.
 - c. Transportation administrator/supervisor directs dispatcher/router to communicate schedule change(s) to affected staff. Dispatcher/router will explain why change(s) occurred.
 - d. Any additional concerns about the change(s) will be directed to the transportation administrator/supervisor.
 - e. Changes necessitating a reduction in or addition to work schedule hours will require a *Notice of Time Change in Work Schedule* form (see Transportation Employees Handbook). Affected employees will receive a copy for their records.
 - f. The affected employee will be given first preference to work field trips, CBIs, bus moves and to substitute on mid-day extra runs, etc., up to the lost time. The employee may be asked to make the field trip, CBI, bus move or mid-day extra run, etc., (drive or ride) on a different bus and/or out of a different garage in order

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 (autism spectrum disorder, early childhood, severe cognitive impairment or moderate cognitive impairment) 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 lowest senior para-educator designated to go to the new LRE/Project CHOICE classroom in number 3 above has more seniority than a para-educator already assigned to an LRE/Project CHOICE classroom in their designated center-based program (autism spectrum disorder, early childhood, severe cognitive impairment or moderate cognitive impairment) then the para-educator 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 para-educator in any other Project CHOICE classroom within that program.
 5. Also, the reverse will apply. A para-educator 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 para-educator position in their designated center-based program or the lowest senior LRE/Project CHOICE para-educator 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.
- N. The district shall retain the right to approve or disapprove all promotions/reclassifications/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 stepchild
 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 assigned to the Transition Center shall receive eleven (11) sick days posted on July 1 of each school year.
- D. Academic year employees working during the summer in the 230-day MCIC program and district couriers scheduled to work in the summer will receive two (2) additional sick leave days in proportion to the time worked. Academic year employees working the summer in the Transition Center program will receive one (1) additional sick leave day. The additional sick leave time will be posted on August 1 and September 1 of each year.
- E. Effective July 1, 2006, bus drivers, transportation aides and transportation aide/sign language assistants will receive sixty (60) hours of sick time posted on July 1 of each year to be used in accordance with the sick time provisions of this Article of the master agreement related to sick and personal business time. Following stabilization of routes and work schedules for transportation employees, adjustments to sick time will be made in December and in June of each school year to reflect actual hours worked during the July 1 to June 30 school year.
- F. Bus drivers and transportation aides assigned to work in the summer for the 230-day program at MCIC will receive two (2) additional sick leave days based on the average number of paid regular work hours worked during the summer in the 230-day MCIC program for June, July and August. The additional sick leave time will be posted on August 1 and September 1 of each year. Bus drivers and transportation aides assigned to work in the summer for the Transition Center program will receive one (1) additional sick leave day based on the average number of paid regular work hours worked during the summer in the Transition Center program for June, July, and August. The additional sick leave time will be posted on September 1 of each school year.

- G. Probationary employees are not bargaining unit employees and are not eligible for sick time until they have successfully completed their probationary period. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their sick time posted back to their most recent date of hire in a bargaining unit position (see Article IX).
- H. 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.
- I. Employees taking time off without pay that is not approved through the provisions of the Family and Medical Leave Act, other leave provisions in this Agreement, and/or applicable district administrative guidelines will be subject to corrective action in accordance with AG #3450, Corrective Action.
- J. 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.
- K. 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.
- L. 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 leave days may be accumulated to sixty (60) days 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 in excess of thirty (30) days to vacation days shall be on an annual basis at the conclusion of each fiscal year in accordance with Article XIV, Sections B.2 and D.2 of this Agreement.
 - 3. The employee notifies the Superintendent in writing by June 1 of each year of the number of sick leave 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 twenty (20) days shall be paid at the rate of \$40.00 per day.
- M. 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 corrective 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.

- N. 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 Deputy Superintendent for Human Resources and Operations for reasonable cause concerning the validity of sick leave application. Employees may coordinate accumulated sick/vacation time in conjunction with disability benefits as follows:
1. 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.
 2. 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" (Article XV, Section J, Disability Insurance, number 1), 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 1 above.
- O. 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.
- P. On-The-Job Injury
Accidents shall be reported immediately in writing on the form provided by the employer to the Human Resources and Operations 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.
- Q. 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 in the following instances:
1. For the balance of the day on which the injury occurred.
 2. For time spent at the clinic for a follow-up visit as directed by representatives from the District or clinic.

3. For time spent at the clinic to obtain permission to return to work.

All other time missed will be charged to the employee's sick time.

Guidelines for work-related injury documentation and reporting procedures are outlined in Appendix C.

R. The Attendance Incentive Program as described in Appendix D of the contract that expired on June 30, 2009, shall be continued as written through June 30, 2010, and discontinued thereafter.

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 stepchild
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 sick leave days to be used for death in the immediate family as defined above. The Superintendent may approve the utilization of one (1) sick leave 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 Personal Leave of Absence* form prior to commencement of the leave and in accordance with AG #3430, Leaves of Absence: Unpaid Personal. 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 made in writing and accompanied by the *Request for Unpaid Personal 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. 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.

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 Personal 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 and Operations 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 AG #3411, Tuition Reimbursement for Employees Represented by the Genesee Intermediate Educational Support Personnel Association, 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 AG #3440A, Conference/Staff Development/Meeting Approval and Reimbursement).

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 from a physician or verification of custody from the appropriate agency or court and accompanied by the *Request for Medical Leave of Absence* form.
3. In order to provide continuity of program, the employee shall notify Human Resources and Operations 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 Human Resources and Operations 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 Human Resources and Operations 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 Human Resources and Operations in writing at least sixty (60) days prior to the termination of said leave requesting an extension.

7. Employees on a child care leave of more than one (1) year 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 July 1 through June 30 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. The six-month count date shall begin on the first day the employee is absent from work for the medical/disability/worker's compensation leave.
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 application in writing to Human Resources and Operations 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 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, transportation aides and transportation aide/sign language assistants.

- 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 designee.
- B. Vacation days shall be granted to bargaining unit members on the Classified, Clerk, and Technology and Specialist Salary Schedules as provided below:

0 to 5 years	13 days
After 5 years	18 days
After 10 years	23 days

- 1. Vacation time is posted on the basis of the employee's 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 J, number 2, 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. District programs and facilities will be closed between Christmas and New Year's Day on the following dates:

<i>School Year</i>	<i>Days Closed</i>
2009-2010	December 28, 29 and 30, 2009
2010-2011	December 27, 28 and 29, 2010
2011-2012	December 27, 28 and 29, 2011
2012-2013	December 26, 27 and 28, 2012

- 1. Employees on the Classified, Clerk, and Technology and Specialist Salary Schedules will utilize accumulated vacation time during the above closed days.
- 2. Employees who do not have accumulated vacation time or who wish to save accumulated vacation time for possible use in the future may request time off without pay for the above closed days in accordance with AG #3430, Leaves of Absence: Unpaid Personal, pursuant to Article XIII, Section B, of this Agreement.

3. Employees will be given at least thirty (30) days notice, whenever possible, if extenuating circumstances result in the need to schedule work on the above closed days.
- D. Vacation days shall be granted to full-time para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, and para-educator/sign language assistants working 230 days (not taking the summer off under Article XIX, Section B) 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
After 10 years	15 days

1. Vacation time is posted on the basis of the employee's 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 K, number 2, 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.
- E. Employees shall have their vacation time posted on July 1 of each school year.
- F. Probationary employees are not bargaining unit employees and are not eligible for vacation time until they have successfully completed their probationary period.
- G. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their vacation time posted back to their original date of hire (see Article IX).
- H. 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.
- I. 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 Human Resources and Operations, 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.
- J. Employees wishing to carry vacation time beyond December 31 must submit a written request to Human Resources and Operations by December 1 of that school year.

- K. A vacation day is equivalent to the number of hours in an employee's regular work day.
- L. 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.
- M. Vacation time may be used in increments of one-fourth (1/4) hour.
- N. Following notification to the immediate supervisor and approval by the department director and the Superintendent or 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 Article XII, Section N of this Agreement).

Article XV

Insurance Protection and Tuition Reimbursement

In 1991, the District and the Union entered into an agreement to seek savings by modifying insurance coverage or carriers and by other methods, and to establish a standing committee to be called GIESPA/Board Finance Committee. The committee consists of no more than five (5) representatives from the Board and five (5) representatives from the union. The GIESPA/Board Finance Committee serves as a subcommittee of the CAPSC as identified in Article XVI of this Agreement.

