

# **GISD / GIESPA MASTER AGREEMENT**

**2019-2020  
2020-2021  
2021-2022**



**Genesee Intermediate  
School District**

## **Agreement Between the GISD Board of Education and the GIESPA**

This Agreement is entered into effective July 1, 2019, by and between the Board of Education of the Genesee Intermediate School District (GISD) 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 (GIESPA), hereinafter referred to as the "Union."

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. Special thanks are 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.

Dr. Lisa A. Hagel, Superintendent  
Genesee Intermediate School District

Debra M. Marien, President  
Genesee Intermediate Educational Support Personnel Association

Board of Education  
Jerry G. Ragsdale, President  
Richard E. Hill, Vice President  
James D. Avery, Secretary  
Larry P. Ford, Treasurer  
The Honorable John L. Conover, Trustee

## **Negotiations Team**

### **Genesee Intermediate School District Board of Education Representatives**

Jeffrey D. Adams, Executive Director of Human Resources

Diana Allard, Director, Career Technical Education

Tricia L. Hill, Executive Director of Countywide Programs

Amy Hoeksema, Human Resources Supervisor

Rhoda Johnson, Shared-time Director for Business Management Services

Dr. Keely P. Mounger, Deputy Superintendent

Susan M. O'Brien, Principal, Marion D. Crouse Instructional Center

### **Genesee Intermediate Educational Support Personnel Association Representatives**

Cindy L. Carskadon, Para-Educator

Anthony K. D'Aigle, Transportation Aide

Michael J. Daugherty

Bruce Jordan, MEA UniServ Director

Nell M. LePard, Para-Educator

Debra M. Marien, Para-Educator

Karen R. Merrill, Project Coordinator

Robert Phelps, Bus Driver

## Table of Contents

Agreement between the GISD Board of Education and the GIESPA .....	1
<b>Negotiations Team</b> .....	3
<b>Article I</b> .....	6
Recognition .....	6
<b>Article II</b> .....	9
Board Rights .....	9
<b>Article III</b> .....	10
Union Rights .....	10
<b>Article IV</b> .....	11
Employee Responsibilities .....	11
<b>Article V</b> .....	12
Negotiation Procedure .....	12
<b>Article VI</b> .....	13
Grievance Procedure .....	13
<b>Article VII</b> .....	15
Seniority .....	15
<b>Article VIII</b> .....	19
Probationary Employees .....	19
<b>Article IX</b> .....	20
Layoff and Recall .....	20
<b>Article X</b> .....	23
Vacancies, Transfers, Promotions and Reassignments .....	23
<b>Article XI</b> .....	27
Sick Days .....	27
<b>Article XII</b> .....	31
Leaves of Absence .....	31
<b>Article XIII</b> .....	35
Vacations .....	35
<b>Article XIV</b> .....	37
Insurance Protection and Tuition Reimbursement .....	37
<b>Article XV</b> .....	43
Contract Administration and Problem Solving Committee .....	43
<b>Article XVI</b> .....	44
No Strike .....	44

<b>Article XVII</b> .....	44
Evaluation .....	44
<b>Article XVIII</b> .....	45
Extended Programs.....	45
<b>Article XIX</b> .....	46
Wages, Calendars and Holidays.....	46
<b>Article XX</b> .....	49
Salary Schedules .....	49
<b>Article XXI</b> .....	71
Calendar Guidelines.....	71
<b>Article XXII</b> .....	73
Holiday Schedules.....	73
<b>Article XXIII</b> .....	75
Duration of Agreement .....	75

## 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.)

Apple Systems Specialist

Bus Driver

Business Office Support Specialist

    Business Office Support Specialist II

    Business Office Support Specialist I

Certified Occupational Therapist Assistant (COTA)

Custodians

    Head Custodian

    Custodian

Data Entry Clerk

Dispatcher/Router

Distribution Center Operator

General Maintenance Coordinator

Licensed Practical Nurse

Maintenance and Operations Specialist

Materials Clerk/Typist

Materials Handler

Network Operations Specialist

Para-Educator:

    Behavior Support

    Brailist

    Career-Technical Education

    Special Education Programs

    Sign Language Assistant

PC/Equipment Support Technician Assistant

PC/Equipment Support Technician

    PC/Equipment Support Technician II

PC/Equipment Support Technician I  
Physical Therapist Assistant  
Program Secretary  
Project Coordinator  
Project Specialist  
Secretary  
Systems Specialist, Technology and Media Services  
Transportation Aide  
Transportation Aide/Sign Language Assistant  
Transportation Safety Trainer  
Transportation Services Coordinator  
Video Specialist

Positions listed above may be either calendar or academic year positions based on program needs.

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, interns 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 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. Non-bargaining 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 IX, 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 VII, Seniority, Section L, 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 IX, Layoff and Recall, of this Agreement.
- K. The Board and Union agree that the language developed under Sections 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 4122, Nondiscrimination and Equal Employment Opportunity, the Genesee Intermediate School District (GISD) does not discriminate on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes") in its programs and activities, including employment opportunities. The persons designated to handle inquiries regarding the nondiscrimination policies of GISD or to address any complaint of discrimination are the Deputy Superintendent and the Executive Director of Human Resources (Title IX Coordinator), Human Resources, 2413 West Maple Avenue, Flint, Michigan 48507-3493, contact number 810-591-4591.

## **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 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 to approval.

- F. Any reprimand or other corrective action pertaining to employee performance shall be in accordance with Administrative Guideline (AG) 4139, 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 4139, 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 4139 shall be subject to the grievance procedure (Article VI).
- 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. Employees working in programs or whose assignment requires proof of freedom from communicable disease (negative test for tuberculosis) shall provide current evidence that will be kept on file. TB tests for these employees shall be available at no cost to the employee through district nurses or at locations determined by the district.
  - 8. Member information form for the Public School Employees Retirement System (provides for the nomination of a beneficiary).
  - 9. Payment for their required portion of the health benefits premium (see Article XIV, Insurance Protection and Tuition Reimbursement).
- 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**

### **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 at least 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 decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof. More specifically, the parties agree that in the event that this Agreement, or any Article, Section or portion thereof, is found to be impacted by any amendment to the Patient Protection and Affordable Care Act (PPACA) or the Publicly Funded Health Insurance Contribution Act (P. A. 152) or their guidelines for compliance, the CAPSC process will be utilized to resolve the issue.
- 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 VI

### 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 XV, 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 4139, 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 VII

### 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 year 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 year 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 XII, Leaves of Absence, Section J, 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., extended 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 this Agreement.
- I. Employees shall not earn seniority credit for the following:
  1. Long-term unpaid leaves of absence.
  2. Educational leaves of absence.
  3. Medical/disability/worker's compensation leave of absence that necessitates placing the employee on inactive status in accordance with Article XII, Leaves of Absence, Section J, of this Agreement.
  4. Time off without pay as a result of corrective action.
  5. Unpaid time off for the purpose of child care, subject to Section J below, or the adoption of a child.
  6. Time that the employee is on layoff.
- J. Employees on a child care leave of absence who are medically unable to return to work shall earn seniority credit provided they submit medical verification from a licensed physician to Human Resources. 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 VII, Seniority, Section B, of this 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	$980 > 1,260 = 0.7777$	.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 IX, 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 VIII**

### **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 VI, 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 shall be eligible for health insurance or the cash option and life insurance after they have completed one (1) full day of work, as stated in Article XIV, Insurance Protection.
- F. In accordance with the Paid Medical Leave Act (Public Act 338 of 2018), probationary employees shall be eligible to use accrued Paid Medical Leave days after 90 calendar days. Employees shall accrue one (1) hour of time for every 35 hours actually worked. Should this act be repealed or no longer in effect shall probationary employees not be eligible for sick time until successful completion of their 90 workday probationary period
- G. Probationary employees are not bargaining unit employees and are not eligible for vacation time until they have successfully completed their probationary period.
- H. 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 for their sick time and vacation time, as appropriate, posted back to their most recent date of hire in a bargaining unit position. Sick, personal business and vacation days shall be prorated based on employee's date of hire. Sick days granted following successful completion of the probationary period shall be reduced by the number of hours accumulated through the Paid Medical Leave Act, so that no employee shall accrue more time than referenced in Article XI-Sick Days.

