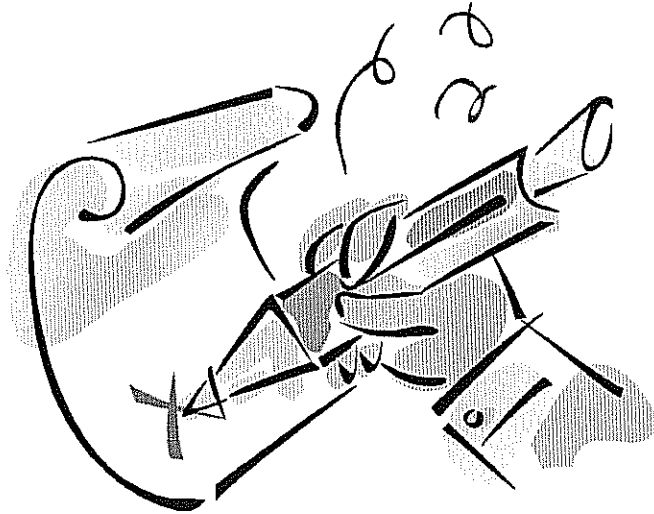


GCESA

The Garden City Educational Secretaries Association



Secretaries ~ Paraprofessionals ~ Classroom Aides

2008-2012 Contract Agreement

Between

The Garden City Educational Secretaries Association

And

The Garden City Board of Education

Of

The School District of the City of Garden City

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PREAMBLE

This Agreement is entered into by and between the Board of Education of the School District of the City of Garden City, Michigan, hereinafter called the "Board" and the Garden City Educational Secretaries' Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its secretarial personnel with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 – Recognition

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965, for all educational secretaries and all personnel working in a regular capacity and engaged in secretarial and clerical work (including Bookkeepers, Aides to Special Programs, Teaching Assistants, Instructional Materials Center Paraprofessionals, Head Start Home Visitors, Special Education Job Coach and related service functions) but excluding the following Executive Personnel: Secretary to Superintendent of Schools; two (2) Secretaries to Associate Superintendent of Schools, and one (1) Secretary to the Office of Personnel and Labor Relations coming within the bargaining unit as established by recognition of the Association letter at the March 22, 1966 Board Meeting, thereby accepting the Garden City Educational Secretaries' Association as the sole bargaining agent for secretarial negotiations. All employees represented by the Association in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "employees", and reference to female personnel shall include male personnel so employed.
- B. The Board agrees not to negotiate with any educational secretaries' organization other than the Association for the duration of this Agreement.
- C. Within forty (40) scheduled workdays of the beginning of their employment hereunder, employees may voluntarily sign and deliver to the Board an assignment authorizing deduction of membership dues or assessments of the Association upon such conditions as the Association shall establish. Such sum or sums shall be deducted from the regular salaries of member employees and shall be remitted immediately to the Association. Such dues may be prorated over two (2) consecutive pay periods at the request of the individual member.

The annual dues of active members shall be deducted in two equal payments, i.e., one-half the last pay period of September and the remaining half the first pay period of October, or the first two applicable pay periods of the program for which they are hired. The employee may withdraw her authorization of payroll deduction of dues by submitting a two (2) week advance written notification to the Payroll Department. The Association will indemnify and save harmless the Board of Education for all sums improperly checked off and remitted to the secretaries' organization, plus any costs including attorney's fees, incurred by the Board in connection therewith.

- D. In the event that any employee does not become a member of the Association, such employee shall, as a condition of continuation of employment by the Board,

cause to be paid to the Association a representation fee equal to the dues and assessments of the Association (to the extent permitted by the Public Employees' Relations Act). In the event that any employee has failed to cause such representation fee to be paid by October 1 of each year (or thirty days from the Program starting date for part-time Adult Education School Aides or on the completion of the probationary period if a new employee), the Association shall so notify the Board in writing and the Board shall terminate her employment within thirty (30) days from the date such written notice is received. The failure of an employee to become a member of the Association or cause the required representation fee to be paid to the Association within the specified time limits is hereby deemed to be just cause for termination of employment by the Board.

In any case where an employee contests termination of employment under this section, the Association shall indemnify and save harmless the Board from any and all costs (including, but not limited to, attorney fees, judgments and back wages) related to such termination.

ARTICLE II – Board of Education Rights

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations, policies and practices as it may deem necessary shall be limited only by the terms of this Agreement.

ARTICLE III – Employees’ Rights

- A. The Association and its members shall have the right to use schools building facilities at all reasonable hours for Association meetings, if not inconsistent with school days or prior scheduled activities, provided there is no cost to the Board. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.
- B. The Board agrees to furnish the Association, in response to request, all reasonably available information concerning the financial resources of the District, tentative budgetary requirements, allocations, and such other information as may assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Association, provided such information has been approved for release by the Superintendent. The Association recognizes that in many instances the District is dependent on outside sources for information. In such instances, requested information will be provided to the Association as soon as it is available to the District. Upon request, the Board shall inform the Association of any new or modified fiscal, budgetary or tax programs; construction programs, or major revisions of educational policy which are proposed or under consideration so as to give the Association an opportunity to make recommendations concerning such.
- C. Employees shall be entitled to full rights of citizenship; no religious or political activities of any employee, consistent with common American practice or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, handicap, marital status or membership in or association with the activities of the Association.
- E. Employees may review contents of their personnel file upon request. An employee may have placed in her personnel file a rebuttal of her explanation of a document in her personnel file, which she regards as detrimental.
- F. Except as provided below, employees will not be required to administer medication of any kind to students. These employees shall, however, upon request of their immediate administrator, serve as witness to the administration of medication when properly authorized and administered by a teacher or administrator.

1. Bargaining unit members working as Job Coaches in the Autistic Program may be required by the District to store student medication while transporting students. However, said members will not be required to administer medications, or in any way assist in administering medications, or to prepare or replace medications; nor will said members have any responsibility as to whether, how or when students take their medications.

The School District shall post and provide a copy to each Job Coach a current list of the medications which are to be stored for each student.

2. Job Coaches storing medications for students while being transported to and from job sites as well as at the job site shall be considered to be performing this task as a requirement of their job. This requirement is to ensure that individuals who perform the role of Job Coach are, therefore, protected by the District's liability policy to the coverage limit of five million dollars (\$5,000,000).
- G. Employees shall not be required to transport students in their private cars.

ARTICLE IV – Compensation

- A. The salaries of members employed as of June 30, 2004 shall be determined by:
1. For the period July 1, 2004 to January 30, 2005 the G.C.E.S.A. 2003-2004 Salary Schedule Level V (40) weekly rate shall be increased by 1%. The remaining steps of the G.C.E.S.A. Salary Schedule, except Level V (35), shall be determined by applying the internal salary index as reflected on the 1994-95 Salary Schedule. Level V (35) steps shall be determined by multiplying Level V (40) weekly rate by 35/40 at each step.
 2. For the period January 31, 2005 to June 30, 2005, the G.C.E.S.A. July 1, 2004-January 30, 2005 Salary Schedule Level V (40) weekly rate shall be increased by 2%. The remaining steps of the G.C.E.S.A. Salary Schedule, except Level V (35), shall be determined by applying the internal salary index as reflected on the 1994-95 Salary Schedule. Level V (35) steps shall be determined by multiplying Level V (40) weekly rate by 35/40 at each step.
 3. For the 2005-2006 the Salary Schedule Level V (40) weekly rate shall be increased by 1.5%. The remaining steps of the G.C.E.S.A. Salary Schedule, except Level V (35), shall be determined by applying the internal salary index as reflected on the 1994-95 Salary Schedule. Level V (35) steps shall be determined by multiplying Level V (40) weekly rate by 35/40 at each step.
 4. A pay freeze will be in effect for the 2006-2007 school year. Members will continue to receive step increases.
 5. A pay freeze will be in effect for the 2007-2008 school year. Members will continue to receive step increases. There will be one day without pay for every member spread over the number of pays the individual receives (based on the position the employee occupies on the first day of his work year). For 41-week employees, their year will be 40 weeks and 4 days to accommodate this loss of one day of pay and their work year will end the Thursday of the last week of school. For all other employees, one day during mid-winter break will be the “non-pay” day
 6. A pay freeze will be in effect for the 2008-2009 school year. Members will continue to receive step increases.
 7. It is understood that there will be salary re-openers for 2009-2010 and 2010-2011. Members will continue to receive step increases.