Each year since 1991, GIESPA/Board Finance Committee has continued its work to define and monitor savings and to make modifications and improvements to the contract. These improvements and/or changes have been made in addition to contract negotiations, not necessarily a part of contract negotiations. These recommendations receive final approval through the CAPSC process.

The savings are divided equally each year. The District's portion is transferred to the general fund, and the Union's portion is held in reserve by the District for use by the Union to enhance benefits or fund other improvements. Monies saved may be used to improve benefits or other mutually agreed upon enhancements beyond the negotiated Agreement.

Should it be determined by the GIESPA/Board Finance Committee that the cost for providing insurances as identified in Sections A-Q was not reduced as projected or the savings was not realized, then upon their recommendation to CAPSC the benefit coverage may be changed after reasonable notice is provided to employees. Employees shall be provided sufficient time to sign up for insurances as identified by the GIESPA/Board Finance Committee.

Effective July 1, 1996, the Board and the Union agreed 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 implemented a Section 125 Plan with an effective date of September 1, 1996 that allows employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules 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 CAPSC and approved by the GIESPA Governing Board and the GISD Board of Education prior to implementation.

Effective September 1, 1998, the Board established a Section 125 Cafeteria Plan for bus drivers, district couriers, transportation aides and transportation aide/sign language assistants. The plan provides benefits for these employees and allows them to purchase medical benefits, if necessary, including health, dental and vision, with pre-tax dollars as defined by the Internal Revenue Service Code.

A. Tuition Reimbursement Plan

Employees covered by this Agreement are eligible for reimbursement for educational expenses for up to eight (8) credit hours, not to exceed nine hundred fifty dollars (\$950), for tuition, books, and fees per year.

Employees shall submit an application for reimbursement for educational expenses to Human Resources and Operations after enrollment in a course of study at a Michigan college or university listed in the current Michigan Educational Directory (see AG #3411, Tuition Reimbursement for Employees Represented by the Genesee Intermediate Educational Support Personnel Association).

Recommendations and decisions regarding reimbursement for educational expenses shall be made in accordance with AG #3411.

B. Insurance Coverage

Employees covered by this Agreement shall be eligible for:

1. Health insurance after they have completed one full day of work (subject to numbers 5 and 6 below), except those employees covered by another health 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 insurance after they have completed one full day of work; and
3. Dental, vision (subject to number 7 below) and disability insurance the first day following the 90 working day probationary period.
4. 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.
5. Employees on the Transportation Salary Schedule shall be eligible for single, two-person or full-family board-paid health insurance premium as follows:

2009-2010	\$7,696	Effective July 1, 2009
2010-2011	\$7,696	Effective July 1, 2010
2011-2012	\$7,696	Effective July 1, 2011
2012-2013	\$7,696	Effective July 1, 2012

Employees who are husband and wife working in the Transportation Department are both eligible to receive the board-paid health insurance premium to apply to the single (one each), or in combination for a two-person or full-family health plan that fits needs.

6. Employees on the Transportation Salary Schedule working less than 1,260 hours in a school year or an average of less than 126 hours per month for the academic year shall have the amount of their board-paid health, dental and vision insurance premium adjusted in proportion to time worked/paid. All hours worked/paid for transportation employees in the fiscal year between July 1 and June 30 will count toward the 1,260 hours.

7. The board-paid health, dental and vision insurance premium for transportation 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 6 above.
8. The cost of insurance premium for transportation employees 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.
9. Employees working less than full time shall receive insurance coverage in proportion to time worked (Section Q below).
10. Employees must 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 and Operations Department in writing within 30 days of the date of occurrence to complete the necessary paperwork.

Employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules may enroll in the health insurance/cash option, dental or vision insurance regardless of their date of employment during the open enrollment period of May of each school year as it applies in Section B, numbers 1, 2 and 3 above, and provided such enrollment does not result in dual enrollment for health insurance as it applies in Section D below. The Board shall post a notice each year for the May open enrollment period.

Employees on the Transportation Salary Schedule 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 Section B above, and provided such enrollment does not result in dual enrollment for health insurance as it applies in Section D below. 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. Health Insurance/Cash Option

During the 2004-2005 school year, the GIESPA/Board Finance Committee spent considerable time analyzing the cost of health insurance and exploring options for controlling or reducing the cost of health insurance. We believe that it is in the best interest of the Board and the Union to provide options for employees whereby they can select a traditional health insurance plan, such as MESSA, or select some other type of insurance plan that best fits their family needs, such as an HMO, a PPO or a POS plan. In May 2005, the Board was informed by MESSA that they would not coexist with an HMO. In June 2005, MESSA revised their position and will continue to coexist with an HMO, a PPO and a POS for the Genesee Intermediate School District.

As a result the GIESPA/Board Finance Committee adopted a memorandum of understanding that addresses the concerns the Board and the Union have with MESSA and the position MESSA took regarding coexisting with HMO, PPO and POS plans (Appendix E).

1. Effective July 1, 2006 and for new employees hired after November 1, 2005, the Board shall provide all employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules (subject to the limitations of the carrier) the following choices of health insurance coverage:

MESSA Choices II or
Blue Care Network, BCN-1, or
Health Plus of Michigan, IS.

2. Effective July 1, 2006 and for new employees hired after November 1, 2005, the Board shall provide employees on the Transportation Salary Schedule (subject to the limitations of the carrier) the following choices of health insurance coverage:

MESSA Choices II or
Blue Care Network, BCN-1, or BCN Plan E, or
Health Plus of Michigan, IS, or JH.

3. Effective May 1, 2010, the MESSA Choices II prescription co-pay is \$10.00 for generic and \$20.00 for brand name products. Members pay \$10 for office visits. The single subscriber deductible is \$200, and the two-person/full-family deductible is \$400. The MESSA Choices II deductible is board-paid annually to the members in the second pay in January of each year and is subject to applicable federal, state, local, and social security (FICA) taxes.
4. After July 1, 2006, employees may elect to enroll in MESSA Super Care I provided they pay the difference in cost between MESSA Super Care I and MESSA Choices II. Employees have the option of paying the cost difference through a qualified Section 125 plan. This provision is made with the understanding that we believe that MESSA Super Care I costs will exceed the cost of MESSA Choices II.

The MESSA Super Care I prescription co-pay is \$5.00 for generic and \$10 for brand name products. The single subscriber deductible is \$100.00, and the two-person/full-family deductible is \$200.00. Employees shall pay the annual deductible.

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

5. Cash Option

Employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules not electing MESSA, Blue Care Network, or Health Plus of Michigan coverage as described in number 1 above shall receive a cash payment payable in ten (10) installments, September through June of each school year, in accordance with the following schedule:

School Year	Cash Option
2009-2010	\$1,400 (\$140 per month)
2010-2011	\$1,520 (\$152 per month)
2011-2012	\$1,640 (\$164 per month)
2012-2013	\$1,760 (\$176 per month)

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 Human Resources and Operations (see AG #6520B, Tax Shelter Annuity/Mutual Fund Payroll Deduction Program Enrollment).

F. Life Insurance

The Board shall provide all employees (subject to the limitations of the carrier) without cost to the employee after they have completed one (1) full day of employment, group term-life insurance protection, which shall pay the employee's designated beneficiary the sum of \$35,000 upon death with double indemnity for accidental death and dismemberment.

Employees who select MESSA health insurance shall have their life insurance protection as provided in this section reduced by the life insurance amount that is provided in the MESSA plan as provided in Section E above.

G. Dental Insurance

The Board shall provide all employees as it applies in Section B, numbers 3 and 7, above (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/IV, 90/90/90/90.
2. Co-pay Class I/II/III/IV, coordination of benefits, 50/50/50/50.

Effective July 1, 2006, the annual maximum benefit payable during the July 1 through June 30 period is \$1,800 per person. The 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 as it applies in Section B, numbers 3 and 7, above (subject to the limitations of the carrier) a self-funded vision insurance plan administered through SET/SEG, or comparable, as follows: Annual maximum benefit payable per family member September 1 through August 31 of each year.

<i>Vision Exam</i>	\$ 90.00
<i>Lenses</i>	
<i>Single Vision</i>	\$100.00
<i>Bifocal</i>	\$130.00
<i>Trifocal</i>	\$150.00
<i>Lenticular</i>	\$160.00
<i>Frames</i>	\$185.00
 <i>Contact Lenses</i>	 <i>Reimbursed at \$250.00 if not medically necessary (cosmetic) in lieu of all other benefits (exam, lenses and frames) during any plan year. Reimbursed \$250.00 if medically necessary (including the cost of exam) during any plan year.</i>

I. Flexible Spending Account

Effective July 1, 2006, a flexible spending account for eligible medical reimbursement will be made available to all employees. The flexible spending account plan year will be September 1 to August 31.