## Article IX

### 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.
  2. Positions may be either calendar or academic year positions.
  3. 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.
  4. 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.
  5. 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 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 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 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 two (2) 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).
  9. 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 two (2) years from the date of reassignment.
  10. 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 X, 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 of a need to change work schedule(s) and indicate the effective date of change.
  2. The Deputy Superintendent 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 in writing of their intentions as follows:
    - a. Remain working in the position to be rescheduled.
    - b. 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 3, above) and/or within the academic year (36 through 45 weeks for 180 through 229 paid work days, Section A, number 4 above), the following procedure will be implemented:
1. The department director/program administrator shall notify the Deputy Superintendent of a need to change work schedules and include the effective date of change.
  2. The Deputy Superintendent 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 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 thirty (30) 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 VII, Seniority, 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 XII, Leaves of Absence, Section B) and child care leaves in excess of one (1) year (Article XII, Section D).
- K. Employees shall be eligible for recall for a period of time equal to their seniority but not more than two (2) 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 Human Resources. 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 X

### Vacancies, Transfers, Promotions and Reassignments

- A. A vacancy shall be defined as an open bargaining unit position that the district intends to fill or a newly created position subject to be in the bargaining unit.
1. When a vacancy becomes available, the district will post the position in a timely fashion 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 delay the posting of a position.
  2. Bargaining unit members eligible to return to an open position shall be returned in the following order based on seniority:
    - a. Laid-off employees or those who elected/transferred to a lower level position in lieu of layoff.
    - 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.
    - c. Employees on leave for the following voluntary reasons:
      - (1) Employees returning from a child care leave in excess of one year.
      - (2) Employees returning from a leave of absence, personal or otherwise, in excess of 25 work days.
  3. Whenever a vacancy arises and numbers 2.a., 2.b., and 2.c. 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.
  4. An electronic notice of the vacancy shall be sent to all bargaining unit employees who have been assigned a district email address.
- B. Transfer requests for vacancies shall be processed as Online Applications available on the GSD website Home page in the *Job Postings* link, then click on *Internal Staff*.
- C. 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. Needs of department or district,
  2. Skill sets/education,
  3. Required testing results,
  4. Interview,
  5. References,
  6. Evaluations,

7. Attendance (not including absences associated with an approved leave under the Family and Medical Leave Act), and
  8. Corrective action.
- D. 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.
  - E. 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.
  - F. 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.
  - G. 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.
  - H. 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.
  - I. 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.
  - J. 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 to ensure cost effectiveness of the transportation program or to meet the needs of the district.
  - g. The district shall make every effort to keep employees' weekly work schedules equivalent to their original assignment, as of October 1, provided there is work available.
3. When the change in the employee's weekly work schedule is reduced by more than five (5) hours per week for a period of time in excess of 20 consecutive work days, the following procedure will be implemented:
    - a. The affected employee and Human Resources will be notified in writing that the employee is to be given first preference in filling the next vacant or newly created position within their job classification for which they meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy, provided Section A, numbers 2.a., 2.b., 2.c. have been satisfied.
    - b. An employee who is given first preference to fill a vacancy in number 3.a. above shall be given this preference one time only within an academic year.
- K. Transportation aides who have completed the probationary period and who also hold CDL credentials may be requested to substitute as a bus driver in accordance with the following:
1. The first priority for the transportation aide with a CDL is to the route for which they have been hired as a transportation aide.
  2. When a bus driver is absent from a route, the transportation aide with a CDL assigned to that route shall drive that route.
  3. In all other cases, the transportation aide with a CDL will only be used as a bus driver when the substitute bus driver list has been exhausted.
  4. When an employee is moved to a temporary position, seniority will only be accrued in the permanent position for which the employee was hired.
- L. Bargaining unit members interested in a reassignment to or from least restrictive environment program/classrooms or from a least restrictive environment program/classroom back to a center-based program shall complete the *Request for Reassignment* form and submit it to the program administrator for processing (refer to AG 3130 Employee Reassignments). Reassignments to positions created because of the implementation of a least restrictive environment program/classroom will be made according to the following:
1. Positions will be filled first with volunteers on the basis of experience, competency, qualifications and other relevant factors in accordance with applicable master agreement/administrative guidelines/building manual provisions. If two or more bargaining unit members request reassignment to the same open position and have the same experience, competency, qualifications and other relevant factors, then seniority shall be used to determine reassignment.
  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.
- M. The district shall retain the right to approve or disapprove all promotions/reclassifications/transfers/reassignments.

## Article XI

### Sick Days

A. Sick days shall be defined as time used for the absence of an employee from work because of personal illness or disability. Sick days may also be used for 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, or
9. Grandchild.

B. A sick day shall be equivalent to the number of hours in an employee's regular work day.

C. Paid accrual time (sick time) may be used in accordance with the Paid Medical Leave Act.

D. Sick days shall be computed and accrued on the basis of the fiscal year and posted in hours.

#### GIESPA Accruals:

Group	Jul 1	Jul 30	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Totals
BC	2 PB	1 PB	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	--	--	10
AC	2 PB	--	--	1 PB	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	10
MCIC	2 PB	1 PB	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	12
CY	2 PB	1 PB	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	1 SD	12

**BC=Balanced Calendar; AC=Academic Calendar; MCIC=Marion Crouse Instructional Center; CY=Calendar Year; PB=Personal Business; SD=Sick Day**

E. Academic year and balanced calendar employees shall receive ten (10) sick days, three (3) of which are personal business days.

F. Calendar year and MCIC employees shall receive twelve (12) sick days, three (3) of which are personal business days.

G. On July 1, two (2) personal business days shall be posted. One (1) additional personal business day shall be posted at the end of July. Thereafter, one (1) sick day shall be posted at the end of the month in which it is earned until all sick days have been posted.

H. Beginning August 31, sick days shall be posted at the end of each month until all days have been posted.

I. Transportation employees working 180-185 days shall receive ten (10) sick days, three (3) of which are personal business days.

J. Transportation employees working 200-205 days shall receive twelve (12) sick days, three (3) of which are personal business days. Days shall be posted in accordance with Section H above.

K. Employees are permitted to use not more than three (3) sick 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.

- L. In accordance with the Paid Medical Leave Act (Public Act 338 of 2018) probationary employees shall be eligible to use accrued Paid Medical Leave days after 90 calendar days. Employees shall accrue one (1) hour of time for every 35 hours actually worked. Should this act be repealed or no longer in effect shall probationary employees not be eligible for sick time until successful completion of their 90 workday probationary period.
- M. Employees taking time off without pay or not completing their work year shall have their sick days 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.
- N. 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 4139, Corrective Action.
- O. Charges against accrued sick days and pay allowances shall be made only for time absent from regularly scheduled work time. Sick days shall not accrue while employees are on a leave of absence, disability leave, leave without pay, or layoff. Employees taking time off without pay shall have their sick time adjusted accordingly. Sick days may be used in increments of one-fourth (1/4) hour.
- P. Accrued sick/personal business time is based on a full year of work based on the employee's calendar. Employees terminating employment prior to the completion of their full year shall have their accruals adjusted based on actual days worked. If exceeded, the employee will repay the District the dollar value of ineligible accrued sick/personal business time used 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.
- Q. Sick days may be accumulated not to exceed sixty (60) days. Any sick days over thirty (30) days may be used as follows:
  - 1. Sick days may be accumulated to sixty (60) days or sick days in excess of thirty (30) days may be converted to vacation days at the rate of two (2) accumulated sick days equating to one (1) vacation day.
  - 2. Conversion of sick days in excess of thirty (30) days to vacation days shall be on an annual basis at the conclusion of each fiscal year.
  - 3. The employee notifies the Superintendent in writing by June 1 of each year of the number of sick days to be converted to vacation days.
  - 4. Days converted must equate to not less than one-half (1/2) vacation day increments.
  - 5. Upon confirmation from the Office of Retirement Services (ORS), and following any appropriate adjustment of accruals (per Section P above), retiring employees shall receive payment for sick days as follows:
    - Days 21 – 40: \$40 per day
    - Days 41 – 60: \$75 per day

- R. Requests to have absences charged to sick days 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 days or excessive absence from the job may constitute grounds for corrective action.