The salaries for employees hired on or after July 1, 2000 shall be determined by the following:

Effective July 1, 2000 and continuing for the duration of this Agreement, the G.C.E.S.A. Salary Schedule in effect for the 1999-2000 school year shall remain in effect, unchanged, and be applicable without modification to members newly hired to begin work in any Association represented positions during the life of this Agreement.

- B. The weekly rates of pay shown on the Salary Schedules are based on full-time, forty- (40) hour weekly, employment in the specified positions. The Salary Schedules for the Teaching Assistants to the Autistic Program are based on a thirty-five (35) hour weekly employment. Any full-time employee regularly employed on a continuing basis of twenty (20) or more hours per normal work week shall be compensated on a prorated rate of pay. Part-time Adult Education School Aides shall be compensated as noted on the Salary Schedule.
- C. The employees shall be paid time-and-one-half for all work approved by the immediate supervisor in excess of forty (40) hours in any one (1) week. For the purpose of computing overtime, the forty- (40) hour work week shall include any holiday therein. If an employee is requested to work on a paid holiday by her immediate supervisor and works such paid holiday, she shall be paid at the rate of double time for all hours worked plus her regular holiday pay.
- D. Work weeks for employees (45-week, 44-week, 42-week, 41-week and part-time).
 - 1. Employees who work forty-five (45) weeks (Middle School, Senior High and Special Education Center Programs) will normally be called in three (3) weeks prior to the Monday of the week tenured teachers are scheduled to report for work and normally finish one (1) week after the close of school.
 - 2. Employees who work forty-four (44) weeks will normally be called in two (2) weeks prior to the Monday of the week tenured teachers are scheduled to report for work and normally finish one (1) week after the close of school.
 - 3. Aides to Special Programs who work forty-one (41) weeks will normally be called in on the same day tenured teachers are scheduled to report and normally finish on the Thursday of the last week of school in June. Aides to Special Programs who work forty-one weeks shall have the option of working on the Friday of the last week of school in June. Individuals exercising such option shall provide written notice to the Building Administrator not later than June 1 of the then current school year. Members who elect this option and fail to report for work shall not be eligible for payment on that day unless vacation or personal business time has been previously approved.

4. Instructional Materials Center Paraprofessionals who normally work forty-two weeks will normally be called in on the same day tenured teachers are scheduled to report and normally finish one (1) week after the close of school.
 5. Part time Adult Education School Aides' hours will be flexible according to their assignment.
- E. The Board shall provide Group Insurance Coverage as described in Schedule B that is attached to and incorporated into this Agreement. Part-time Adult Education School Aides and Head Start Home Visitors are excluded from Group Insurance Coverage.
 - F. An employee who qualifies must be in pay status the work day preceding and the work day immediately subsequent to a holiday to be eligible for payment for the holiday. Part-time Adult Education School Aides who are in pay status the scheduled work day preceding and following Christmas Eve and Christmas Day shall be eligible for holiday pay. Part-time Adult Education School Aides who are in pay status the scheduled work day preceding and following Good Friday and Easter Monday shall be eligible for one day of holiday pay. This payment shall be equal to the employee's average daily rate.
 - G. If any employee receives holiday pay during her probationary period and then does not successfully complete her probationary period, the payment for the holiday(s) will be subtracted from any wages due at the time of termination of employment.
 - H. Whenever an observed legal holiday fall on Tuesday, the preceding Monday shall be a day off with pay. Whenever an observed legal holiday falls on a Thursday, the following Friday shall be a day off with pay.

- I. All regularly employed qualified employees shall be entitled to the following holidays without loss of pay:

| <u>HOLIDAY</u> | <u>2008-2009</u> | <u>2009-2010</u> | <u>2010-2011</u> |
|---|--|--|--------------------------|
| Independence Day | Fri., 7/5 | Fri., 7/3 | Mon., 7/5 |
| Labor Day | Mon. 9/1 | Mon., 9/7 | Mon., 9/6 |
| Thanksgiving Day | Thurs., 11/27 | Thurs., 11/26 | Thurs., 11/25 |
| Friday immediately following Thanksgiving Day | Fri., 11/28 | Fri, 11/27 | Fri., 11/26 |
| Christmas Eve | Wed., 12/24 | Thurs., 12/24 | Thurs., 12/23 |
| Christmas Day | Thurs., 12/25 | Fri., 12/25 | Fri., 12/24 |
| Days between Christmas and New Year's Eve Day | Fri., 12/26; Mon., 12/29; Tues., 12/30 | Mon., 12/28; Tues., 12/29; Wed., 12/30 | Mon., 12/27- Wed., 12/29 |
| New Year's Eve | Wed., 12/31 | Thurs., 12/31 | Thurs., 12/30 |
| New Year's Day | Thurs., 1/1; Fri. 1/2 | Fri., 1/1 | Fri., 12/31 |
| Winter Break | 2/16 – 2/20 | 2/15 – 2/19 | 2/21-2/25 |
| Good Friday | Fri., 4/10 | Fri., 4/2 | Fri., 4/22 |
| Easter Monday | Mon., 4/13 | Mon., 4/5 | Mon., 4/25 |
| Memorial Day | Mon., 5/25 | Mon., 5/31 | Mon., 5/30 |

- J. Effective with the 1993-94 school year, all fifty-two week employees on the full-time seniority list shall be entitled to the regular work days between Christmas Day and New Year's Eve Day as holidays without loss of pay. Ten (10) month employees on the full-time seniority list who previously had to use vacation time during this school recess period shall be entitled to the regular work days between Christmas Day and New Year's Eve Day as holidays without loss of pay. However, said ten (10) month employees shall use the vacation time previously required to be used during this period at a time when students and/or teachers are not in school (i.e., half-day after Parent-Teacher Conferences, Teacher Inservice Days, half-day for teacher planning at the Elementary level, and half-days for final exams).

In the event the District agrees to provide a mid-winter break to any other employees, members on the full-time seniority list of the Garden City Educational Secretaries Association shall be entitled to the same "break days" as provided to other employees without loss of pay.

- K. All ten (10) month employees may elect to be paid on either a twenty-one (21) pay plan or a twenty-six (26) pay plan with the exception of part-time Adult Education School Aides.

- L. Employees who voluntarily do banking and school errands as directed by an administrator shall be reimbursed for mileage on their personal cars at the rate of twenty-two (22) cents per mile. Beginning with the 1994-95 school year, the rate of reimbursement for mileage described in this Section of the Contract shall be the established IRS rate.