J. Disability Insurance

Disability insurance protection (subject to the limitations of the carrier) shall be provided for employees as it applies in Section B, number 3, above as follows:

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.
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, but not less than five years.

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.

- K. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to L below).
- L. 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.
- M. 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, number 1, of this Agreement. Payments and coverage are subject to the limitations of the carrier.
- N. 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.
- O. Employees who select MESSA health insurance 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 N above.
- P. 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 M above or under the Family and Medical Leave Act of 1993.

- Q. 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 and subject to Section B, number 6, above.
- R. Employees who take a voluntary reduction in their work day in order to prevent layoffs shall be entitled to full fringe benefits.
- S. 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 assistance/work-related injury committees will continue in each program area under the direction and guidelines determined by the CAPSC 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 record the meeting and distribute the minutes and tentative agenda for the next meeting to the members of the CAPSC.
- J. The Union President and the Deputy Superintendent for Human Resources and Operations 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 AG #3220A, Evaluation of Staff.

Article XIX

Summer Programs

- A. Should it be necessary to offer programs beyond the academic year, the procedure for determining summer employment in the extended school year for para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, and para-educator/sign language assistants employed in the Elmer A. Knopf Learning Center, including the programs for moderate cognitive impairment and autism spectrum disorder, the Early Childhood Programs and Services, and the Day Treatment Program 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 March 1 of each year as to the intent to operate a summer program.
 3. The employee shall apply for summer employment through Human Resources and Operations by April 1 of each year.
 4. The Board shall select employees on the basis of those employees with the most seniority within the employee group by program (i.e., Elmer A. Knopf Learning Center, including the programs for moderate cognitive impairment, and autism spectrum disorder, Early Childhood Programs and Services, and the Day Treatment Program) 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 para-educators in the programs for the Elmer A. Knopf Learning Center, including moderate cognitive impairment, and autism spectrum disorder, Early Childhood Programs and Services, and the Day Treatment Program 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 immediate supervisor or designee to take the MCIC summer work session off without pay.
 2. The immediate supervisor or designee 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 2009-2010, 2010-2011, 2011-2012 and 2012-2013 are detailed on pages 61 through 70.
- 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 custodial employees; seven and one-half (7-1/2) hours per day for all other classified employees, technology and specialist employees, and clerks; and seven (7) hours per day for para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, and para-educator/sign language 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 AG#3480, Overtime and Compensatory Time (Extra Duty), and/or AG #3481, Flexible Work Schedules.
- D. If a scheduled paid holiday falls on Saturday, the preceding Friday shall be the paid holiday; if a scheduled paid holiday falls on Sunday, the following Monday shall be the paid holiday.
- 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. Only full-time classified, clerks, and technology and specialist employees 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 workstation fifteen (15) minutes after commencement of that employee's break time.
- G. 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.

The Board and the Union recognize that utilizing a twenty-one (21)/twenty-six (26) pay cycle results in employees being paid for a full biweekly pay when they have actually worked two (2) or three (3) days during a pay period. When this is expected to occur, CAPSC will review pay cycles and the employees will be notified in writing by June 1 that the district will utilize a twenty-two (22)/twenty-seven (27) pay cycle for the following school year.

Employees working in a program that operates on a year-round basis, beginning in August and ending in the following August (i.e., GISD Transition Center) shall not have the option

for a 21- or 22-pay schedule as they would be overpaid through the school year. Employees in such a program shall be paid only on a 26- or 27-pay schedule.

- H. Para-educators shall have a working lunch.
- I. 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.

Employees on leave working more than one-half (1/2) of their scheduled work year shall advance on the following year's salary schedule (see Article XIII, Leaves of Absence, Section M).

J. Longevity

Active employees covered by this Agreement are eligible for longevity payments annually in accordance with the following definitions and conditions:

1. An active employee is an employee eligible to earn seniority credit under Article VIII.
2. An eligible employee is an active employee who has completed ten (10) years or more of employment as of June 30.
3. Active, eligible employees who complete their tenth full year of employment as of June 30 shall be paid longevity on the first pay in July.
 - a. An employee working a 12-month position must have reached the appropriate years of experience by June 30.
 - b. An employee working an academic-year position must have worked the appropriate years of experience by June 30.
4. An eligible employee whose status changes from inactive to active is paid longevity on the first pay after their return to active status.
5. Longevity shall be taxed in accordance with applicable IRS regulations.

Said longevity payments as described above shall be in accordance with the appropriate years of experience as an employee of the Genesee Intermediate School District.

School Year	10 Years	15 Years	20 Years	25 Years	30 Years
2009-2010	\$1,050	\$1,375	\$1,475	\$1,975	\$2,100
2010-2011	\$1,100	\$1,450	\$1,550	\$2,100	\$2,225
2011-2012	\$1,150	\$1,525	\$1,625	\$2,225	\$2,350
2012-2013	\$1,200	\$1,600	\$1,700	\$2,350	\$2,475

K. Salary Schedules

- Salary schedules for 2009-2010, 2010-2011, 2011-2012, and 2012-2013 for Classified, Clerk, Para-Educator, and Technology and Specialist employees shall remain the same as 2008-2009 for Steps 1 through 7. Effective May 1, 2010, salary schedules shall begin at Step 0 for new employees hired on or after that date in bargaining unit positions.

Classified 2009-2010, 2010-2011, 2011-2012, 2012-2013			
Steps	CLASSIFICATIONS		CLASSIFICATIONS
	1	2	
0	13.75	15.14	1 Custodian
1	14.30	15.75	Dispatcher/Router
2	14.89	16.46	Distribution Center Operator
3	15.49	17.19	Graphics Assistant
4	16.09	17.88	Secretary
5	16.76	18.62	Transportation Safety Trainer
6	17.43	19.38	
7	18.13	20.15	2 Dental Health/Education Facilitator
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.			Head Custodian
			Program Secretary
			Project Coordinator
			Shared-Time Student Data Coordinator
			Transportation Services Coordinator

Clerk 2009-2010, 2010-2011, 2011-2012, 2012-2013			
Steps	CLASSIFICATIONS		CLASSIFICATIONS
	1	2	
0	8.38	10.77	1 Materials Handler
1	8.71	11.20	
2	9.10	11.70	2 Materials Clerk/Typist
3	9.52	12.24	Data Entry Clerk
4	9.93	12.78	
5	10.40	13.37	
6	10.86	13.96	
7	11.35	14.59	

Para-Educator 2009-2010, 2010-2011, 2011-2012, 2012-2013			
Steps	CLASSIFICATIONS		CLASSIFICATIONS
	HS	HS+30	
0	15.52	16.28	Para-Educator
1	16.14	16.93	Para-Educator/Behavior Support
2	16.89	17.72	Para-Educator/Sign Language Assistant
3	17.65	18.54	
4	18.47	19.38	
5	19.31	20.26	
6	20.15	21.18	
7	21.15	22.22	

Technology and Specialist			
2009-2010, 2010-2011, 2011-2012, 2012-2013			
Steps	CLASSIFICATIONS		
	1	2	3
0	17.99	19.59	20.98
1	18.71	20.37	21.82
2	19.45	21.09	22.58
3	20.18	21.91	23.45
4	20.95	22.63	24.38
5	21.82	23.57	25.25
6	22.63	24.38	26.17
7	23.45	25.08	26.81
<p>Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.</p> <p>* Eligible for vacation in accordance with Article XIV, Section D, and holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.</p>			
CLASSIFICATIONS			
1 General Maintenance Coordinator			
PC/Equipment Support Technician			
Staff Accountant			
Telecommunications Technician			
2 Accountant I			
Applications Support Specialist			
Certified Occupational Therapist Assistant*			
Licensed Practical Nurse*			
Physical Therapist Assistant*			
Project Specialist I			
3 Accountant II			
Graphics Specialist			
Maintenance & Operations Specialist			
Local Area Network Specialist			
Network Operations Specialist			
Project Specialist II			
Systems Specialist			
Video Specialist			

2. The salary schedule for 2009-2010 for Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants shall become a four-step schedule beginning with Step 0 for new employees hired on or after May 1, 2010 in bargaining unit positions. Employees hired prior to May 1, 2010 are paid at Step 3 on the schedule for their bargaining unit assignment.