When employees are absent from duty five (5) or more consecutive days for a personal health condition or the health condition of an immediate family member (as defined in Section A above), a statement from a licensed physician noting cause or causes of such absence shall be required before or immediately upon returning to work.

- S. 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 reasonable cause concerning the validity of sick leave application. Employees are required to coordinate accumulated (1) sick, (2) personal business, (3) compensatory time, and (4) vacation time in conjunction with disability benefits as follows:
1. When a disability or illness exceeds 30 calendar days, employees are paid two-thirds of a day's pay from the disability insurance carrier and one-third of a day's pay utilizing accrued time (if available).
  2. Employees shall use disability insurance benefits instead of full accumulated sick/vacation days after they become eligible for disability.

T. On-The-Job Injury

Accidents/injuries shall be reported immediately in writing on the form provided by the employer to Human Resources. Employees must use accrued time 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.

- U. When the District requests/requires an employee to seek medical attention due to work-related accident, injury, or 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 incident 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 accrued time.

- V. Work-related injuries require immediate and accurate reporting. Worker's compensation cases are technical. Employees and administrators need to proceed carefully and in full communication with Human Resources staff.
1. Employees will seek or coordinate approval for clinic/medical visits from their immediate supervisor/administrator and participate in following the procedure for reporting a work-related injury in a timely manner, whenever possible.
  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 therapy during non-student contact time or before/after the employee's regular work day.

5. Employees will notify the supervisor/administrator if the doctor's statement clears the employee to return to work or puts the employee off work. Employees will continue to keep the immediate supervisor/administrator advised of their work status.
6. Always submit the doctor's statement/report to Human Resources immediately following the initial clinic/medical visit and after any subsequent visits, if required. Human Resources staff will initial and date all doctor statements and Physician Visit Reports to acknowledge receipt.
7. Human Resources will communicate any work restrictions to the supervisor/administrator and advise the supervisor/administrator of the employee's status after the initial and subsequent visits to the clinic or doctor.

## Article XII

### Leaves of Absence

#### A. Emergency

Employees may use five (5) accumulated sick 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, or
9. Grandchild

In extenuating circumstances, the Superintendent may approve the use of additional sick days for death in the immediate family as defined above.

The Superintendent may approve the utilization of one (1) sick day, provided the employee has exhausted personal business time, so that the employee may attend the funeral of a co-worker.

#### B. Personal Leaves

The Superintendent may, in appropriate circumstances, grant personal leaves of absence.

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 Personal Leave of Absence* form (available on the Public drive in the GISD Forms folder) prior to commencement of the leave and in accordance with AG 3430, Leaves of Absence: Personal.

When short-term leaves of absence are approved, employees shall be required to use their accrued time in the following order:

- a. Vacation,
- b. Sick,
- c. Personal business and/or
- d. Compensatory time.

Should an employee have insufficient accrued time to cover the entire short-term leave of absence, any time not covered by paid accrued time shall be unpaid.

Employees returning from a short-term leave shall return 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 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. 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.
4. 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 twelve (12) months from the ending date of the leave.

#### C. Educational Leave

1. Educational leave 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 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 return to the same or equivalent position provided they have submitted written documentation to Human Resources 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 or preapproved online or distance learning classes (see also Article XIV, Insurance Protection and Tuition Reimbursement).
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 twelve (12) months from the ending date of the leave.

#### D. 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 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 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 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 in writing requesting an extension at least sixty (60) days prior to the termination of said leave.
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 twelve (12) months from the ending date of the leave.



E. An employee may make application in writing to Human Resources for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.

F. 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.

G. 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. Employees will be paid for an absence relating to jury 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.

H. 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 time off with pay and benefits for the time required for such appearance(s). Employees will not be required to use paid accrued time.

This Section 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.

I. 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 Guidelines).

J. Medical/Disability/Worker's Compensation Leave

A medical/disability/worker's compensation leave of absence 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 or a minimum of six (6) months, whichever is longer. 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.

Employees are required to use paid time (sick, personal business, compensatory, or vacation) during all or part of the requested leave and in accordance with Article XI, Section S.

- a. Employees shall be eligible for district paid benefits in accordance with the Family and Medical Leave Act (FMLA) plus one (1) additional month. Eligibility for paid benefits will be determined by reviewing the previous 12 months rolling back from the date of commencement of the leave. The employee cannot exceed four (4) months of district paid benefits in the 12-month period while on leave.
- b. Employees not eligible for FMLA shall be eligible for one (1) month of district paid benefits.
- c. Upon exhausting benefits as described in either (a) or (b) above, fringe benefits may be continued by the employee on a contributory basis with approval of the carrier.

Employees carried as active in this section shall have the right to immediate return when physically able.

2. Employees remaining on medical/disability/worker's compensation leave for the second (2nd) contract year shall be placed on medical leave of absence for a period of up to one (1) year. No contractual benefits, including seniority, shall accrue except for salary payments as provided by the disability insurance carrier or worker's compensation. Fringe benefits may be continued by the employee on a contributory basis with approval of 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 or worker's compensation shall be required to provide the District with a doctor's statement which may be supplemented as provided in Section D of this Article.

- 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 XIII

### Vacations

- A. The period to be used in determining vacation allowances will be that starting July 1 and ending June 30 of the previous fiscal year. Scheduling of vacation time must be approved by the employee's immediate supervisor, the department director, building administrator and the Superintendent or designee.
- B. Vacation days shall be granted to bargaining unit members working a 52-week calendar on the Classified, Clerk, or Technology and Specialist Salary Schedules as provided below:

Years of Service	Vacation Days
0 to 5 years	13 days
After 5 years	18 days
After 10 years	23 days

- 1. Employees working less than 52 weeks, 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 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:

School Year	Days Closed
2019-2020	December 26, 27, and 30, 2019
2020-2021	December 28, 29, and 30, 2020
2021-2022	December 28, 29, and 30, 2021

- 1. 52-week employees on the Classified, Clerk, and Technology and Specialist Salary Schedules shall be required to use three (3) vacation days during the above closed days. Employees working less than 52 weeks will work with their immediate supervisor to set their working calendar.
  - 2. 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. Employees shall have their vacation time posted on July 1 of each school year.
- E. Probationary employees are not bargaining unit employees and are not eligible for vacation time until they have successfully completed their probationary period.
- F. 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 VIII, Probationary Employees).
- G. Vacation time is based on a full year of work based on the employee's calendar. Employees terminating employment prior to the completion of their calendar shall have their vacation accruals adjusted based on actual days worked. If exceeded, the employee will repay the District the dollar value of ineligible accrued vacation time used 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.

- H. 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, 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.
- I. Employees wishing to carry vacation time beyond December 31 must submit a written request to Human Resources by December 1 of that school year.
- J. A vacation day is equivalent to the number of hours in an employee's regular work day.
- K. No vacation time 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.
- L. Vacation time may be used in increments of one-fourth (1/4) hour.
- M. Following notification to the immediate supervisor and approval by the department director and the Superintendent or designee, vacation days shall be used in cases of illness and/or disability when sick days have been exhausted provided no disability benefits are in effect. Employees may coordinate accumulated vacation days with disability benefits (see Article XI, Section S of this Agreement).

## Article XIV

### Insurance Protection and Tuition Reimbursement

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 B of this Article. 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.