GCESA HOLIDAYS - 2011-2012

| <u>HOLIDAY</u> | <u>2011-2012</u> |
|---|-----------------------------------|
| Independence Day | Monday, 07/04 |
| Labor Day | Monday, 09/05 |
| Thanksgiving Day | Thursday, 11/24 |
| Friday immediately following Thanksgiving Day | Friday, 11/25 |
| Christmas Eve | Monday, 12/26 |
| Christmas Day | Tuesday, 12/27 |
| Days between Christmas Day and New Year's Eve Day | Wednesday-Friday 12/28 – 12/30 |
| New Year's Eve | Monday, 01/02 |
| New Year's Day | Tuesday, 01/03 |
| WINTER BREAK | 2/20/12 – 2/24/12** |
| Good Friday | Friday, 04/06 |
| Easter Monday | Monday, 04/09 |
| Memorial Day | Monday, 05/28 |

**** Per current contract language (Article IV, Section J, Paragraph 2):**

*“In the event the District agrees to provide a mid-winter break to any other employees, members on the full-time seniority list of the Garden City Educational Secretaries Association shall be entitled to the same “break days” as provided to other employees without loss of pay”. All members on the **full time** GCESA seniority list are entitled to winter break off without loss of pay and are not required to use vacation or personal business time. These days will be treated the same as holidays.*

ARTICLE V – Hours of Work

- A. The normal work day shall be eight (8) hours per day. The normal work week shall be forty (40) hours per week, Monday through Friday, and shall begin on Monday. The normal work day for full-time Teaching Assistants to the Autistic Program shall be seven (7) hours per day. The normal work week for Teaching Assistants to the Autistic Program shall be thirty-five (35) hours per week, Monday through Friday, and shall begin on Monday. The part-time Adult Education School Aides' hours will vary according to their assigned programs.

- B. The Board recognizes the principle of standard forty- (40) hour work week and will attempt to set work schedules accordingly. The Administration will not regularly require employees to work in excess of such standard work week. It shall be noted that on many occasions there will be a need for a part-time, four (4) hours per day employee to work additional hours to partially cover for an absent full-time employee or for additional work load. Although such an overtime assignment is not mandatory, persons in or seeking part-time employment assignments must realize that their availability to accept such overtime assignments stabilizes the work process. Likewise, it is noted that on occasion there will be a need for full-time employees to work additional hours to expedite an additional work load. Although such an overtime assignment is not mandatory, such overtime assignments stabilize the work process. Any employee who performs such overtime in addition to their normal work day shall be compensated with overtime pay at time and one-half per hour. A member may accumulate compensatory time with permission of the member's supervisor at the rate of one hour for every hour of overtime if the member works less than 40 hours for that week. If a member works over 40 hours, compensatory time will be given at the rate of one and one half hours for every hour worked in excess of 40 hours.

- C. All employees shall be entitled to a duty-free lunch period of not less than one-half (1/2) hour or more than one (1) hour. This lunch period is to be recognized as their own free time. Specific lunch time is to be approved by the immediate administrator. Program Aides and Teaching Assistants will receive compensatory time for lost lunch periods. Compensatory time earned due to the above is to be used when no sub is needed.

- D. In the event the Board should decide to close the schools on a day negotiated as a work day, because of weather or public health conditions, it shall be considered a regularly scheduled work day or portion thereof and paid as such. Employees on approved vacation shall be excluded from this section.

- E. Fifteen (15) minutes of work break time for personal needs, relaxation and refreshment shall be provided for each employee during the morning and during the afternoon tour of duty; fifteen (15) minutes during the day's tour of duty for a part-time (four-hour) employee. The break time shall be approved by the employee's immediate administrator.
- F. The President of the Garden City Educational Secretaries' Association shall be released from work duties for a maximum of seven (7) days per year for Association business. This time is to be used for Association business NOT to include meeting with administration and grievance meetings. A substitute, qualified to continue to perform the work duties of the President, shall be provided during such released time. Documentation of days and hours used for Association business by the President and availability to the Superintendent shall be provided to the Superintendent on a quarterly basis.
- G. The Personnel Office will not provide a substitute for employee absences for the following positions: Purchasing Clerk, Accounting Clerks, Payroll/Insurance Clerks, Business Office Secretary and Data Processing Coordinator/Student Services unless required to do so by the appropriate administrator.

All Level I – V members who are unable to report for work due to illness of personal business shall contact the District absence line and inform the sub caller of their absence. The District absence secretary shall then notify the appropriate building/department administrators. In the event of an absence of a GCESA member (Level I – IV) it shall be up to the immediate supervisor to determine whether or not a substitute is required at that particular time. It is understood that, if that amount of substitute time is not utilized on the day of absence, at the discretion of the administrator that amount of substitute time may be utilized as additional time later in the school year.

In those instances where it has been determined to provide a substitute and in those cases when the Personnel Office is not able to secure a sufficient number of substitutes to cover relevant absent positions, then, GCESA members who are regularly scheduled in less than full time positions shall be offered the opportunity to work as a substitute and to continue to receive their regular hourly rate. Having taken these steps, if there are still absences which cannot be covered, the following priority for substitute placement shall be followed: Personnel Secretary, Teacher Aides, Transportation Secretary, Central Office Switchboard Operator, Elementary School Secretaries (including Burger and Paraprofessionals), Middle School Secretaries, High School Secretaries, Adult Education Secretaries, Central Office Secretaries.

ARTICLE VI – Work Loads and Assignments

- A. The Administration shall take measures to make uniform and stabilize work assignments and work loads and to clarify the relationships between employees and those from whom she receives work assignments by maintaining an updated general job description for each bargaining unit position. It is recognized that general job descriptions are intended to provide an indication of the type of tasks people perform and not a complete itemization of the job. General job descriptions shall be attached to all job postings. The Administration shall notify the Association at least ten (10) days in advance of any contemplated major and permanent changes in job descriptions so as to give the Association an opportunity to make recommendations to the Administration concerning such changes before such changes are implemented.

- B. All full-time employees shall be given notice of tentative assignment for the following year no later than May 21. However, it is understood that such assignments are subject to change as the personnel needs of the District change.

- C. Members may bid for vacant positions utilizing the established bid procedures between May 21 and the date upon which only Level V positions remain unfilled. Upon arriving at the point where only Level V positions remain, the District shall provide written notice to the Union and each member yet to be assigned. Such notice shall identify positions remaining to be filled and the date (within five business days of the date of the notice), time and location of a bid meeting scheduled for the purpose of completing all open assignments. On the identified date and at the specified time, unassigned Members shall report to the specified meeting location and shall select, based upon their relative seniority and appropriately documented skills, from the then remaining vacant positions. Unassigned Members who do not attend this placement meeting shall have their position selected for them by their Union representative. The failure on the part of the Union to make such selection in a timely manner shall result in the District making a unilateral assignment for the Member. The goal of the utilization of this process shall be that no Members remain unassigned at the end of that day.

It is understood that positions that may become vacant (after the official notice referenced above has been provided) shall continue to be bid according to the normal bid process which provides that Members may bid at any time to a promotional position that becomes posted. Members assigned as Title I Aides, 1:1 Aides, Overload Aides and/or Job Coaches may also bid at any time to secure a position that offers greater job security. Except as provided above, Members

shall be limited to one (1) successful bid opportunity per year for the purpose of making a lateral move or a move to a position at a lower level.

Members bidding positions within the Autistic Program shall bid either the Children's Unit or the Adult Unit. In preparation for the start of each school year, Administrators in the Autistic Program shall make a specific class assignments within the Children and Adult Units.

D. Building Staffing (Baseline 2006-2007 School Year)

- a. Elementary: <400 FTE Elementary Students = 1.0 FTE Clerical; 400-599 FTE Elementary Students = 1.5 FTE Clerical; \geq 600 FTE Elementary Students = 2.0 FTE Clerical
- b. Middle School and High School: + or - .5 Clerical for every student enrollment change of 250 students.

ARTICLE VII – Vacancies and Promotions

Recommendations to specific positions or assignments are the responsibility of the Administration. Hiring and placement are exclusively the prerogative of the Board.