2009-2010	Regular Run	Shuttle Runs	Field Trips
July 2009 – April 2010			
Bus Driver	15.38	12.62	9.86
Transportation Aide	10.60	9.46	8.30
Transportation Aide/Sign Lang	12.14	10.49	8.83
May 2010 – June 2010			
Bus Driver			
0	13.67	11.21	8.77
1	14.22	11.66	9.12
2	14.79	12.13	9.48
3	15.38	12.62	9.86
Transportation Aide			
0	9.42	8.41	7.38
1	9.80	8.75	7.67
2	10.19	9.10	7.98
3	10.60	9.46	8.30
Transportation Aide/Sign Lang			
0	10.79	9.33	7.85
1	11.22	9.70	8.16
2	11.67	10.09	8.49
3	12.14	10.49	8.83

3. Effective July 1, 2010, for 2010-2011, 2011-2012, and 2012-2013, Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants shall be paid in accordance with the following schedule for all paid hours. Employees hired prior to May 1, 2010 shall be paid at Step 3.

2010-2011, 2011-2012, 2012-2013	Bus Driver	Transportation Aide	Transportation Aide/Sign Lang
0	13.67	9.42	10.79
1	14.22	9.80	11.22
2	14.79	10.19	11.67
3	15.38	10.60	12.14

4. Salary schedules for 2009-2010, 2010-2011, 2011-2012, and 2012-2013 for the District Courier job classification shall be as follows. Step 0 is added effective July 1, 2010 for any new employee hired as District Courier. Employees hired prior to July 1, 2010 shall be paid at Step 1.

	District Courier
2009-2010	13.21
2010-2011, 2011-2012, 2012-2013	
0	12.70
1	13.21

- L. Effective July 1, 2009, employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules who reach the maximum step in the schedule in the previous year (non-stepping beginning in 2009-2010 through 2012-2013) shall receive Step 7 plus one half of one percent ($\frac{1}{2}$ %) per year.
- M. Effective July 1, 2009 for 2009-2010, employees on the Bus Driver, Transportation Aide, and Transportation Aide/Sign Language Assistant salary schedules hired prior to May 1, 2010 shall receive the 2009-2010 hourly for regular run, shuttle run, and field trip hours plus an additional one half of one percent ($\frac{1}{2}$ %).
- For 2010-2011 and 2011-2012, transportation employees hired prior to May 1, 2010 shall be paid on Step 3 of the salary schedule in Section K, number 3, of this Agreement for all paid hours of work.
- For 2012-2013, transportation employees hired prior to May 1, 2010 shall receive the 2012-2013 hourly in the salary schedule in Section K, number 3, above plus an additional one half of one percent ($\frac{1}{2}$ %) for all paid hours.
- N. Effective July 1, 2009, employees on the District Courier salary schedule hired prior to May 1, 2010 shall receive an additional one half of one percent ($\frac{1}{2}$ %) for each year, 2009-2010, 2010-2011, 2011-2012, and 2012-2013.
- O. Individual salary information is available on EmployeeWeb.
- P. Wage increases described in Sections L through N above expire at the end of this Agreement effective June 30, 2013.

Schedule A: Calendar Guidelines

Building principals/program administrators are responsible for involving employees in the development of the building/school year calendars. Para-educators, Licensed Practical Nurses, Physical Therapist Assistants, Certified Occupational Therapist Assistants, and Para-educator/Sign Language Assistants have a basic work year of 185 days. The 185-workday annual building/school year calendars for these classroom employees will/may include evening hours equal to one of the 185 days. Paid holidays shall be in accordance with Schedule C of this Agreement. Work schedules for Transportation employees will be consistent with building/school year calendars.

Calendars for Project CHOICE and other non-center sites will be coterminous with the host school district whenever possible. Employees assigned to work at these sites may have an annual school year calendar different from the center-based program calendar (i.e., first day of school for staff, Martin Luther King Day, President's Day, and/or last day of school for students and staff).

Calendars for employees on the Classified, Clerk, and Technology and Specialist salary schedules working in calendar-year or academic-year assignments will be consistent with Article XIV, Vacations, Section C, and with the Genesee County Schools Common Calendar. Martin Luther King Day and President's Day are workdays for employees on these salary schedules. Paid holidays shall be in accordance with Schedule B of this Agreement.

The following calendar information includes applicable excerpts from the Genesee County Schools Common Calendar adopted by the Board pursuant to Section 1284a of the Revised School Code (available on the GISD website at www.geneseeisd.org). These dates will be utilized in the development of employee, building, and/or program calendars.

1. Students report to school on Tuesday following Labor Day in accordance with Michigan law.

	<u>Labor Day</u>	<u>First Student Day</u>
2009-2010	Monday, September 7, 2009	Tuesday, September 8, 2009
2010-2011	Monday, September 6, 2010	Tuesday, September 7, 2010
2011-2012	Monday, September 5, 2011	Tuesday, September 6, 2011
2012-2013	Monday, September 3, 2012	Tuesday, September 4, 2012

2. Winter Break:

	<u>Winter Break Begins</u>	<u>Classes Resume</u>
2009-2010	Wednesday, December 23, 2009	Monday, January 4, 2010
2010-2011	Thursday, December 23, 2010	Monday, January 3, 2011
2011-2012	Friday, December 23, 2011	Tuesday, January 3, 2012
2012-2013	Monday, December 24, 2012	Wednesday, January 2, 2013

3. Martin Luther King Day (third Monday in January) no students and optional duty day:

2009-2010	January 18, 2010
2010-2011	January 17, 2011
2011-2012	January 16, 2012
2012-2013	January 21, 2013

4. President's Day (third Monday in February). If a four-day weekend is planned, it is recommended that the Friday before President's Day be the additional day off:

	<u>Friday</u>	<u>Monday, President's Day</u>
2009-2010	February 12, 2010	February 15, 2010
2010-2011	February 18, 2011	February 21, 2011
2011-2012	February 17, 2012	February 20, 2012
2012-2013	February 15, 2013	February 18, 2013

5. Spring Break begins on the Monday of the first full week in April.

	<u>Spring Break Begins/Thru</u>	<u>Classes Resume</u>	<u>Good Friday</u>
2009-2010	April 2 through April 9, 2010	Monday, April 12, 2010	April 2, 2010
2010-2011	April 4 through April 8, 2011	Monday, April 11, 2011	April 22, 2011**
2011-2012	April 2 through April 6, 2012	Monday, April 9, 2012	April 6, 2012
2012-2013	March 29 through April 5, 2013	Monday, April 8, 2013	March 29, 2013

**Good Friday in 2010-11 is a non-workday.

**Schedule B: Holiday Schedules
Classified, Clerks, Technology and Specialist Employees**

2009-2010	Independence Day	Friday	July 3, 2009
	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, 2010
	Friday before Easter	Friday	April 2
Memorial Day	Monday	May 31	
2010-2011	Independence Day	Monday	July 5, 2010
	Labor Day	Monday	September 6
	Thanksgiving Day	Thursday	November 25
	Day after Thanksgiving	Friday	November 26
	Christmas Eve Holiday	Thursday	December 23
	Christmas Day Holiday	Friday	December 24
	New Year's Eve Holiday	Thursday	December 30
	New Year's Day Holiday	Friday	December 31
	Friday before Easter	Friday	April 22, 2011
Memorial Day	Monday	May 30	
2011-2012	Independence Day	Monday	July 4, 2011
	Labor Day	Monday	September 5
	Thanksgiving Day	Thursday	November 24
	Day after Thanksgiving	Friday	November 25
	Christmas Eve Holiday	Friday	December 23
	Christmas Day Holiday	Monday	December 26
	New Year's Eve Holiday	Friday	December 30
	New Year's Day Holiday	Monday	January 2, 2012
	Friday before Easter	Friday	April 6
Memorial Day	Monday	May 28	
2012-2013	Independence Day	Wednesday	July 4, 2012
	Labor Day	Monday	September 3
	Thanksgiving Day	Thursday	November 22
	Day after Thanksgiving	Friday	November 23
	Christmas Eve	Monday	December 24
	Christmas Day	Tuesday	December 25
	New Year's Eve	Monday	December 31
	New Year's Day	Tuesday	January 1, 2013
	Friday before Easter	Friday	March 29
Memorial Day	Monday	May 27	

Employees on the Classified, Clerk, and Technology and Specialist salary schedules receiving the Monday after Easter Sunday as a paid holiday in previous calendars will receive a floating holiday to be used during the school year with approval of their immediate supervisor. The floating holiday must be used as a whole day and must be used prior to June 30 of each school year. New employees on the Classified, Clerk and Technology and Specialist salary schedules completing the probationary period prior to the Monday after Easter are eligible for the floating holiday. If probation ends after Easter Sunday, the only holiday available in that year for the

bargaining unit employee is Memorial Day. Thereafter, the employee is eligible for ten (10) holidays and one (1) floating holiday.