As of July 1, 2013, the Genesee Intermediate School District will follow the guidelines set for by the Publicly Funded Health Insurance Contribution Act (P. A. 152) which limits the amount that a public employer may contribute toward a medical benefit plan. The annual amounts for single, two-person and full-family coverage may be adjusted each year by the change in the medical care component of the United States consumer price index. Employees will contribute toward the cost of their chosen medical benefit plan based on the requirements set forth by P. A. 152 and the collective bargaining Agreement.

#### A. Insurance Coverage

1. Employees covered by this Agreement shall be eligible to elect health insurance effective after they have completed one full day of work. Employees may elect health coverage within thirty (30) calendar days of employment, 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.
3. Dental, vision and disability insurance shall be available to eligible employees the first day following the 90 working day probationary period.
4. For employees hired before December 31, 2013 and eligible for health insurance, the District will pay their health benefit premiums for the duration of this Agreement up to the annually adjusted hard cap as defined in the Publicly Funded Health Insurance Contribution Act (P. A. 152). The annual amounts of the hard cap for single, two-person and full-family coverage may be adjusted annually. The premium cost for dental and vision insurance will be paid in full by the District.

Transportation employees hired before December 31, 2013 who received the board-paid amount toward two-person or full-family health benefit premiums (negotiated in a previous contract) shall continue this amount to be used for two-person or full-family coverage. 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.

5. For new employees hired after January 1, 2014, the District will pay the health benefit premium up to the annually adjusted hard cap for single subscriber coverage only and make dependent coverage available to employees at their cost in accordance with the Patient Protection and Affordable Care Act (PPACA). The premium cost for dental and vision insurance will be paid in full by the District.
6. Employees on the balanced calendar working at least 180 days and at least six (6) hours per day shall not have their board paid health, dental/vision prorated.
7. Employees working less than 180 days and fewer than six (6) hours per day shall have the amount of their board-paid health, dental and vision insurance premium adjusted in proportion to time worked/paid.
8. The cost of insurance premium for employees beyond the board-paid allowance (see number 4 above) or district-paid hard cap will be paid through payroll deduction with pre-tax dollars in 20 or 21 pays from January through December of each year. Deductions will not occur in July and August. Employees will sign a compensation reduction agreement annually to qualify for pre-tax payments of health premiums above the cost of the District-paid hard cap.
9. Employees working less than full time shall receive insurance coverage in proportion to time worked (Section M below).
10. Employees must complete fringe benefit applications for health, dental, vision, life and disability insurance in order to be eligible for fringe benefits or sign a *Fringe Benefit Waiver* form.

#### B. Health Insurance/Cash Option

1. The administration and the Union agree that all parties using the Win-Win process will work together annually through the CAPSC process to review the current health insurance plan offerings to explore other health care options to reduce the overall cost of benefits to the board and to the employees. Medical Plan Benefits will be posted on the district's Transparency Report.
2. Employees hired before July 1, 2019 on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules not electing coverage shall receive a cash payment of \$1,760 payable in ten (10) installments (\$176 per month), January through December (excluding July and August) of each year. The cash payment may be prorated based on eligibility.
3. Employees hired before July 1, 2019 on the Transportation salary schedules not electing coverage shall receive a cash payment of \$500 payable in one lump sum at the end of the school year. The cash payment may be prorated based on eligibility.
4. The cash option shall be subject to applicable federal, state, local, and social security (FICA) taxes.
5. All new hires as of July 1, 2019 will not receive the cash option payment if they waive their health insurance benefits.
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 (see AG 6520B, Tax Shelter Annuity/Mutual Fund Payroll Deduction Program Enrollment).

C. Dental Insurance

The Board shall provide all employees up to full-family coverage as it applies in Section A, number 3, above (subject to the limitations of the carrier) a self-funded dental insurance plan without cost to the employee 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.

The annual maximum benefit payable during the January 1 through December 31 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.

The premium cost for dental insurance will be paid in full by the District.

D. Vision Insurance

The Board shall provide all employees up to full-family coverage as it applies in Section A, number 3, above (subject to the limitations of the carrier) a self-funded vision insurance plan without cost to the employee as follows:

Annual maximum benefit payable per family member January 1 through December 31 of each year is summarized below.

Vision Exam        \$ 90.00

Lenses

Single Vision       \$100.00

Bifocal             \$130.00

Trifocal            \$150.00

Lenticular         \$150.00

Frames             \$200.00

Contact Lenses    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. The premium cost for vision insurance will be paid in full by the District.

E. Flexible Spending Account / Health Savings Account

A flexible spending account for eligible medical reimbursement or eligible child care expenses is available to all employees. The flexible spending account plan year is January 1 through December 31.

Employees electing a high deductible health plan PPO may participate in a health savings account (HSA) through a third-party administrator. The health savings account plan year will be January 1 to December 31. Employees eligible for the flexible spending account and/or the health savings account will be responsible for managing the amount they deduct for medical expenses through payroll, not to exceed the annual amount allowed by IRS guidelines. Employees electing to participate in the health savings account as a result of the health coverage may only use the flexible spending account for dependent care expenses and/or out-of-pocket costs for dental and vision.

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.

G. Disability Insurance

Disability insurance protection (subject to the limitations of the carrier) shall be provided for employees the first day following the 90 working day probationary period (Section A, 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.

H. Insurance premium payments shall be for a twelve (12) month period for those employees completing their work year.

I. Insurance premium payments up to the hard cap for health and in full for dental and vision shall be paid by the Board for employees on disability or worker's compensation while the employee maintains active employee status as defined in Article XII, Leaves of Absence, Section J, number 1, of this Agreement. Payments and coverage are subject to the limitations of the carrier. In the event the employee is not receiving pay during this time (i.e., not using eligible paid time, such as sick time, etc.), it is the employee's responsibility to contact Human Resources and arrange for payment of the employee portion of the health premium.

J. In the event of a layoff, insurance premiums as described in Article XIV, Insurance Protection and Tuition Reimbursement, Section A, shall be paid for the first thirty (30) days for an employee.

K. 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 I above or under the Family and Medical Leave Act of 1993.

L. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to Sections H and I above).



- M. 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 A, number 9, above.
- N. Employees who take a voluntary reduction in their work day in order to prevent layoffs shall be entitled to full fringe benefits, subject to Section A, number 4, above.
- O. 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.
- P. Changes in Coverage/Open Enrollment

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

Eligible employees covered by this Agreement may enroll in the health insurance/cash option, dental or vision insurance during the open enrollment period of each school year as it applies in Section A, numbers 1, 2 and 3 above, and provided such enrollment does not result in dual enrollment for health insurance as it applies in Section Q below. The District shall notify employees each year of the open enrollment period.

- Q. Health Coverage Certification/Dual Enrollment

Employees are required to certify annually to the District (during Orientation and, thereafter, during Open Enrollment) or, in the event of change of status, that they do not participate in health/medical coverage through any other source, including, but not limited to, coverage through the employer of a spouse or other family member, coverage under an individual policy of insurance, coverage obtained through a health care exchange, or any type of government provided coverage.

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.

- R. 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 fiscal year (July 1 to June 30).

In order to be eligible for tuition reimbursement, course work must be job related or the employee is working towards completing a program or degree that is in line with the services provided by the District. Courses must meet one of these criteria to be approved for tuition reimbursement.

If the employee voluntarily terminates employment after completing the course, and prior to completing six consecutive months of active employment following receipt of their reimbursement, the employee shall refund the district the entire amount of the tuition reimbursement provided for the course. Employees who leave the district prior to working six months after completing a course, due to not being selected for a GISD position for which they applied in their area of study, shall not be responsible for repaying the cost of the course.

Employees shall submit a *Request for Tuition Reimbursement for GIESPA Employees* to Human Resources after enrollment in a course of study at a Michigan college or university listed in the current Michigan Educational Directory or preapproved online or distance learning classes (see AG 3411, Tuition Reimbursement for Employees Represented by the Genesee Intermediate Educational Support Personnel Association). The reimbursement form is available in Human Resources or on the Public drive in the GISD Forms folder.