- A. Whenever a vacancy in any clerical or aide position in the District occurs, the Personnel Office will publicize the same by providing notice of vacancy to each employee within five (5) working days. During the summer period, notices will be posted at the Central Office with a copy to the President of the Association. During the summer, any employee may receive notices of vacancies by providing stamped, self-addressed envelopes. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) school days during the school year and twelve (12) business days during the summer period. The position will be filled within ten (10) working days after the posting is up.

- B. Any employee may submit an application or transfer to a vacant or promotional position within the process indicated in “A” above. Part-time Adult Education School Aides will be given consideration for employment. An employee who has applied for a vacancy and is not awarded the position will be notified in writing within two (2) scheduled work days after the position is filled that she has not been awarded said position. The Board declares its support of a policy of promotions from within its own staff. In filling any vacancy, due weight will be given to background, attainment, skills and other relevant factors. An applicant with less service in the system or any outside applicant shall not be awarded a position unless her qualifications are superior. An employee who is not awarded a requested transfer may request a conference with the Director of Personnel and Labor Relations at which representatives of the Association may be present. At such conference, the reasons as to why the requested transfer was not awarded will be given. The Board retains the right to employ outside applicants to fill vacancies.

- C. As used in this Contract, a new position shall mean the establishment of a totally new position of employment.

- D. An employee filling a temporary vacancy and assuming a higher classification responsibility shall receive the rate of pay commensurate with the higher classification starting with the fifth (5th) consecutive working day in that position and retroactive to the first day.

- E. All vacancies will be subject to the bid process, and all employees are encouraged to train and prepare for promotional opportunities. The parties agree and understand that it is the sole responsibility of the employee to secure and maintain

necessary skills to qualify for any position which may become vacant. However, any additional skill training required by the employer once an employee has secured a particular position shall be provided at Board expense.

- F. All full-time ten (10) month employees of the Garden City Educational Secretaries' Association shall be considered before any outside applicants for summer school job openings; each classification (Secretary, IMC Paraprofessional, Aide to Special Programs and Teaching Assistants) shall have first chance at a position in their unit. Then the position shall be opened up to the other classifications of employees within the unit who qualify.

Summer School positions shall be bid with the option of twinning subject to administrative review. Members working a summer program shall be paid at the current rate of the position which they have been awarded, not at the rate of their full-time position, except where it conflicts with language in Article XIX.

- G. Effective July 1, 2000 seniority shall be determined in accordance with the following procedure:
 - 1. On July 1, 2000, the seniority relationship for current G.C.E.S.A. Members shall be established as per the Master Agreement provisions in effect as of June 30, 2000.
 - 2. Thereafter, each July 1, G.C.E.S.A. Members (other than those newly employed during the preceding July 1-June 30 school year) having worked at least one day of their work assignment or having been paid for at least one day of such schedule under Worker' Compensation or District sick leave or STD, shall be provided with an additional year of seniority credit.
 - 3. Effective July 1, 2000, G.C.E.S.A. Members newly employed during the preceding July-June 30 school year shall have their initial seniority established in the order of the total number of weeks and days worked during the school year in which they were hired. For the subsequent July 1-June 30 school year and each school year thereafter, additional seniority will be determined in accordance with the provisions described in Section 2, preceding.

STD and Sick Leave = Full Seniority Entire Time
Worker's Compensation = Full Seniority Entire Time
LTD = No Seniority
Unpaid Leave of Absence = No Seniority

The seniority list will contain the same information as shown on the June 30, 2000 seniority list.

- H. Placements are to be administered fairly and objectively without personal preference or prejudice. Unrequested transfers of employees are to be minimized and avoided whenever possible.
- I. Not later than May 21 of each year, the Personnel Office shall distribute to each member the current year seniority list and each individual member shall receive a personal statement of their skill competencies as recorded in the Personnel Office files.

Employee skill competencies (including Math and English) may be updated throughout the year. However, updated skills will be considered in connection with the posted position only if the updated skill information is provided to the Personnel Office by the established date of the posting deadline.

ARTICLE VIII – Discharge and Demotion

- A. When a full-time employee is hired, she will serve a probationary period of forty (40) scheduled work days. Within five (5) scheduled work days of the 40th scheduled work day, the Administration, with just cause, may extend the probationary period for an additional twenty (20) scheduled work days by notifying the President of the Association in writing. This section is exclusive of part-time Adult Education School Aides.

- B. When a part-time Adult Education School Aide is hired, she will serve a probationary period of six (6) scheduled work weeks. Within one (1) scheduled work week of the sixth (6th) scheduled work week, the Administration, with just cause, may extend the probationary period for an additional three (3) scheduled work weeks by notifying the President of the Association in writing.

- C. Discharge or demotion of any employee shall be made only for cause sustained by facts.

- D. In the event any employee shall be suspended or discharged from employment and believes she has been dealt with unjustly, such suspension or discharge shall constitute a case to be handled in accordance with the grievance procedure hereinafter set forth.

ARTICLE IX – Return Rights

Any employee who shall accept an Executive Personnel Position and shall later return to bargaining unit status shall:

1. Retain seniority earned prior to acceptance of the Executive position.
2. Remain in reserve/unassigned status until she successfully bids an open position.

ARTICLE X – Resignation

- A. Any employee desiring to resign shall file a letter of resignation with the Personnel Office at least two (2) weeks prior to the effective date.
- B. Any employee who discontinues her service in accordance with the provisions of “A” above does not forfeit her right to be paid for earned vacation time.
- C. Any employee who has resigned her position and at a later date is reemployed can, at the time of rehiring, be allowed up to two- (2) year’s credit on the Salary Schedule for previous experience in the Garden City School System. Such employee shall be considered a probationary employee and must complete probationary requirements as stated in ARTICLE VIII, Section A.

ARTICLE XI – Leave Pay

A. Sick Leave

1. Days of sick leave shall be twelve (12) days per calendar year for full-time, twelve (12) month employees and prorated for other employees at one (1) day per month for each calendar month of employment. [June and August combined normally constitutes one (1) work month for ten (10) month employees when calculating sick leave]. A regularly employed person working twenty (20) or more hours per week but less than forty (40) hours per week receives one-half (1/2) of the sick leave allowance. Part-time Adult Education School Aides will receive one paid sick day per month. A “sick day” is interpreted as a number of hours for which each individual is normally scheduled on a daily basis.
2. Unused sick days shall be cumulative without limit. During the month of October, employees shall be given a written statement of their leave day balance as of the end of the previous school year.
3. In calculating sick leave:
 - a. For twelve (12) month employees: A bank of twelve (12) days per calendar year, beginning July 1.
 - b. For full-time ten (10) month employees: A bank of ten (10) days per school year beginning with the official reporting date of the school year.
 - c. For regular part-time employees: One-half (1/2) of the appropriate bank of respective days in “a” and “b” above.
 - d. A full-time employee must be in pay status for fifteen (15) working days of any calendar month in order to earn a sick day for that month. Calculation of this provision for ten (10) month employees during the months of June and August will be determined on a prorata basis. (Part-time Adult Education School Aides must be in pay status 75% of a prorated month depending on the schedule of the program.
 - e. A full-time employee who works the Summer School Program shall receive one (1) sick day per month to be entered into their bank of sick days as the number of hours they work for one (1) day during the summer [i.e., if an employee works six (6) hours on a normal work day,

she shall earn six (6) hours of sick time per month for the Summer School Program].