Double time will be paid if an employee is scheduled to work on any of the above dates. Double time will also be paid if an employee is scheduled to work on Easter Sunday, April 4, 2010; April 24, 2011; April 8, 2012; and March 31, 2013. Double time is subject to the conditions in Article XX, Section C.

Schedule C: Holiday Schedules

Para-Educators, Licensed Practical Nurses, Physical Therapist Assistants, Certified Occupational Therapist Assistants, and Para-Educator/Sign Language Assistants employed at the Marion D. Crouse Instructional Center, Elmer A. Knopf Learning Center (programs for moderate cognitive impairments and autism spectrum disorder), Early Childhood Programs and Services, Day Treatment Program, and GISD Transition Center; Bus Drivers, Transportation Aides, Transportation Aide/Sign Language Assistants, and District Couriers

2009-2010	Independence Day	Friday	July 3, 2009
	Labor Day	Monday	September 7
	Thanksgiving Day	Thursday	November 26
	Christmas Day	Friday	December 25
	New Year's Day	Friday	January 1, 2010
	Friday before Easter	Friday	April 2
	Memorial Day	Monday	May 31
2010-2011	Independence Day	Monday	July 5, 2010
	Labor Day	Monday	September 6
	Thanksgiving Day	Thursday	November 25
	Christmas Day Holiday	Friday	December 24
	New Year's Day Holiday	Friday	December 31
	Friday before Easter	Friday	April 22, 2011
	Memorial Day	Monday	May 30
2011-2012	Independence Day	Monday	July 4, 2011
	Labor Day	Monday	September 5
	Thanksgiving Day	Thursday	November 24
	Christmas Day Holiday	Monday	December 26
	New Year's Day Holiday	Monday	January 2, 2012
	Friday before Easter	Friday	April 6
	Memorial Day	Monday	May 28
2012-2013	Independence Day	Wednesday	July 4, 2012
	Labor Day	Monday	September 3
	Thanksgiving Day	Thursday	November 22
	Christmas Day	Tuesday	December 25
	New Year's Day	Tuesday	January 1, 2013
	Friday before Easter	Friday	March 29
	Memorial Day	Monday	May 27

Independence Day is paid only to the para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, para-educator/sign language assistants, bus drivers, transportation aides, transportation/sign language assistants, and district couriers working during the summer in the 230-day mandated program at MCIC, at the GISD Transition Center, and in accordance with Article XIX, Summer Programs, and Article XX, Section C.

Article XXI

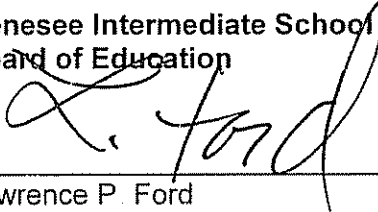
Duration of Agreement

This Agreement for 2009-2010, 2010-2011, 2011-2012 and 2012-2013 shall be effective as of the date of ratification by the Board on April 27, 2010 for the period of July 1, 2009 through June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

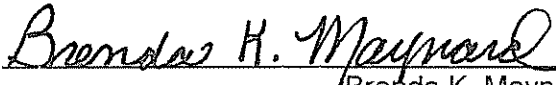
The GIESPA/Board Finance Committee, a subcommittee of the CAPSC, will meet as needed to monitor the economic climate and to review budget amendments and budget development. The Union and the Board agree to continue to use the Finance Committee to address the financial concerns of the parties. Should the issues of the parties not be resolved through the Finance Committee and the CAPSC process, either party may reopen the financial portion of the contract. This clause is in effect for the duration of this contract.

**Genesee Intermediate School District
Board of Education**

**Genesee Intermediate Educational
Support Personnel Association**



Lawrence P. Ford
President



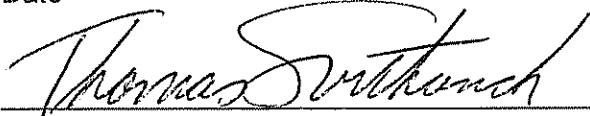
Brenda K. Maynard
President

10/6/10

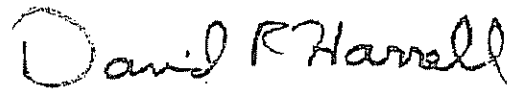
Date

10/11/10

Date



Thomas Svitkovich, Ed. D.
Superintendent



David Harrell
Acting MEA UniServ Director

9/10/10

Date

9/10/10

Date

Appendix A

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

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:

[Signature] 4-30-92
Associate Superintendent, Genesee Intermediate School District Date

[Signature] 4-30-92
Assistant Principal, ICSI Date

[Signature] 4-30-92
President, Genesee Intermediate Educational Support Personnel Association Date

[Signature] 4-30-92
Vice President, Genesee Intermediate Educational Support Personnel Association Date

[Signature] 4/30/92
MEA UniServ Director 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



GENESEE INTERMEDIATE SCHOOL DISTRICT
Human Resources and Operations

Appendix B

Request To Transfer

Name _____ Date _____

Present Position _____ Department/Program _____

Position Sought _____ Job Posting No. _____

Selection Criteria - To be completed by the employee. Please attach copies of transcripts/training certificates, documentation as appropriate, etc.

1. Education/Certification - Describe your education and areas of certification, endorsement and approvals related to your transfer request, if appropriate.

2. Experience - Summarize your work experience in the district.

Number of Years Position/Department Responsibilities

Summarize other work experience that you feel relates to the position for which you are requesting a transfer.

Number of Years Title/Company Responsibilities

3. Qualifications/Competency - Describe additional training related to the vacancy, secretarial classes, technology training, CPR, CPI, water safety instructor, behavior management training, first aid, other licenses/approvals/ certificates, child development classes, etc., that you feel are an asset if you are transferred to the vacant position.

4. Other Relevant Factors/Comments - Identify any relevant factors that you feel support your request for transfer. Make any additional comments here.

Employee signature _____ -76- _____ Date _____

Submit the completed Request to Transfer form to Human Resources by the deadline date on the job posting.

To Be Completed By the Program Administrator Who Requested the Posting

Date(s) employee was contacted and/or interviewed, if appropriate _____ (date)

Date(s) transfer request was discussed with employee's current supervisor _____ (date)

____ Recommend Approval of Transfer Request

____ Recommend Denial of Transfer Request

Rationale _____

Signature of Program Administrator _____ (date)

Program Administrator - Forward to Department Director

To Be Completed by the Department Director

____ Approve Request ____ Deny Request

Rationale _____

Signature of Department Director _____ (date)

Department Director - After approving or denying the request, return form to Program Administrator.

Program Administrator – Discuss with employee the final decision and reasons thereof. Request that employee sign and date below:

I acknowledge that this form was discussed with me on this date and that I received a copy.

Signature of Employee _____ (date)

Reviewed by Human Resources: _____ (initials) _____ (date)



Work-Related Injury Documentation and Reporting Procedure

Purpose: To establish a procedure for employees and administrators to follow when employees seek medical treatment for a work-related accident/injury/communicable disease. Worker's compensation cases are technical. Individual employees and administrators need to proceed carefully and in full communication with Human Resources and Operations staff.

Procedure:

Employees will:

1. Coordinate or seek approval for all clinic/medical visits from their immediate supervisor/administrator/designee.
2. Advise the doctor of their work schedule and, whenever possible, schedule follow-up visits during non-student contact time.
3. Notify their immediate supervisor/administrator/designee as soon as they are aware of their follow-up appointment time.
4. Whenever possible, schedule physical therapy during non-student contact time or before/after the employee's regular workday.
5. Continue recommended treatment unless there is a problem, in which case the employee is to contact Human Resources and Operations staff before seeking other medical services or treatment.

Employees with return-to-work information (Physician Visit Reports) will:

1. Submit the doctor's statement to their immediate supervisor/administrator/designee immediately following their visit to the clinic doctor.
2. Immediately notify their immediate supervisor/administrator/designee to advise them of any work restrictions, if applicable.

Employees unable to return to work will:

1. Immediately notify their immediate supervisor/administrator/designee and submit the doctor's statement that puts them off work.
2. Continue to advise their immediate supervisor/administrator/designee of their status and provide them with updated doctor statements immediately after each return visit to the clinic or doctor.