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

## **Article XV**

### **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 VI, 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 are responsible for the distribution of information to the individuals they represent regarding the activities of the CAPSC.

## **Article XVI**

### **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 XVII**

### **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 #3220, Evaluation.

## **Article XVIII**

### **Extended Programs**

- A. Should it be necessary to offer programs beyond the balanced calendar, the procedure for determining extended employment 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, Transition Center 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 regarding intent to operate extended programs.
  3. The employee shall have five (5) days to apply online for extended programs.
  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, Transition Center and the Day Treatment Program) being given first opportunity unless specific skills are required.
  5. Should an insufficient number of employees within the employee group by program in number 4 above request employment in extended programs, the District reserves the right to require employees with the lowest seniority in that program to work the extended program.
  6. An employee's extended program assignment may be altered with prior approval from administration.
  7. Employees working in extended programs who fail to report to work shall be subject to corrective action.
  8. Employees working extended employment shall be paid at their regular hourly rate.

## Article XIX

### Wages, Calendars and Holidays

- A. Wages, calendars and paid holidays for 2019-2020, 2020-2021, and 2021-2022 are detailed on the pages that follow.
- B. The normal work week shall be based on the calendar to which you are assigned; 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. Daily hours for bus driver, transportation aides, and transportation aide/sign language assistants will vary.
- 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 (unless overtime hours are based on working two separate positions, in which case the overtime rate shall be blended) 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. Transportation positions will be paid on a straight pay basis only.
- H. Instructional positions working the balanced calendar shall be paid based on the 185 or 205 day schedule with the following options:
  - 1. 26/27 pays or
  - 2. Straight pay.

The selection of the number of pays must be made two (2) weeks prior to the first pay in July. New employees hired between July and the last working day of December shall also choose between 26/27 pays or straight pay. However, employees hired after January 1 of a school year may select only a straight pay schedule for that year. Once the 26/27 or straight pay option has been selected, it may not be changed for that year.
- I. Instructional positions at GCI, Project CHOICE or Day Treatment classrooms shall have the following options:
  - 1. 21/22 pays with any work scheduled during July-August paid as worked at the current hourly rate.
  - 2. 26/27 pays with any work scheduled during July-August paid as worked at the current hourly rate.

3. Straight pay.

The selection of the number of pays must be made two (2) weeks prior to the first pay in July. New employees hired between July and the last working day of December shall also choose from 21/22 pays, 26/27 pays or straight pay. However, employees hired after January 1 of a school year may select only a straight pay schedule for that year. Once the 21/22, 26/27 or straight pay option has been selected, it may not be changed for that year.

J. Non-instructional positions working less than 52 weeks shall have the following options:

1. 21/22 pays with any work scheduled during July-August paid as worked at the current hourly rate.
2. 26/27 pays with any work scheduled during July-August paid as worked at the current hourly rate.
3. Straight pay.

The selection of the number of pays must be made two (2) weeks prior to the first pay in July. New employees hired between July and the last working day of December shall also choose between 26/27 pays or straight pay. However, employees hired after January 1 of a school year may select only a straight pay schedule for that year. Once the 26/27 or straight pay option has been selected, it may not be changed for that year.

K. Para-educators shall have a working lunch.

L. Any changes to calendars that affect payroll cycles will be discussed in a joint CAPSC committee.

M. 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 XII, Leaves of Absence, Section M).

N. 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 VII, Seniority.
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.

Effective with the 2019-2020 through the 2021-2022 school year, eligible employees will receive longevity as follows:

School Year	10 Years	15 Years	20 Years	25 Years	30 Years
2019-2020	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850
2020-2021	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850
2021-2022	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850



**Article XX**

**Salary Schedules**

Salary schedules for Classified, Clerk, Para Educator, and Technology and Specialist employees shall increase in 2019-2020 by 1/2% on schedule, in 2020-2021 by 1/2% on schedule, and in 2021-2022 by 1/2% off schedule.

**A. 2019-2020 Salary Schedules**

**Classified Classification 1 Titles:**

Custodian  
Dispatcher/Router  
Distribution Center Operator  
Secretary  
Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
PC/Equipment Support Technician  
Assistant  
Program Secretary  
Project Coordinator  
Transportation Services Coordinator

**Classified 2019-2020 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	14.06	15.49
1	14.46	15.94
2	14.85	16.39
3	15.28	16.86
4	15.72	17.36
5	16.15	17.87
6	16.59	18.38
7	17.05	18.90
8	17.55	19.47
9	18.03	20.03
10	18.54	20.60

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.

**2019-2020 Clerk Salary Schedule****Clerk Classification 1 Title:**  
Materials Handler**Clerk Classification 2 Titles:**  
Materials Clerk/Typist  
Data Entry Clerk**Clerk 2019-2020 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	9.47	11.00
1	9.66	11.36
2	9.86	11.71
3	10.06	12.07
4	10.27	12.43
5	10.48	12.80
6	10.69	13.21
7	10.91	13.63
8	11.14	14.04
9	11.38	14.47
10	11.62	14.91

**2019-2020 Para-Educator Salary Schedule****Para-Educator Classification Titles:**  
Para-Educator, Behavior Support  
Para-Educator, Brailist  
Para-Educator, Career-Technical Education  
Para-Educator/Sign Language Assistant  
Para-Educator, Special Education Programs**Para Educator 2019-2020 Increase ½% on Schedule**

Steps	Classification HS	Classification HS+30
0	15.88	16.64
1	16.37	17.17
2	16.88	17.72
3	17.43	18.28
4	17.97	18.85
5	18.53	19.46
6	19.11	20.07
7	19.73	20.69
8	20.33	21.35
9	20.97	22.03
10	21.64	22.72

CTE Para-Educators when annually authorized may be required for the continuity of instruction to substitute for the program instructor when the program instructor is absent, or may be requested to substitute in another classroom as needed. When this occurs the CTE Para-Educator will be paid at 1.5 x their hourly rate for time subbed.

**2019-2020 Technology and Specialist Salary Schedule**

**Technology and Specialist  
Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist  
Classification 2 Titles:**

Business Office Support Specialist I  
Certified Occupational Therapist  
Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant \*  
Project Specialist I

**Technology and Specialist  
Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2019-2020 Increase ½% on Schedule**

Steps	Classification 1	Classification 2	Classification 3
0	18.40	20.04	21.46
1	18.88	20.53	21.99
2	19.40	21.04	22.53
3	19.93	21.59	23.08
4	20.45	22.11	23.68
5	21.00	22.66	24.26
6	21.58	23.23	24.84
7	22.15	23.83	25.48
8	22.74	24.41	26.11
9	23.34	25.02	26.75
10	23.99	25.66	27.41

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.

\* Eligible for holiday pay in accordance with the Para-Educator holiday schedule for the building in which they are assigned.

Employees who reached the maximum step in their salary schedule in 2018-2019 (step 10) or were paid as non-stepping and off schedule in 2018-2019 remain at the maximum step in their salary schedule or in the same non-stepping/off schedule salary step from 2018-2019. Hourly rates for 2019-2020 for those non-stepping/off schedule employees are listed in the salary schedules below which include increases of 1/2%.

**2019-2020 Classified Non-Stepping and Off Schedule Salary Schedule**

**Classified Classification 1 Titles:**

Custodian  
 Dispatcher/Router  
 Distribution Center Operator  
 Secretary  
 Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
 PC/Equipment Support Technician  
 Assistant  
 Program Secretary  
 Project Coordinator  
 Transportation Services Coordinator

**Classified 2019-2020 Increase 1/2% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	18.72	20.80
8	18.81	20.90
9	18.90	21.01
10	18.99	21.13
11	19.10	21.23
12	19.19	21.33
13	19.28	21.44
14	19.38	21.55

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.