4. A part-time employee who works fifteen (15) days of the scheduled work days in a month as an eight (8) hour employee shall receive one-half (1/2) sick leave day above her normal accumulation for that month.
5. Sick leave is limited to:
 - a. Personal illness
 - b. Emergency in the immediate family (to include only illness, accident or death). In this case, the leave shall be limited to twenty (20) working days per incident, which can be extended under unusual circumstances.
 - c. The family shall be defined as spouse, children, foster children, stepchildren, parents, grandparents, brothers, sisters, in-laws (sons, daughters, mother, father, grandparents, brothers and sisters), and dependents living within the household.
6. A full-time employee who takes an extended sick leave for more than eight (8) consecutive working days [or a part-time Adult Education School Aide for more than six (6) consecutive working days] shall provide a certificate from her physician substantiating the medical disability and authorizing her return to work before returning to work. The Board may require earlier certification of medical disability at the Board's expense.
7. Employees returning to work from a leave of absence or child care leave within the authorized period of leave shall retain previously accumulated sick leave.
8. Any employee who is absent because of a line-of-duty injury or disease compensable under Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular salary for a maximum period of forty (40) weeks (which would normally be worked by the employee) per incident, with no subtraction of sick leave after the employee becomes eligible for Workers' Compensation loss of time benefits. Beginning with week forty-one (41) the employee will receive only the Worker's Compensation check.
9. An employee must complete her probationary period in order to be eligible for sick leave benefits. However, should an employee terminate or be discharged

before the completion of the probationary period, used sick leave paid shall be deducted from the last pay and/or shall be repaid the District.

B. Personal Business Leave

1. Twelve (12) month employees are allowed three (3) days per full working year with full pay as personal business leave. Ten (10) month employees are allowed two (2) days per full working year with full pay as personal business leave. (Part-time Adult Education School Aides are allowed one (1) day per full working year with full pay as personal business leave.)
2. An employee must complete her probationary period in order to be eligible for personal business leave benefits. However, should an employee terminate or be discharged before the completion of the probationary period, used personal business leave paid shall be deducted from the last pay and/or shall be repaid the District.
3. Unused personal business days shall be cumulative as sick days the following year. (Shall not be retroactive as personal business days.)
4. Personal business days shall be granted to the employee when the request has been made to the Personnel Office, in writing, through the building principal or immediate administrator at least twenty-four (24) hours in advance. The granting of such requests will be in the order of approval, but shall not exceed twenty (20) days per calendar month unless approved by the Superintendent or his designee.
5. Emergency personal business leave [without twenty-four (24) hour notice] may be granted at the discretion of the Personnel Office.
6. The day before or after a holiday or vacation period when school is in session may be granted for good cause only at the discretion of the Superintendent or his designee upon presentation of request in advance.

C. The Board shall grant, upon the request of the President of the Association, leave without loss of pay or leave days for employees to attend local, state or national Association activities. These days shall not exceed a number equal to six (6) percent of the membership bargaining unit.

D. It is recognized that emergency circumstances may arise that necessitate a paydock situation when all other leave days have been exhausted. However, it is to be understood that paydock generally is not an acceptable alternative to being at work.

Members who find themselves in a paydock situation and who fail to provide the District with written documentation of the emergency nature of the absence that resulted in paydock subject themselves to discipline. The first occasion of discipline shall result in a verbal reprimand. On the second occasion of discipline a written reprimand will be issued. The third occasion of discipline will result in a one- (1) day suspension without pay. The fourth occasion of discipline shall result in termination.

ARTICLE XII – Leave of Absence

- A. Any employee whose medical disability extends beyond one (1) calendar year may request a leave of absence without pay or fringe benefits, which shall be granted for the period of continued medical disability. The employee shall provide medical evidence of continuing disability to the Personnel Office at least semiannually. After a medical disability period of one (1) year, the position previously occupied by the employee shall be posted for bid according to the procedures specified in Article VII of this Agreement. An employee may return to work at the earliest possible date and as soon as a position for which the employee is qualified becomes available and after presenting to the Personnel Office medical evidence that she can fully perform her duties. Under no circumstance shall another employee be laid off to accommodate the return from leave of another employee.

Upon receiving notice of an employee's ability to return to work without restrictions, the District shall immediately offer the employee the opportunity to work as a permanent Teaching Assistant substitute in the Autistic Program. Members may choose to refuse the substitute position in the Autistic Program and remain on unpaid leave status until a vacancy occurs that they may bid for. Members who have not previously qualified for employment in the Autistic Program shall complete the Teaching Assistant Orientation Program without compensation and shall fulfill the required five (5) days in a regular substitute assignment at sub wages. Once a Member is qualified for and begins such assignment in the Autistic Program, said Member shall be compensated at the Level V bargaining unit rate for all hours worked, shall receive fringe benefits as provided for in this agreement, and shall be eligible for step increase on the same basis as other bargaining unit members. Members in this situation shall bid each and every job posting that is issued until they successfully bid to a regular bargaining unit position. Failure to bid and/or accept a position offered to the Member shall relieve the District's obligation to use the Member as a substitute.

- B. Leaves of absence with pay and/or fringe benefits not chargeable against the employee's allowance shall be granted for the follow reasons:
1. Absence when an employee is called for jury service:
 - a. Employees called for jury duty shall receive the difference between the jury pay and their regular wages during the time they are serving on a jury.
 - b. Effort will be made to provide a substitute for the duration of an employee's absence.

2. Appearance in any judicial or administrative proceedings connected with the employee's employment.
3. An employee shall be granted up to two (2) non-cumulative leave days during a school year to make officially required appearances before governmental agencies (for an incident in which the employee is not personally involved), provided that the Board may intervene to attempt to schedule such appearances so as not to interfere or disrupt the employee's schedule and provided that the Board may grant additional such leave days under extenuating circumstances.

C. Child Care Leave

Maternity leaves and Child Care leaves are subject to the provisions of Section D of the ARTICLE.

- D. An employee on an official leave of any type other than that described in "B" above, shall not accrue any benefits during the period of leave. However, upon her return as an employee, all benefits previously accumulated would be retained and continue in effect. Upon request, an employee shall be paid for earned accumulated vacation leave at the time she begins a leave under this ARTICLE. The Board may grant leaves without pay or benefits for good reasons other than those described in the Agreement. Return from such leaves shall not take priority over return from leaves granted under this Agreement; however, all benefits previously accumulated would be retained and continue in effect. Upon request, an employee shall be paid for earned accumulated vacation leave at the time she begins a leave under this section.
- E. The Board may grant a voluntary leave of absence, upon request, to an employee without pay or fringe benefit, for the purpose(s) not enumerated in this Agreement. Employees may take a voluntary leave of absence of up to one (1) year duration under this provision providing a qualified replacement can be obtained. However, a voluntary leave of absence may not be for a period of less than eight (8) weeks. Furthermore, an employee who is off on a voluntary leave of absence may, prior to its termination, request an extension of the leave of absence, so long as the total leave period does not exceed one (1) year.

The employee may request multiple leaves in a given school year to the extent they do not exceed one (1) year in total.

The employee who has placed her seniority in escrow may continue all fringe benefits by reimbursing the District at the group rate. An employee returning from a leave of absence upon termination of the leave period has the right to bid

on any position in accordance with her seniority, for which the posted bid deadline is within (10) work days prior to the termination date of the leave of absence or thereafter. An employee wishing to return early from a leave of absence may do so only if there is an open position for which no other bargaining unit members (including laid off and unassigned members) have bid. An employee returning from a leave of absence has a right to a salary within two (2) levels of the position she has vacated when the leave was granted for the two (2) year period.

- F. In extenuating personal circumstances and with prior approval of the Executive Director of Classified Personnel or, in her absence, the Superintendent or her designee, an employee may borrow leave and/or vacation days to be earned.