Immediate Supervisor/Administrator/Designee will:

1. Initial and date all doctor statements and Physician Visit Reports to acknowledge receipt.
2. Notify Human Resources and Operations staff via email when work restrictions have been indicated (Administrative Guideline 3122).
3. Forward all originals immediately to Human Resources and Operations to avoid any delay in processing with district insurance carriers.
4. Immediately notify Human Resources and Operations when an employee is placed off work. Fax the statement to Human Resources and Operations and forward the original through interoffice mail.
5. Continue to keep Human Resources and Operations staff advised (via email) of the employee's work status.

Appendix D

**Memorandum of Understanding
Between the
Genesee Intermediate School District Board of Education
And the
Genesee Intermediate Educational Support Personnel Association**

Attendance Incentive Program

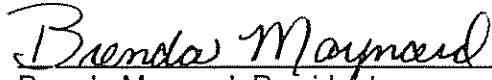
October 6, 2003

During the 2000-2001 school year, all members of the Genesee Intermediate Educational Support Personnel Association participated in a pilot attendance incentive program. The pilot attendance incentive program was reviewed by the Contract Administration and Problem Solving Committee (CAPSC) at the end of the 2000-2001 school year. As a result of the review, the program was continued for the 2001-2002 school year. Following a review by CAPSC at the end of 2001-2002, the program was continued again for the 2002-2003 school year; and on June 2, 2003, CAPSC agreed to continue the attendance incentive program on an annual basis for the duration of the Agreement through June 30, 2006. The parties agreed to the following:

1. The Attendance Incentive Subcommittee, comprised of at least two representatives of the Board and two representatives of the Union, will serve as an ad hoc committee of CAPSC and work together to study the attendance incentive program, determine whether or not the program was successful and provide reports to CAPSC on an annual basis. The Attendance Incentive Subcommittee will also review and possibly identify ways to further develop incentives for employees to reduce absences.
2. Employees are permitted to use not more than two (2) sick leave days for personal business days per year. Employee participation in the attendance incentive program will not be affected by the use of personal business time.
3. Employees who use zero (0) to two (2) sick leave days during the July 1 through June 30 fiscal year will receive \$200. Employees who use three (3) to four (4) sick leave days will receive \$100.
4. Employees who take time off without pay are exempt from participation in the attendance incentive program during that school year. 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 Article XV, Section L, or under the Family Medical Leave Act of 1993.
5. Employees who qualify will receive the attendance incentive payment in the employee's pay the second pay in July for the previous school year.
6. The Attendance Incentive Subcommittee will summarize the results of the attendance incentive program on an annual basis during the term of this Agreement and will make a recommendation to CAPSC and the negotiations team as to whether or not the program was successful, should be modified, continued or discontinued at the expiration of this Agreement.

GIESPA Memorandum
Employee Attendance
Page 2

This Memorandum of Understanding was reviewed and approved by the Genesee Intermediate Educational Support Personnel Association Contract Administration and Problem Solving Committee on October 6, 2003.



Brenda Maynard, President
Genesee Intermediate Educational Support
Personnel Association

10-15-03

Date



Thomas B. Princinsky, Deputy Superintendent
Human Resources and Operations

10-16-03

Date

TBP:dsm

Appendix E **Memorandum of Understanding**
Between the
Genesee Intermediate Educational Support Personnel Association
And the
Genesee Intermediate School District Board of Education

Insurance Protection
September 12, 2005

On May 6, 2005, the Genesee Intermediate School District Board of Education was notified by MESSA that since the federal legislation requiring employers to allow an HMO option for employees had been repealed, a MESSA product would not co-exist with HMOs in the future. Provisions were made to allow pre-existing HMOs to exist in current master agreements; however, MESSA's long-term plan was to eliminate all situations where a MESSA product would co-exist with HMOs. (Attachment 1)

The GIESPA/Board Finance Committee and the GIEA/Board Finance Committee scheduled a joint meeting on June 9, 2005 with MESSA representatives to discuss the intent and meaning of the May 6, 2005 letter and to review the potential impact on employees who were currently enrolled in an HMO. As a result of that meeting, a list of HMO plans currently offered to all employees in the district and the number of employees enrolled by insurance plan was sent to MESSA for their review. (Attachment 2)

On June 24, 2005 the Board received a follow-up letter from MESSA; and MESSA indicated that they would allow an exception to their underwriting policy on the co-existence of a MESSA product with HMOs. This exception applies to teachers, support staff, transportation employees, administrators and supervisory staff in the Genesee Intermediate School District. MESSA would also allow the Union and the Board to change options for existing HMOs that are available for employees. (Attachment 3)

This Memorandum of Understanding is made to clarify that it is the intent of the Board and the Union to provide the employees with health insurance options that best meet the needs of the Board, the Union and the employees. The parties recognize the importance of the MESSA product for employees. The parties also recognize that they have a right to bargain health insurance benefits for employees. Some employees prefer a MESSA health insurance plan, and some employees prefer an HMO. The parties will work together to pursue legislation at the State and/or Federal level that provides that employers and unions have the right to negotiate, offer and make available traditional health insurance plans and HMO, PPO and POS plans. These plans will be available to employees through either a cafeteria plan or some other option provided under the terms of the master agreement so that the employees have a choice in selecting a plan that best fits their individual and family needs.

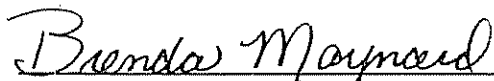
Should MESSA take a position during the 2000-2001 to 2008-2009 master agreement that prohibits the co-existence of HMO, PPO and POS plans with MESSA, the Board and the Union through the GIESPA/Board Finance Committee will renegotiate health insurance coverage for employees. The Board and the Union will explore all options for providing employees with quality health insurance. These options will include the following:

- Exploring different MESSA insurance plans that allow for co-existence with HMO, PPO and POS plans, or
- Making available to the employees an insurance plan that is equal to or exceeds MESSA specifications and will co-exist with HMO, PPO and POS plans, or
- Having the Board become the policyholder and the parties bid health insurance, or
- Implementing some other option that the parties agree is in the best interest of the Union and the Board.

The parties recognize that State and/or Federal legislation may affect this Memorandum of Understanding and the rights of the Board and the Union to negotiate health insurance.

This memorandum is made with the understanding that the Board and the Union will continue to work together in a Win-Win format to resolve issues and problems that relate to Article XV, Insurance Protection and Tuition Reimbursement, and any other problem or concern that is raised through the Contract Administration and Problem Solving Committee

This Memorandum of Understanding was approved by the GIESPA/Board Finance Committee on September 7, 2005 and by the Genesee Intermediate Educational Support Personnel Association Contract Administration and Problem Solving Committee on September 12, 2005.



Brenda Maynard, President
Genesee Intermediate Educational Support
Personnel Association

9-12-05

Date



Thomas B. Princinsky, Deputy Superintendent
Human Resources and Operations

9-12-05

Date

TBP.dsm
Attachments



May 6, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

Brenda Maynard
President, Genesee Intermediate
Educational Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

I appreciate your taking the time to inquire about what MESSA's underwriting guidelines are regarding the co-existence with HMO. I especially appreciate your inquiry prior to the start of your bargaining.

Let me state from the outset that MESSA wants to do everything possible to allow you the opportunity to provide your members the health care benefits that most meets their needs. Along with meeting member needs, we must also make business decisions that will help ensure that MESSA remains a viable health care option in these days of sky rocketing health care costs. Our underwriting guidelines are drafted with both of these goals in mind.

We have a pre-existing HMO underwriting bulletin because at one time there was federal legislation requiring employers to allow an HMO option. That legislation has since been repealed. At that time, we needed a policy that would address the co-existence of HMOs with our products in those places where it existed at the time of the repeal of the legislation.

It is our policy that a MESSA product will not co-exist with an HMO. This would raise the possibility of "adverse selection". Adverse selection is a situation where one product is chosen over another because that product provides the best coverage for those who would access the benefits the most. Therefore there would be an undue burden on that product for providing a significant part of the health benefits given which in turn could dramatically affect the premium rates for that product. As in the case of your contracts, employees are "enticed" to take the less costly HMO option by a monthly cash payment. Potentially, the members who use health care the most will take the MESSA product and others the lesser products.



Thomas B. Princinsky
Charles D. Richards
Brenda Maynard
May 6, 2005
Page 2

The pre-existing HMO underwriting bulletin permits for the continued co-existence of an HMO with a MESSA product under two conditions: 1) the HMO remains a true HMO, and, 2) subject to the product choice underwriting guidelines. The product choice guidelines allow a pre-existing HMO to co-exist with a "traditional" MESSA medical plan. The traditional MESSA plans are the Super Care and Super Med plans. Therefore, MESSA Choices or Tri-Med can not co-exist with an HMO.