**2019-2020 Clerk Non-Stepping and Off Schedule Salary Schedule**

**Clerk Classification 1 Title:**

Materials Handler

**Clerk Classification 2 Titles:**

Materials Clerk/Typist  
 Data Entry Clerk

**Clerk 2019-2020 Increase 1/2% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	11.68	14.98
8	11.73	15.06
9	11.79	15.14
10	11.85	15.21

**2019-2020 Para-Educator Non-Stepping and Off Schedule Salary Schedule**

**Para-Educator Classification Titles:**

Para-Educator, Behavior Support

Para-Educator, Brailist

Para-Educator, Career-Technical Education

Para-Educator/Sign Language Assistant

Para-Educator, Special Education Programs

**Para-Educator 2019-2020 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification HS	Classification HS+30
7.5	21.75	22.83
8	21.86	22.94
9	21.96	23.05
10	22.07	23.18
11	22.18	23.29
12	22.30	23.41
13	22.41	23.53
14	22.52	23.66

**2019-2020 Technology and Specialist Non-Stepping and Off Schedule Salary Schedule**

**Technology and Specialist Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist Classification 2 Titles:**

Application Support Specialist  
Business Office Support Specialist I  
Certified Occupational Therapist Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant\*  
Project Specialist I

**Technology and Specialist Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2019-2020 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2	Classification 3
7.5	24.11	25.79	27.65
8	24.23	25.92	27.70
9	24.35	26.04	27.84
10	24.47	26.17	27.98
11	24.57	26.30	28.11
12	24.71	26.44	28.25
13	24.83	26.57	28.39
14	24.95	26.70	28.53

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.

\* Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

**B. 2020-2021 Salary Schedules**

**Classified Classification 1 Titles:**

Custodian  
Dispatcher/Router  
Distribution Center Operator  
Secretary  
Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
PC/Equipment Support Technician  
Assistant  
Program Secretary  
Project Coordinator  
Transportation Services Coordinator

**Classified 2020-2021 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	14.13	15.57
1	14.53	16.02
2	14.92	16.47
3	15.36	16.94
4	15.80	17.45
5	16.23	17.96
6	16.67	18.47
7	17.14	18.99
8	17.64	19.57
9	18.12	20.13
10	18.63	20.70

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.

**2020-2021 Clerk Salary Schedule**

**Clerk Classification 1 Title:**  
Materials Handler

**Clerk Classification 2 Titles:**  
Materials Clerk/Typist  
Data Entry Clerk

**Clerk 2020-2021 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	9.52	11.06
1	9.71	11.42
2	9.91	11.77
3	10.11	12.13
4	10.32	12.49
5	10.53	12.86
6	10.74	13.28
7	10.96	13.70
8	11.20	14.11
9	11.44	14.54
10	11.68	14.98

**2020-2021 Para-Educator Salary Schedule**

**Para-Educator Classification Titles:**  
Para-Educator, Behavior Support  
Para-Educator, Brailist  
Para-Educator, Career-Technical Education  
Para-Educator/Sign Language Assistant  
Para-Educator, Special Education Programs

**Para-Educator 2020-2021 Increase ½% on Schedule**

Steps	Classification HS	Classification HS+30
0	15.96	16.72
1	16.45	17.26
2	16.96	17.81
3	17.52	18.37
4	18.06	18.94
5	18.62	19.56
6	19.21	20.17
7	19.83	20.79
8	20.43	21.46
9	21.07	22.14
10	21.75	22.83



**2020-2021 Technology and Specialist Salary Schedule**

**Technology and Specialist  
Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist  
Classification 2 Titles:**

Application Support Specialist  
Business Office Support Specialist I  
Certified Occupational Therapist  
Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant\*  
Project Specialist I

**Technology and Specialist  
Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2020-2021 Increase ½% on Schedule**

Steps	Classification 1	Classification 2	Classification 3
0	18.49	20.14	21.57
1	18.97	20.63	22.10
2	19.50	21.15	22.64
3	20.03	21.70	23.20
4	20.55	22.22	23.80
5	21.11	22.77	24.38
6	21.69	23.35	24.96
7	22.26	23.95	25.61
8	22.85	24.53	26.24
9	23.46	25.15	26.88
10	24.11	25.79	27.55

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.

\* Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

Employees who reached the maximum step in their salary schedule in 2019-2020 (step 10) or were paid as non-stepping and off schedule in 2019-2020 remain at the maximum step in their salary schedule or in the same non-stepping/off schedule salary step from 2019-2020. Hourly rates for 2020-2021 for those non-stepping/off schedule employees are listed in the salary schedules below which include increases of 1/2%.

**2020-2021 Classified Non-Stepping and Off Schedule Salary Schedule**

**Classified Classification 1 Titles:**

Custodian  
 Dispatcher/Router  
 Distribution Center Operator  
 Secretary  
 Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
 PC/Equipment Support Technician  
 Assistant  
 Program Secretary  
 Project Coordinator  
 Transportation Services Coordinator

**Classified 2020-2021 Increase 1/2% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	18.81	20.90
8	18.90	21.00
9	18.99	21.12
10	19.08	21.24
11	19.20	21.34
12	19.29	21.44
13	19.38	21.55
14	19.48	21.66

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.

**2020-2021 Clerk Non-Stepping and Off Schedule Salary Schedule**

**Clerk Classification 1 Title:**  
Materials Handler

**Clerk Classification 2 Titles:**  
Materials Clerk/Typist  
Data Entry Clerk

**Clerk 2020-2021 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	11.74	15.05
8	11.79	15.14
9	11.85	15.22
10	11.91	15.29

**2020-2021 Para-Educator Non-Stepping and Off Schedule Salary Schedule**

**Para-Educator Classification Titles:**

Para-Educator, Behavior Support  
Para-Educator, Brailist  
Para-Educator, Career-Technical Education  
Para-Educator/Sign Language Assistant  
Para-Educator, Special Education Programs

**Para-Educator 2020-2021 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification HS	Classification HS+30
7.5	21.86	22.94
8	21.97	23.05
9	22.07	23.17
10	22.18	23.30
11	22.29	23.41
12	22.41	23.53
13	22.52	23.65
14	22.63	23.78

**2020-2021 Technology and Specialist Non-Stepping and Off Schedule Salary Schedule**

**Technology and Specialist Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist Classification 2 Titles:**

Application Support Specialist  
Business Office Support Specialist I  
Certified Occupational Therapist Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant\*  
Project Specialist I

**Technology and Specialist Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2020-2021 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2	Classification 3
7.5	24.23	25.92	27.69
8	24.35	26.05	27.84
9	24.47	26.17	27.98
10	24.59	26.30	28.12
11	24.69	26.43	28.25
12	24.83	26.57	28.39
13	24.95	26.70	28.53
14	25.07	26.83	28.67

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.

\* Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

**C. 2021-2022 Salary Schedules**

**Classified Classification 1 Titles:**

Custodian  
Dispatcher/Router  
Distribution Center Operator  
Secretary  
Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
PC/Equipment Support Technician  
Assistant  
Program Secretary  
Project Coordinator  
Transportation Services Coordinator

**Classified 2021-2022 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	14.20	15.65
1	14.60	16.10
2	14.99	16.55
3	15.44	17.02
4	15.88	17.54
5	16.31	18.05
6	16.75	18.56
7	17.23	19.08
8	17.73	19.67
9	18.21	20.23
10	18.72	20.80

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.