ARTICLE XIII – Evaluations

- A. So that an employee may function at the highest level of performance possible, job responsibilities shall be communicated to the employee on an ongoing basis, and shall be the criteria for annual evaluations. No evaluation prepared by persons other than the employee's evaluator shall become part of the Member's personnel file.
- B. The annual evaluation process should provide constructive comments to inform employees of strengths/weaknesses in review of job performance. Identified weaknesses must be in writing with reasonable remedies and timelines for their achievement.
- C. Members shall be permitted to have Association representation in any evaluation interview upon her request.
- D. The Association Member may prepare a response to her evaluation, which shall be incorporated therein and become a part of the evaluation.

ARTICLE XIV – Retirement and Death Benefits

A. Eligibility for Retirement Benefits:

An employee retiring from the Garden City School District shall be eligible to receive a lump-sum retirement benefit under one of the following conditions:

1. **General Situation:**

Eligible to receive Michigan Public School Employees' Retirement benefits.

2. **Special Situation:**

Thirty (30) years of service to the Garden City School System.

3. **Health:**

After ten (10) or more years of service to Garden City Public Schools and upon certification by a Retirement Board selected medical doctor that retirement is mandatory due to reasons of health which appear to be permanent, the employee may retire.

4. **Limitation:**

Only one retirement benefit can be collected by an employee.

B. Retirement Benefits:

A lump-sum retirement benefit shall be computed in the following manner:

1. Thirty five dollars (\$35) per day for unused sick leave up to 60 days; Fifty dollars (\$50) per day for unused sick leave above 60 days.

or

2. One hundred twenty-five (\$125) dollars per year for each year of service to the Garden City School District served beyond the tenth (10th) year of service effective July 1, 2000.

3. An employee shall receive an amount as described in either "1" or "2" above, whichever is greater.

C. Optional Retiree's Health and Life Insurance Benefits

1. **Eligibility:**

Employees who retire under Section A of this ARTICLE are eligible to carry the following life insurance coverage under the District's group plan.

2. **Coverage:**

| <u>Life Insurance</u> | | <u>Cost to Retirees</u> |
|--------------------------------------|---------|-------------------------|
| From date of retirement until age 70 | \$7,500 | Group Rate |
| From age 70 on | \$3,500 | Group Rate |

3. **Payments:**

All payments will be made directly to the insurance carrier's office. A payment overdue for thirty (30) days will automatically cancel out all benefits. The first payment will be due no later than thirty (30) days after termination of employment.

4. For those Members who are eligible to retire under the Michigan Public School Employees' Retirement System and who do retire before age 65, the Board shall provide reimbursement to the retiree up to \$1,500 per year (reimbursement to be paid semi-annually in January and June) toward the payment of the Michigan Public School Employees' Retirement System hospitalization coverage. This reimbursement shall cease at age 65.

D. **Death Benefits**

A death benefit calculated on the retirement formula at the time of death shall be paid the designated beneficiary of the employee, regardless of years of service.

ARTICLE XV – Employee Discipline

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage without cause sustained by fact.
- B. Whenever an employee is to be formally disciplined verbally for any violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice, she shall be entitled to have an opportunity to have present a G.C.E.S.A. Officer.
- C. Any formal discipline or charge, written or verbal, leveled at an employee for a violation of this Agreement and/or Board Policy or practice and/or Administrative Policy or practice shall be subject to the Grievance Procedure set forth in ARTICLE VIII.
- D. An employee has the right to attach a rebuttal to any written discipline placed in her file.
- E. An employee who comes to work under the influence of alcohol, illegal drugs, or is found using alcoholic beverages or non-prescribed controlled substances while on the job, or whose performance on the job is impaired as the result of the use of alcohol, illegal drugs or non-prescribed substances or who comes to work having abused prescription medication, has committed a very serious offense. The employer may insist upon the first offense and where reasonable that the employee agree to participate and complete a treatment program if recommended by medical or other qualified personnel. Once the employee is enrolled, she may return to work. Following a second offense, the employee must complete a treatment program before she will be allowed to return to work.

An employee participating in a treatment program will continue to receive all fringe benefits while enrolled in the program, as with all other paid leaves.

A third offense will result in discharge.

An employee may voluntarily enroll in a treatment program without jeopardy so long as the enrollment occurs prior to the identification of a work-related problem by the Board.

ARTICLE XVI – Vacations

All full-time employees shall be eligible for paid vacations, to be determined on the following basis.

- A. All twelve (12) month employees shall receive thirteen (13) vacation days with pay, up to a total of twenty-three (23) paid vacation days. After the fourth year, one (1) day shall be granted upon completion of each additional year, through fourteen (14) years. For example, upon completion of the fifth (5th) year, a twelve (12) month employee would be entitled to fourteen (14) paid vacation days; upon completion of the sixth (6th) year, a twelve (12) month employee would be entitled to fifteen paid vacation days, etc., up to a total of twenty-three (23) paid vacation days.

NOTE: In calculating earned vacation days beyond the initial thirteen (13) days of vacation, the anniversary date of employment and total years of continuous regular employment shall determine each additional earned day and said additional day shall be added to the next regularly scheduled vacation period.

B. Ten Month Employees

- 1. All full-time 41, 42, 44 and 45-week employees, after completion of one (1) full school year of service, shall be entitled to eleven (11) paid vacation days to be taken the subsequent school year.
- 2. A 41, 42, 44 or 45-week employee who has at least one (1) year of service with Garden City Schools, shall take all days (prorated if part-time) not scheduled as school attendance days or holidays, within the Christmas and Easter recesses as vacation days in lieu of the other vacation provisions for such employees in this ARTICLE, provided she would have earned the maximum number of vacation days possible under the other provisions of this ARTICLE.

First-year, ten (10) month employees who do not have sufficient accrued time for the Christmas/Easter days not scheduled as school attendance days or holiday, shall supplement accrued time with personal business (as an exception) and/or paydock (as an exception) or work at a worksite designated by the School District.

- 3. All part-time Adult Education School Aides will be entitled to one (1) vacation day per school year.

- C. An employee must be in pay status for fifteen (15) working days of any calendar month in order to earn a vacation day for that month. In the event that in any one month an employee does not meet the minimum requirement of fifteen (15) working days in pay status, the contracted vacation allotment for that individual will be reduced by the one vacation day that would have been earned in pay status. (Calculation of this provision for ten-month employees during the months of June and August will be determined on a pro-rata basis.)
- D. An employee shall have the right to request the time of vacation with approval of her immediate administrator and the Superintendent's designee. Vacation time cannot be approved for more days than have been earned.
- E. An employee shall be permitted to choose a split or an entire vacation with the approval of the immediate administrator.
- F. Vacation pay can be paid in advance of such employee's vacation period on her last payday prior to her vacation if requested in writing at least three (3) weeks in advance of said payday.
- G. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- H. Upon resignation, termination of service or transfer to a position requiring fewer working hours or weeks of employment, employees shall be entitled to any unused vacation allowance at the rate of pay received by them at the time the allowance was earned. In the case of transfer to a position requiring fewer working hours or fewer weeks of employment, a cash payout for any difference in pay rate and/or useable vacation days will be made.
- I. If any employee is requested by her administrator to postpone her vacation time because of an emergency work load, it is understood that she will not be required to forfeit any part of her earned vacation time and shall be allowed to take her vacation time after the emergency has been resolved and within a time limit mutually agreeable to herself and her immediate administrator; or, in case of unusual circumstance, to accept her vacation pay in lieu of time off if approved by the Superintendent or his designee.
- J. Beginning June 30, 1988, a maximum limit of ten (10) unused, earned vacation days may be carried over from one fiscal year to another. For those employees having a current balance in excess of ten- (10) vacation days, such days shall not be forfeited, but the accrual shall not be increased.