Over time it is the intent of our underwriting guidelines to eliminate all situations where a MESSA product co-exists with an HMO. We have considered other arrangements that take significant steps in this direction. For example, in a contract where there was an HMO co-existing with a traditional MESSA product, we have allowed the co-existence of the HMO with MESSA Choices and MESSA Tri-med where members choosing the HMO were allowed to maintain that coverage or select a MESSA product but no other employee could select the HMO option.

Once again, I appreciate the opportunity to clarify MESSA's underwriting guidelines and assure that we will do the most we can to assist you in providing the best health benefits to your members.

Sincerely,



Jim Ponscheck
Director of Field Services

Cc: L. Battaglieri, MEA President
C. Irwin, Executive Director
J. Thomas, Central Zone Director
S. Tyrna, MESSA Field Representative
B. Bouknight, Uniserv Director

Genesee Intermediate School District
Business Services

Attachment 2

Subscribers

<u>Employee Group</u>	<u>MESSA</u>	<u>Health Plus/ Blue Care Network</u>	<u>Total</u>
Administrators/Supervisory	31	7	38
GIEA	134	17	151
GIESPA *	<u>132</u>	<u>149</u>	<u>281</u>
Totals	297	173	470
Percentage	63%	37%	

Percentage by Group

<u>Employee Group</u>	<u>MESSA</u>	<u>Health Plus/ Blue Care Network</u>
Administrators/Supervisory	82%	18%
GIEA	89%	11%
GIESPA	47%	53%

* Maximum allowable health board paid premium for transportation employees- \$4,600 for 2004-05 and \$6,050 for 2005-06. 93 transportation employees: 4 employees elected MESSA and 89 employees elected an HMO.

filename:Business\Insurance\Subscriber Information June 2005



June 24, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

Brenda Maynard
President, Genesee Intermediate Educational
Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

This letter is in response to your request that I reduce to writing the MESSA's parameters for the co-existence of a MESSA product and an HMO in the Genesee Intermediate School District. Following is a summary of our discussion on these parameters resulting from our conference call on June 9, 2005.

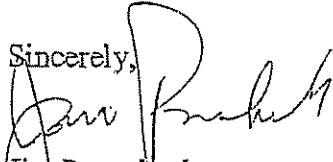
The following exception to our underwriting policy on the co-existence of a MESSA product with an HMO applies to teachers, support staff, transportation employees, administrators, and supervisory staff in the Genesee Intermediate School District.

Currently the GISD employees listed above have a choice of MESSA Super Care 1, Blue Care Network, Health Plus of Michigan, or a cash payment (excluding transportation). Your request is to change the MESSA product from Super Care 1 to MESSA Choices II and maintain the co-existence with the current HMO options. As we discussed during the conference call, MESSA will allow this exception to our underwriting policy on co-existence with HMO, subject to review at the end of next contract. ✱ } -

Your current list of HMO options has been allowed as an exception since at one time federal legislation allowing an employer to offer an HMO option along with other health benefit options. That legislation has since been repealed, and MESSA has allowed those HMOs in existence at the time of the repeal to continue, unless a change was made in the options. Though you're making a change in your options, MESSA will allow the exception.

Once again, I appreciated the time to speak with you regarding this issue. I do regret that I was not aware that you had other issues that you wanted to discuss with me and that did to happen. If you would like to schedule a meeting to finish your agenda, please contact me.

Sincerely,



Jim Ponscheck
Director of Field Services

Cc: S. Tyma, MESSA Field Representative
B. Bouknight, Uniserv Director

Appendix F


GENESEE INTERMEDIATE SCHOOL DISTRICT
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Memorandum of Understanding
Summer Recreation/Day Camp Program
May 7, 2001

For the past ten years, the Genesee Intermediate School District Board of Education has operated the Summer Recreation/Day Camp Program at the Elmer A. Knopf Learning Center. Following a review of the program and the needs of the students that have participated in the program, the Genesee Intermediate Educational Support Personnel Association (GIESPA) Contract Administration and Problem Solving Committee agrees to amend the May 6, 1991 Memorandum of Understanding as follows:

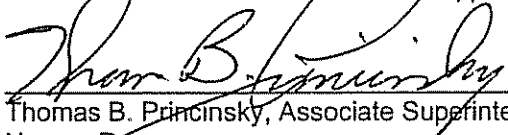
1. The Genesee Intermediate School District Board of Education will employ GIESPA members for positions of Summer Recreation/Day Camp Group Leader and Licensed Practical Nurse in accordance with Article XIX, Section A, paragraph 4, except for the following.
2. The Genesee Intermediate School District Board of Education will pay GIESPA employees working as Group Leader in the Summer Recreation/Day Camp Program operated at the Elmer A. Knopf Learning Center at the High School classification of the Paraprofessional Salary Schedule.
3. GIESPA employees working as Group Leader will be placed on step 1 of the salary schedule unless they have previous work experience as Group Leader in the program.
4. GIESPA employees with previous work experience as Group Leader in the program will receive one experience step on the salary schedule for each year worked as Group Leader, not to exceed step 6 on the 2001-2002 salary schedule (Attachment A). Thereafter, employees may advance to step 7, if appropriate.
5. GIESPA employees working as Licensed Practical Nurse in the Summer Recreation/Day Camp Program operated at the Elmer A. Knopf Learning Center will be paid at their current step on classification 2 of the Technology and Specialist Salary Schedule.
6. 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.

This Memorandum of Understanding was discussed and agreed to at the Contract Administration and Problem Solving Committee meeting on May 7, 2001, and will be in effect for the employment of GIESPA employees for the summer of 2001 through the duration of the contract.



Kathleen McIntosh, President
Genesee Intermediate Educational Support Personnel Association

7-2-01
Date



Thomas B. Princinsky, Associate Superintendent
Human Resources

7-9-01
Date

Memorandum of Understanding
Appendix G **Between the**
Genesee Intermediate Educational Support Personnel Association
And the
Genesee Intermediate School District Board of Education

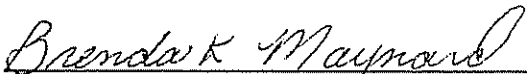
Meals/Beverages at Meetings
July 26, 2006

School funds may be expended on food and/or beverages for activities only when there is clear "public purpose". In collective bargaining agreements, there is a need for reference to the purpose for any food and/or beverages being provided by the Board for employees at various activities. Activities may include beginning-of-school-year/end-of-school-year meetings and instructional-related staff development.

Following a review by the Contract Administration and Problem Solving Committee on July 26, 2006, the parties agree to the following:

1. The Board may provide coffee, tea and water for staff during designated hours during the workday to enhance the work environment and increase productivity.
2. The Board agrees to provide coffee, tea, water and meals for staff at beginning-of-school-year/end-of-school-year meetings. Staff will attend these functions unless excused by their immediate supervisor.
3. The Board may provide coffee, tea and water for assigned staff development training and school improvement activities where goals support the GISD *Teaching, Learning and Service Plan*. If these meetings are held during traditional meal times and staff are not given adequate time to have a meal on their own, the Board may provide an appropriate meal.


This memorandum of understanding was reviewed and approved by the Genesee Intermediate Educational Support Personnel Association Contract and Administration and Problem Solving Committee on July 26, 2006.



Brenda K. Maynard, President
Genesee Intermediate Educational Support
Personnel Association

7-26-06

Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations

7-26-06

Date

Appendix H

**Memorandum of Understanding
Between the
Genesee Intermediate Educational Support Personnel Association
And the
Genesee Intermediate School District Board of Education**

Alignment of Sick and Personal Business to the Workday
June 4, 2007

On June 4, 2007, the Contract Administration and Problem Solving Committee (CAPSC) received a report from a subcommittee of the Genesee Intermediate Education Association CAPSC addressing the following problem statement: **The contract does not provide for the prorating of sick and personal business time for extended schedules.** The subcommittee included Jan Russell, assistant superintendent; Pam Kitchen, GIEA president; Ruth Rosenberger, school social worker; Dr. Mary Lavengood, assistant superintendent; Barb Whitman, teacher consultant; Mike Moorman, deputy superintendent; and Cindy McCain, executive director for finance. The issue was brought to the GIEA CAPSC as a result of the change in workday in the 2006-2007 calendars for Day Treatment classrooms operated in the local districts. The workday for staff in these classrooms is 7.5 hours per day instead of the customary 7.0 hours per day. The following summary of the payroll and attendance procedures for GIESPA classroom employees describes the basis for the problem statement.