**2021-2022 Clerk Salary Schedule****Clerk Classification 1 Title:**  
Materials Handler**Clerk Classification 2 Titles:**  
Materials Clerk/Typist  
Data Entry Clerk**Clerk 2021-2022 Increase ½% on Schedule**

Steps	Classification 1	Classification 2
0	9.57	11.12
1	9.76	11.48
2	9.96	11.83
3	10.16	12.19
4	10.37	12.55
5	10.58	12.92
6	10.79	13.35
7	11.01	13.77
8	11.26	14.18
9	11.50	14.61
10	11.74	15.05

**2021-2022 Para-Educator Salary Schedule****Para-Educator Classification Titles:**  
Para-Educator, Behavior Support  
Para-Educator, Brailist  
Para-Educator, Career-Technical Education  
Para-Educator/Sign Language Assistant  
Para-Educator, Special Education Programs**Para-Educator 2021-2022 Increase ½% on Schedule**

Steps	Classification HS	Classification HS+30
0	16.04	16.80
1	16.53	17.35
2	17.04	17.90
3	17.61	18.46
4	18.15	19.03
5	18.71	19.66
6	19.31	20.27
7	19.93	20.89
8	20.53	21.57
9	21.18	22.25
10	21.86	22.94

**2021-2022 Technology and Specialist Salary Schedule**

**Technology and Specialist  
Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist  
Classification 2 Titles:**

Application Support Specialist  
Business Office Support Specialist I  
Certified Occupational Therapist  
Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant\*  
Project Specialist I

**Technology and Specialist  
Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2021-2022 Increase ½% on Schedule**

Steps	Classification 1	Classification 2	Classification 3
0	18.58	20.24	21.68
1	19.06	20.73	22.21
2	19.60	21.26	22.75
3	20.13	21.81	23.32
4	20.65	22.33	23.92
5	21.22	22.88	24.50
6	21.80	23.47	25.08
7	22.37	24.07	25.74
8	22.96	24.65	26.37
9	23.58	25.28	27.01
10	24.23	25.92	27.69

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.

\* Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

Employees who reached the maximum step in their salary schedule in 2020-2021 (step 10) or were paid as non-stepping and off schedule in 2020-2021 remain at the maximum step in their salary schedule or in the same non-stepping/off schedule salary step from 2020-2021. Hourly rates for 2021-2022 for those non-stepping/off schedule employees are listed in the salary schedules below which include increases of 1/2%.

**2021-2022 Classified Non-Stepping and Off Schedule Salary Schedule**

**Classified Classification 1 Titles:**

Custodian  
 Dispatcher/Router  
 Distribution Center Operator  
 Secretary  
 Transportation Safety Trainer

**Classified Classification 2 Titles:**

Head Custodian  
 PC/Equipment Support Technician  
 Assistant  
 Program Secretary  
 Project Coordinator  
 Transportation Services Coordinator

**Classified 2021-2022 Increase 1/2% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	18.90	21.00
8	18.99	21.11
9	19.08	21.23
10	19.18	21.35
11	19.30	21.45
12	19.39	21.55
13	19.48	21.66
14	19.58	21.77

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.

**2021-2022 Clerk Non-Stepping and Off Schedule Salary Schedule**

**Clerk Classification 1 Title:**

Materials Handler

**Clerk Classification 2 Titles:**

Materials Clerk/Typist  
 Data Entry Clerk

**Clerk 2021-2022 Increase 1/2% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2
7.5	11.80	15.13
8	11.85	15.22
9	11.91	15.30
10	11.97	15.37



**2021-2022 Para-Educator Non-Stepping and Off Schedule Salary Schedule**

**Para-Educator Classification Titles:**

Para-Educator, Behavior Support

Para-Educator, Brailist

Para-Educator, Career-Technical Education

Para-Educator/Sign Language Assistant

Para-Educator, Special Education Programs

**Para-Educator 2021-2022 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification HS	Classification HS+30
7.5	21.97	23.05
8	22.08	23.17
9	22.18	23.29
10	22.29	23.42
11	22.40	23.53
12	22.52	23.65
13	22.63	23.77
14	22.74	23.90

**2021-2022 Technology and Specialist Non-Stepping and Off Schedule Salary Schedule**

**Technology and Specialist Classification 1 Titles:**

General Maintenance Coordinator  
PC/Equipment Support Technician I

**Technology and Specialist Classification 2 Titles:**

Application Support Specialist  
Business Office Support Specialist I  
Certified Occupational Therapist Assistant\*  
Licensed Practical Nurse\*  
PC/Equipment Support Technician II  
Physical Therapist Assistant \*  
Project Specialist I

**Technology and Specialist Classification 3 Titles:**

Apple Systems Specialist  
Business Office Support Specialist II  
Maintenance and Operations Specialist  
Network Operations Specialist  
Project Specialist II  
Systems Specialist  
Video Specialist

**Technology and Specialist 2021-2022 Increase ½% Non-Stepping and Off Schedule**

Off Schedule Steps	Classification 1	Classification 2	Classification 3
7.5	24.35	26.05	27.83
8	24.47	26.18	27.98
9	24.59	26.30	28.12
10	24.71	26.43	28.26
11	24.81	26.56	28.39
12	24.95	26.70	28.53
13	25.07	26.83	28.67
14	25.20	26.96	28.81

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.

\* Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

- D. Salary schedules for Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants shall increase in 2019-2020 by 1/2% on schedule, in 2020-2021 by 1/2% on schedule, and in 2021-2022 by 1/2% off schedule.

2019-2020 Increase ½%	Bus Driver	Transportation Aide	Transportation Aide/Sign Language
0	13.98	10.65	11.02
1	14.40	10.93	11.37
2	14.82	11.24	11.40
3	15.27	11.56	12.06
4	15.74	11.87	12.41

2020-2021 Increase ½%	Bus Driver	Transportation Aide	Transportation Aide/Sign Language
0	14.05	10.70	11.08
1	14.47	10.98	11.43
2	14.89	11.30	11.46
3	15.35	11.62	12.12
4	15.82	11.93	12.47

2021-2022 Increase ½% Off Schedule	Bus Driver	Transportation Aide	Transportation Aide/Sign Language
0	14.12	10.75	11.14
1	14.54	11.03	11.49
2	14.96	11.36	11.52
3	15.43	11.68	12.18
4	15.90	11.99	12.53

Transportation employees who reached the maximum step in their salary schedule in 2018-2019 (step 4) or were paid as non-stepping and off schedule in 2018-19 remain at the maximum step in their salary schedule or in the same non-stepping/off schedule salary step from 2018-2019. Hourly rates for 2019-2020 through 2021-2022 are listed in the salary schedules below. There are no Transportation Aide/Sign Language Assistants in 2019-2020.

2019-2020 Increase ½% Off Schedule	Bus Driver	Transportation Aide
3.5	15.82	11.92
4	15.90	11.97
5	15.97	12.03
6	16.05	12.08
7	16.13	12.13

2020-2021 Increase ½% Off Schedule	Bus Driver	Transportation Aide
3.5	15.90	11.98
4	15.98	12.03
5	16.05	12.09
6	16.13	12.14
7	16.21	12.19

2021-2022 Increase ½% Off Schedule	Bus Driver	Transportation Aide
3.5	15.98	12.04
4	16.06	12.09
5	16.13	12.15
6	16.21	12.20
7	16.29	12.25

E. Bonus Pay Stipend

For the 2019-2020 school year only, all transportation employees who have reached five (5) or more years of employment service with GISD and all other employee classifications who have reached nine (9) or more years of service with GISD shall receive an \$800 bonus pay stipend, subject to applicable payroll withholding taxes, to be included in the first pay of December. This Bonus Pay Stipend provision ends on June 30, 2020.

F. Attendance Performance Compensation

For the 2020-2021 and 2021-2022 school years only, employees shall be eligible for an Attendance Performance Compensation based on the employee's attendance record in the previous school year. For the purpose of Attendance Performance Compensation, one (1) day's absence is based on the hours in an employee's regular assignment.

*(Example: The employee's regular assignment is 8.0 hours/day. The employee is absent 4.0 hours one day and 4.0 hours a second day. These absence hours combined equate to one (1) day's absence).*

Absence reasons that do not count against the employee's eligibility for the Attendance Performance Compensation are limited to: (a) union business, (b) jury duty, (c) approved conferences paid by GISD, (d) pre-approved vacation not used in conjunction with any leave of absence (extended or daily), and (e) compensatory time used. Attendance Performance Compensation is subject to applicable payroll withholding taxes.