ARTICLE XVII – Negotiation Procedures

- A. Upon ratification of the Master Contract, the Association shall not bring up matters for negotiation to the Board and the Board will not bring up matters to the Association except by written mutual consent and as provided in Sections B and C of this ARTICLE. This shall not be interpreted to deny the Association's rights under PERA to demand to bargain; this is not a waiver of bargaining rights.
- B. Within ninety (90) days, not less than sixty (60) days prior to the expiration of this Agreement, and upon written notice, the parties will begin negotiations for a new Agreement for the following year (or years) covering wages, hours and terms and conditions of employment of bargaining unit members.
- C. In the negotiations described in this ARTICLE, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select ten (10) representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the Members of the bargaining unit; but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Employment Relations Commission.

ARTICLE XVIII – Grievance Procedure

A. Definitions

- | | |
|------------------------------|---|
| 1. <u>Grievance</u> | Any alleged violation of the terms of this Agreement |
| 2. <u>Aggrieved Employee</u> | The person or persons making the claim |
| 3. <u>Employee</u> | Includes any individual or group who is a member of the bargaining unit covered by this Contract |
| 4. <u>Party of Interest</u> | An employee of the Board, or the Board, who might be required to take action, or against whom action might be taken in order to resolve the problem |
| 5. <u>Days</u> | Shall mean scheduled working days |

B. Purpose

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and have the grievance adjusted without intervention of the Association, if any necessary adjustment is not inconsistent with the terms of this Agreement.

C. Structure

1. The Association shall have an established Grievance Committee, whose membership shall be known to all “parties of interest”; and that upon ratification of this Agreement, the Association will furnish the Board the names of the persons of the Grievance Committee.
2. The Board hereby designates the Superintendent or his designee as its representative when the grievance arises in more than one school building. Said designee shall not be the administrator against whom the grievance is filed.

D. Procedure

The number of days indicated at each level shall be considered as maximum, and every effort shall be made to expedite the process. The time limits may be extended by mutual written consent. If the grievance is filed on or after June 1, the time limits may be reduced by mutual agreement in order to effect a solution prior to the end of the school year. The grievance shall be signed by the aggrieved and shall specify the facts giving rise to the grievance, the Article and Section of the Agreement allegedly violated, and the relief requested.

1. Level One

An employee with a concern which she identifies as a grievance shall discuss it with the administrator against whom she is aggrieved and at the lowest appropriate level of authority, individually or together with her Association representative(s), through the Association representative(s), or with representatives of either party of interest present, within ten (10) business days of the occurrence.

2. Level Two

- a. In the event the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, she may file the grievance in writing, within ten (10) days of the receipt of the Level One verbal answer, with the Association's Grievance Committee with a copy to the immediate administrator. The grievance shall specify the facts giving rise to the grievance, the Article and Section of the Agreement allegedly violated, and the relief requested. Within ten (10) days from receipt of the written grievance, the immediate administrator shall submit his written report as to the solution, with copies to all parties as noted above.
- b. Within twenty (20) days of receipt of the administrator's written report, the Grievance Committee shall decide whether or not to pursue further the grievance. If the committee decides to pursue further the grievance, it shall, within the same twenty- (20) day period, process the written grievance to the Superintendent of Schools or his designee with copies to all parties of interest.
- c. As soon as possible, but within ten (10) days from receipt of the written grievance, the Superintendent will hold a hearing where the parties of interest may present in person the facts pertaining to the grievance. Within fifteen (15) days after the hearing, the Superintendent shall render his decision in writing.

3. In the event the grievance is not resolved to the satisfaction of the Association Grievance Committee at Level Two c, the Association may, within twenty (20) days of the Level Two c, decision, submit a demand to arbitrate the grievance to the Board of the American Arbitration Association.

Only the Association Grievance Committee may approve of and process grievances to arbitration.

If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules. Such rules shall also govern the arbitration proceedings.

The arbitrator shall have no power to alter or add to or subtract from terms of this agreement.

The parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction. No decision in any one case shall require a retroactive wage or any other adjustments in any other case.

The fees and expenses of the arbitrator as well as any fees or expenses charged by the American Arbitration Association, shall be shared equally by the parties.

E. Rights to Representation

Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another employee or legal counsel; providing, however, that any employee may in no event be represented by an officer, agent or outside representative of any organization other than the Association, or an attorney associated with its affiliate.

F. Miscellaneous

1. A grievance may be withdrawn at any level without prejudice.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

4. Forms as previously designed shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
5. Access shall be made available to all parties, places and records for all information necessary to the determination and processing of the grievance, within the limits specified in ARTICLE III, Section C.
6. The failure of an aggrieved person to proceed from one level of the grievance procedure to the next level with the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
7. The following matters shall not be considered to be the basis of any grievance under the procedures as outlined in this ARTICLE: The termination of service of, or failure to reemploy, any probationary employee by the Board.
8. When a grievance arises in more than one building and is directed to the Superintendent or his designee, the regular grievance procedure will be followed, with the Level One and Level Two-a procedures directed to the Superintendent's designee and Level Two-d procedure directed to the Superintendent.
9. The sole remedy available to any employee for an alleged breach of this Agreement or any alleged violation of her rights hereunder, will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which she presently has.
10. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties; provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.
11. Any employee, when attending any meeting at the request of the employer or for the purpose of presenting legitimate grievances, will not lose any salary compensation if the meeting is called and agreed to by the employer representative for a period during the employees' regular working hours.

ARTICLE XIX – Layoff

- A. When faced with a necessary reduction of staff, the Board shall handle such, to the degree possible, by not filling vacancies. An employee unassigned due to the elimination of a position may temporarily fill an open position. The unassigned employee shall retain her current wage or wage of the open position, whichever is higher, until the unassigned employee is permanently assigned.
- B. All part-time Adult Education School Aides shall be listed on a separate seniority list by date of hire. If a part-time Adult Education School Aide is hired into the other clerical seniority group, she may not use seniority from their list for the purpose of bidding or job preference but shall be considered if her qualifications meet the standards for the position.
- C. In the event necessary reduction of staff requires the layoff of employees, the following procedures will be followed:
 - 1. Identify positions to be eliminated.
 - 2. Provide layoff notification to the least senior employees equal in FTE number to the FTE number of positions eliminated.
 - 3. For each position that has been eliminated, all positions of equal or lesser level occupied by employees less senior than the employee whose job has been eliminated will be identified and declared vacant. Such employees would be considered unassigned and their positions made available through an open posting and bidding process.
 - 4. Unassigned employees shall not forfeit benefits during periods of unassignment and shall have the right to bid positions subject to the seniority provisions of this agreement. Unassigned employees are employees who are not assigned to a position for reasons other than layoff.
 - 5. Employees occupying positions declared vacant shall continue to occupy those positions until the open posting and bid process is completed.
 - 6. In the event that a temporary (overload, 1:1) position is eliminated during the course of the school year, this language does not apply.
- D. Employees will be called back from layoff status in order of greatest years of service to the District provided that an employee may be passed over for call-back if she does not meet the qualifications of the vacant position for which the call-back is being made. When an employee on layoff is offered an open position

which carries the same classification or a higher classification as the position held when the employee was laid off and the employee refuses said position, it will be considered a voluntary resignation.