- ✓ Article XX, Wages, Calendars and Holidays, allows that the normal work week shall consist of five (5) consecutive workdays, and the workday for paraprofessionals [classroom employees] shall normally be seven (7) hours per day. The basic work year is 185 days with five (5) paid holidays [2006-07]. Paraprofessionals have the option as academic year employees to be paid on a 21, 26 or straight pay schedule.
 - Paraprofessional A is paid for 190 days, 7.0 hours per day, at HS/Step 1: \$15.74 per hour x 7.0 x 190 = \$20,934.20; pay is divided over 21 or 26 pays or paid at straight time
 - Paraprofessional B is paid for 190 days, 7.5 hours per day, at HS/Step 1: \$15.74 per hour x 7.5 x 190 = \$22,429.50; pay is divided over 21 or 26 pays or paid at straight time.
- ✓ Sick time was posted in accordance with Article XII, Sick Leave, on July 1 for both Paraprofessional A and Paraprofessional B at ten (10) days leave allowance (10 x 7.0 = 70.0 hours) with two (2) of the days (2 x 7.0 = 14.0 hours) posted for personal business use.
- ✓ Attendance is recorded for Paraprofessional A at 7.0 hours per day and for Paraprofessional B at 7.5 hours per day.
 - When Paraprofessional A is absent a full day, sick time is charged at 7.0 hours.
 - When Paraprofessional B is absent a full day, sick time is charged at 7.5 hours.
 - When Paraprofessional A is absent 3.5 hours, sick time is charged at 3.5 hours, at work 3.5 hours.
 - When Paraprofessional B is absent 3.5 hours, sick time is charged at 3.5 hours, at work 4.0 hours

The subcommittee recommends that sick and personal business time be aligned with the actual length of the workday in specific situations with the following conditions:

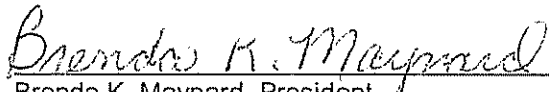
1. As per the contract, there would be an agreed calendar in place at the start of the year/beginning of the program.
2. This memorandum applies only to annual calendars, not temporary changes in schedules.
3. Alignment applies only to the hours per day, not extended days in a calendar. No paraprofessional will have more than ten (10) days leave allowance posted for the year, with the exception of paraprofessionals who work the summer program at MCIC. Paraprofessional A in a 7.0-hour workday has 56.0 hours sick time and 14.0 hours personal business time posted (10 days total). Paraprofessional B in a 7.5-hour

workday has 60.0 hours sick time and 15.0 hours personal business time posted (10 days total).

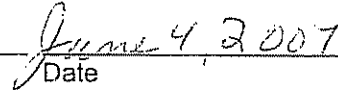
- 4 The alignment of the day applies to sick time, personal business time, time taken without pay, benefits reductions, long-term disability and other payroll calculations.

The subcommittee further recommends that this memorandum of understanding include the agreement that the CAPSC process will be used to assess other unique situations involving extended schedules.

This memorandum of understanding was reviewed and approved by the Genesee Intermediate Educational Support Personnel Association Contract Administration and Problem Solving Committee at the meeting on June 4, 2007. It was also agreed that Day Treatment employees impacted by misalignment of sick and personal business time with their workday in the 2006-2007 calendar shall have their sick and personal business time adjusted in accordance with this memorandum of understanding prior to the last pay in June 2007.

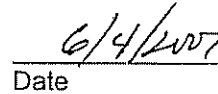


Brenda K. Maynard, President
Genesee Intermediate Educational Support Personnel Association


Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations


Date

MRM:dsm 5-17-07

Appendix I

**Memorandum of Understanding
With the
Genesee Intermediate School District Board of Education,
Genesee Intermediate Education Association
And the
Genesee Intermediate Educational Support Personnel Association**

Summer Work Schedule

April 19, 2010

On March 12, 2009 a joint subcommittee of the GIEA and GIESPA Contract Administration and Problem Solving Committees (CAPSC) met to review and discuss the following problem statement:

The 2008 Pilot Summer Work Schedule must be modified to minimize the impact on district services and those staff providing services.

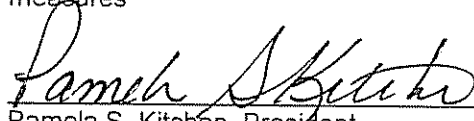
Survey results, utility costs, vacation and attendance data, and other information was reviewed. It was determined that continuing the four-day week during the summer months would save the district substantial energy costs and that a shift in hours would increase productivity. Under this agreement many employees could enjoy the savings on the cost of transportation to and from work, plus meals and child care on those days, while the district would have the capacity to provide key services without interruption on Fridays. The final recommendation of the subcommittee was to continue the program where possible with some modifications. The end result is a four-day work week for employees in all facilities, except in cases where key services are required.

Under this agreement it is understood that:

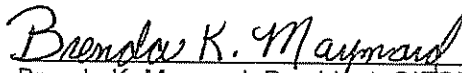
1. The Superintendent will determine the dates of the summer work schedule and notify staff in writing by April 30 each year.
2. Employees regularly scheduled to work Monday through Friday will work the compressed four-day summer schedule. Business hours for the public are 7:00 a.m. to 5:00 p.m., Monday through Thursday.
3. During the summer work schedule, all facilities, including the Davis Education Center, are closed to the public on Fridays. The Davis Education Center, however, will be open on Fridays during the four-day summer schedule only to accommodate Davis Education Center staff required to work as part of their assigned duties with approval of their supervisor, and in accordance with applicable contract language.
4. The Independence Day work week schedule will be adjusted so employees can take advantage of holiday pay, if applicable, in accordance with contract language.
5. The four-day work week summer schedule does not apply to classroom staff (teachers and para-educators) and ancillary staff at MCIC, Transition Center, EKLC Summer Recreation, ECPS Summer Enrichment, and office staff at the Transition Center.
6. The four-day work week summer schedule for all employees will be in effect as follows:
 - a. GIEA employees currently working a 7.0-hour day on the regular schedule who have summer days in their calendar will work from 7:00 a.m. to 4:45 p.m., Monday through Thursday.
 - b. GIESPA employees currently working a 7.5-hour day on the regular schedule will work from 7:00 a.m. to 5:30 p.m., Monday, Tuesday, and Wednesday, and from 7:00 a.m. to 5:00 p.m. on Thursday.
 - c. GIESPA head custodians, custodians, and transportation employees currently working an 8.0-hour day on the regular schedule will work a 10.0-hour day, Monday through Thursday, as approved by their program administrator.

7. Work schedules will continue to follow the regular school day with respect to a one-hour lunch and contractually scheduled breaks, if appropriate. Lunch hours may be reduced to one-half hour by approval of the department head. The lunch break should not be taken at the end of the workday.
8. When necessary, an employee may request a change in schedule in accordance with district procedures and the approval of the department director, who will ensure that all workstations are covered.
9. The District and the Unions recognize that during the summer schedule an employee using accrued sick, vacation, or personal business time will use said time in amounts equal to their summer daily work schedule:
 - a. GIEA 7.0-hour regular workday = 8.0 hours, 45 minutes, Monday through Thursday, for a total of 35.0 hours
 - b. GIESPA 7.5-hour regular workday = 9.0 hours, 30 minutes, Monday through Wednesday, plus 9.0 hours on Thursday for a total of 37.5 hours.
 - c. GIESPA 8.0-hour regular workday = 10.0 hours, Monday through Thursday, for a total of 40.0 hours
10. The District and GIESPA recognize that language under Article XX, Section C, will apply during the summer schedule. GIESPA employees who work time in excess of their summer schedule workday will be paid overtime at time and one-half. Contract language under Section C regarding compensatory time and flex time also applies.
11. Employees in certain departments may be required to work on Fridays depending on workload, type of service, and demand for services. When this occurs, all applicable contract language applies.
12. Barring unforeseen circumstances, this agreement will be in place indefinitely.

This memorandum is made with the understanding that the District and the Unions will continue to work together in a Win-Win format to resolve any issues and problems that arise as a result of transitioning to the four-day work week summer schedule, as well as other energy cost savings measures.


Pamela S. Kitchen, President
Genesee Intermediate Education Association

4/20/2010
Date


Brenda K. Maynard, President, GIESPA
Genesee Intermediate Educational Support Personnel Association

4-19-10
Date


Michael R. Moorman, Deputy Superintendent

4-20-2010
Date

MRM.dsm
4-19-10

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