For 2020-2021, the Attendance Performance Compensation will be included in the first pay of December 2020 and reflect back on the 2019-2020 recorded attendance. For 2021-2022, the Attendance Performance Compensation will be included in the first pay of December 2021 and reflect back on the 2020-2021 recorded attendance.

The final payment for the Attendance Performance Compensation will be December 2021 at which time this provision expires.

Attendance Performance Compensation shall be awarded to employees in the following amounts based on the following criteria:

1. For 2020-2021, Transportation employees with five (5) or more years of employment service with GISD, and all other classifications with nine (9) or more years of employment service with GISD. Years of service shall be determined based on an employee's most recent hire date:

Days Absent	Incentive Amount
0 – 3 days	\$1,000
4 days	\$500
5 days	\$250
6 or more days	\$0
6 or more tardies ** (regardless of absences)	\$0

N. For 2021-2022, Transportation employees with zero (0) to four (4) years of employment service with GISD and all other classifications with zero to eight (8) years of employment service with GISD. Years of service shall be determined based on an employee's most recent hire date:

Days Absent	Incentive Amount
0 – 3 days	\$500
4 days	\$250
5 days	\$125
6 or more days	\$0
6 or more tardies ** (regardless of absences)	\$0

\*\* It is the responsibility of the employee to arrive and report to work at the beginning of the scheduled workday or shift. Arriving to work any time after the beginning of the scheduled workday or shift is considered tardy. Each tardy incident shall count against eligibility for the Attendance Performance Compensation. Please note that arriving to work any time after the start of an employee's workday or shift will require the employee to complete a *Report of Absence*. Employees arriving to work 10 or more minutes late shall be required to use accrued time in 15 minute increments.

## Article XXI

### Calendar Guidelines

Building principals/program administrators are responsible for involving employees in the development of the building/school year calendars. Para-educators (all categories), Licensed Practical Nurses, Physical Therapist Assistants, and Certified Occupational Therapist Assistants have a basic work year of 185 days. Staff at MCIC will have a basic work year of 205 days. The 185/205-work day annual building/school year calendars for these classroom employees will/may include evening hours equal to one of the work days. Work schedules for Transportation employees will be consistent with building/school year calendars and transportation routing. Paid holidays for these employees shall be in accordance with Article XXII, Holiday Schedules, below.

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.

Calendars for employees on the Classified, Clerk, and Technology and Specialist salary schedules working less than 52 weeks will be consistent with Article XIII, Vacations, Section C, and with the Genesee County Schools Common Calendar, except that President's Day and Spring Break are work days for employees on these salary schedules. Paid holidays shall be in accordance with Article XXII, Holiday Schedules, below for eligible employees.

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). These dates will be utilized in the development of calendars for individual employees working less than 52 weeks and for building and/or program calendars for classroom staff.

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

#### Monday, Labor Day

2019-2020	September 2, 2019
2020-2021	September 7, 2020
2021-2022	September 6, 2021

B. Winter Break

#### Winter Break Begins

2019-2020	Monday, December 23, 2019
2020-2021	Wednesday, December 23, 2020
2021-2022	Thursday, December 23, 2021

C. Martin Luther King Day (third Monday in January)

#### Monday, Martin Luther King Day

2019-2020	January 20, 2020
2020-2021	January 18, 2021
2021-2022	January 17, 2022

- D. 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, Presidents Day</u>
2019-2020	February 14, 2020	February 17, 2020
2020-2021	February 12, 2021	February 15, 2021
2021-2022	February 18, 2022	February 21, 2022

- E. Spring Break begins on the Monday of the last week in March.

	<u>Spring Break Begins/Thru</u>	<u>Good Friday</u>
2019-2020	March 30 through April 3, 2020	April 10, 2020**
2020-2021	March 29 through April 2, 2021	April 2, 2021
2021-2022	March 28 through April 1, 2022	April 15, 2022**

\*\*Good Friday is separate from Spring Break.



## Article XXII

### Holiday Schedules

#### A. Classified, Clerks, Technology/Specialists

<b><u>2019-2020</u></b>	Independence Day	Thursday	July 4, 2019
	Labor Day	Monday	September 2
	Thanksgiving Day	Thursday	November 28
	Day after Thanksgiving	Friday	November 29
	Christmas Eve	Tuesday	December 24
	Christmas Day	Wednesday	December 25
	New Year's Eve	Tuesday	December 31
	New Year's Day	Wednesday	January 1, 2020
	Martin Luther King Jr. Day	Monday	January 20
	Friday before Easter	Friday	April 10
	Memorial Day	Monday	May 25
<b><u>2020-2021</u></b>	Independence Day Holiday	Thursday	July 2, 2020
	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, 2021
	Martin Luther King Jr. Day	Monday	January 18
	Friday before Easter	Friday	April 2
	Memorial Day	Monday	May 31
<b><u>2021-2022</u></b>	Independence Day Holiday	Monday	July 5, 2021
	Labor Day	Monday	September 6
	Thanksgiving Day	Thursday	November 25
	Day after Thanksgiving	Friday	November 26
	Christmas Eve	Friday	December 24
	Christmas Day Holiday	Monday	December 27
	New Year's Eve	Friday	December 31
	New Year's Day Holiday	Monday	January 3, 2022
	Martin Luther King Jr. Day	Monday	January 17
	Friday before Easter	Friday	April 15
	Memorial Day	Monday	May 30

Employees required to work Martin Luther King Jr. Day shall be given an alternate day off to be used before June 30.

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 12, 2020; April 4, 2021; and April 17, 2022. Double time is subject to the conditions in Article XIX, Wages, Calendars and Holidays, Section C.

- B. Para-Educators (all categories), Licensed Practical Nurses, Physical Therapist Assistants, and Certified Occupational Therapist 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, Early Learning Center, Day Treatment Program, and Transition Center; Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants

<b><u>2019-2020</u></b>	Independence Day	Thursday	July 4, 2019
	Labor Day	Monday	September 2
	Thanksgiving Day	Thursday	November 28
	Christmas Day	Wednesday	December 25
	New Year's Day	Wednesday	January 1, 2020
	Martin Luther King Jr. Day	Monday	January 20
	Friday before Easter	Friday	April 10
	Memorial Day	Monday	May 25
<b><u>2020-2021</u></b>	Independence Day Holiday	Thursday	July 2, 2020
	Labor Day	Monday	September 7
	Thanksgiving Day	Thursday	November 26
	Christmas Day	Friday	December 25
	New Year's Day	Friday	January 1, 2021
	Martin Luther King Jr. Day	Monday	January 18
	Friday before Easter	Friday	April 2
	Memorial Day	Monday	May 31
<b><u>2021-2022</u></b>	Independence Day Holiday	Monday	July 5, 2021
	Labor Day	Monday	September 6
	Thanksgiving Day	Thursday	November 25
	Christmas Day Holiday	Monday	December 27
	New Year's Day Holiday	Monday	January 3, 2022
	Martin Luther King Jr. Day	Monday	January 17
	Friday before Easter	Friday	April 15
	Memorial Day	Monday	May 30

Independence Day is paid only to the Para-educators (all categories), Licensed Practical Nurses, Physical Therapist Assistants, and Certified Occupational Therapist Assistants, Bus Drivers, Transportation Aides, and Transportation/Sign Language Assistants working at MCIC, Transition Center, Early Childhood Programs and Services, Early Learning Center, and Elmer A. Knopf Learning Center provided the employee worked the last day of the previous school year or the first day of the current school year.

## **Article XXIII**

### **Duration of Agreement**

This Agreement for 2019-2020, 2020-2021, and 2021-2022 ratified by the Board on May 28, 2019, shall be effective for the period of July 1, 2019 through June 30, 2022. 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**

Jerry G. Ragsdale, President

Dr. Lisa A. Hagel, Superintendent

### **Genesee Intermediate Educational Support Personnel Association**

Debra M. Marien, President

Bruce Jordan, MEA UniServ Director