- E. Any demotion directly or indirectly resulting from implementation of the procedures of this ARTICLE shall provide that the employee remain at the hourly level of pay received for a period not to exceed two (2) years or until hourly rate of position assumed equals or exceeds previous level of hourly pay, whichever comes first.
- F. In applying the wage protection provision in this ARTICLE, the total wages paid in conjunction with the unemployment compensation benefits are not to exceed the total wage protection requirements. In the event that earnings exceed the maximum protection amount, the District is entitled to the recovery of the excess money from the appropriate individual employee.
- G. All fringe benefits accumulated by an employee prior to her layoff shall be held frozen pending her return. Earned vacation will be paid, upon request, to the employee at the time of layoff.
- H. An employee on layoff status may continue group insurance coverage (except for disability income) at her expense, except that the Board will continue to pay premiums for employees on layoff status resulting from strikes by other bargaining groups.
- I. Employees on layoff status shall be given preference for on-call employment in order of greatest seniority and shall be paid at their regular rate for one (1) year when performing on-call assignments.
- J. Employees on layoff status may bid on positions subject to the seniority provision of this Agreement.
- K. If application of the above layoff provisions results in assignment of an employee to a different position and such different position is one she does not wish to fill, such employee may, if the Board consents, elect to take a voluntary layoff. Any such voluntary layoff shall be governed by the following:
 - 1. The employee must request such voluntary layoff, in writing, within twenty-one (21) calendar days after being notified of the change (or prospective change) in her assignment. Such written request must acknowledge that the employee understands and agrees to all of the provisions in this Section I.

2. The voluntary layoff will continue until such time as the employee's original position (i.e., a position substantially the same as the position occupied at the time of election to take voluntary layoff) becomes again available on the basis of the employee's years of service and ability to meet qualifications. In such event, the employee will be given written notice of recall. If she does not report for duty within fifteen (15) calendar days after mailing of the recall notice to her address as shown on Board records, she will be conclusively presumed to have resigned and all of her seniority or other rights will terminate. (It shall be the employee's responsibility to keep the Board notified, in writing, of any change in her address.)
3. When an employee on voluntary layoff is offered an open position that carries a lower classification than the position she held when the voluntary layoff took effect, the employee may decline same.
4. When an employee on voluntary layoff is offered an open position that carries the same classification as the position held when she elected voluntary layoff or carries a higher classification and she refuses, it will be considered a voluntary resignation.
5. Voluntary layoffs become effective when there is job elimination.
6. Employees on leaves of absence are not eligible to request a voluntary layoff.

ARTICLE XX – Protection of Employees

- A. Any case of assault upon an employee during the course of her employment shall be promptly reported to the administration. The Board will provide legal counsel to advise the employee of her rights and legal processes with respect to such assault.
- B. If an employee is injured while in the line of duty, medical, surgical or hospital care will be furnished by the Board per its Workers' Compensation Policy.
- C. Any complaints or charges directed toward an employee shall be promptly called to the employee's attention. An employee shall be deemed innocent of any and all charges until proven otherwise.

Meetings for disciplinary or investigatory purposes shall be initiated as soon as possible, within five (5) working days of the administrator's knowledge of the incident. The Member shall be immediately advised of the possibility of disciplinary action and a union officer notified and provided the opportunity to be present at the meeting.

- D. The Board shall cover employees with employment liability insurance under the District's multi-peril policy.
- E. It shall be the policy of the Garden City School District to reimburse an employee for personal clothing and personal effects (watches, jewelry, glasses) worn on one's person (to a maximum of 1% of teacher B.A. base per item) if these items are damaged or broken because of a violent act by a member of the student body. The reimbursement request shall be presented to the Business Manager and must be accompanied with a recommendation by the building administrator or program administration with an invoice showing replacement or purchase of the item. Damaged or broken items shall become the property of the School District. This policy will not cover automobile damage, personal equipment damage or items that are stolen or allegedly stolen while on the school premises.

ARTICLE XXI – Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations, or practices of the Board, which are contrary to or inconsistent with its terms. The provisions of the Agreement shall be considered part of the established policies of the Board. The absence of language in the Master Agreement is not construed as making any provision of the Master Agreement contrary to or inconsistent with any provision of the policies of the Board of Education.
- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all Association Members now employed or hereafter employed by the Board for the duration of this Contract.
- C. If any provision of this Agreement or its application shall be found contrary to the law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect for the duration of this Contract.
- D. Members of the Association and the Officers thereof, individually and collectively, share with the Administration and the Board the mutual responsibility of the total enforcement of this Contract.
- E. Current benefits received by employees shall not be jeopardized during negotiation of this Agreement or upon signing thereof, unless specifically altered by provisions contained herein.
- F. The Board shall pay wages, conference fees and expenses for employees' attendance at in-service sessions, workshops and conferences for their professional improvement. The request to attend these sessions may be initiated by the Membership or the Administration and are subject to the approval of the Superintendent or his designee. Release time to attend the above will be provided. The Board agrees to provide a minimum of \$4000 per school year for in-service training for Members of the Association. Attempts shall be made to provide an equitable distribution of conference funds across the unit.
- G. Tuition Reimbursement
 - 1. Employees will be reimbursed for courses taken to improve competency and skills on the job. Courses must have prior approval by the Superintendent or his designee.
 - 2. An employee must receive pre-approval from the Superintendent or his/her designee for a course of study deemed acceptable for reimbursement. The

course of study must be applicable to a position within the union. Elective classes must meet the acceptable course guidelines.

3. Reimbursement for tuition shall be limited for a total not to exceed an average six (6) semester hours per year over a two consecutive year period beginning with the 2004-2005 school year. An additional condition of reimbursement is documentation of successful completion of the class.

As an aide to such interpretation, the parties have agreed on the following examples of acceptable courses. (This list is not all-inclusive and is intended only as a guideline.-

SKILL IMPROVEMENT

Typing
Shorthand
Bookkeeping
Accounting
Computer
Word Processing
English
Behavior Management
 a. General Psychology
 b. Behavior Modification

NOT ACCEPTABLE

Sociology
Biology
Chemistry
Physics
Algebra
Adv. Psychology

- H. Work performance on the part of the employees in reference to their working conditions will be determined entirely and exclusively according to this Master Agreement and will not be related to or affected by, neither directly nor indirectly, the behavior of any other employee group of the Garden City Board of Education.
- I. Effective September 1, 1966, comparable experience up to the two (2) year level on the Salary Schedule can be allowed for a specific position after the probationary period [for both ten (10) and twelve (12) month employees] has been satisfied. The Personnel Office shall notify employees five (5) days prior to the end of the probationary period.
- J. Employees of this unit shall be supplied with all equipment and materials necessary to successfully carry out the duties of the position, including admission fees to any community experiences or field trips she is required to attend.
- K. Employees who travel between buildings shall be given fifteen (15) minutes travel time within their work day and be paid the current mileage rate.

- L. The District shall provide one (1) mutual fund option under 403(b) and the Association shall form a committee to provide input to that selection.
- M. This Agreement and the established past practices shall constitute the full and complete commitment between the parties. Any Party asserting the existence of a past practice shall have the burden of proof with a preponderance of evidence.
- N. During the 1995-96 school year, the representatives of the District and the G.C.E.S.A. shall conduct a review of skill requirements for each position within the bargaining unit. Any modifications in skill requirements, which may occur as a result of mutual agreement between the parties, shall become effective July 1, 1996. The failure of the parties to mutually agree to change existing skill requirements (for any and/or all positions) prior to June 30, 1996 shall result in the skill requirements for those positions remaining unchanged.
- O. The parties understand and agree that this Agreement must be interpreted and applied consistent with the terms of the "No Child Left Behind" Act. As such terms become effective, the District and Union agree to work cooperatively in such implementation.

Once a member is placed in a position requiring a passing score on the Work Keys test, if that member paid the Work Keys testing fee in the current fiscal year, the District will then reimburse the member for the testing fee as long as it is an eligible expenditure of a non-General Fund project. Reimbursement for Work Keys testing fees outside of the current fiscal year may be made utilizing funds provided pursuant to Article XXI (F), not to exceed \$400 per school year.

REVISED 9/8/2008

G.C.E.S.A. SALARY SCHEDULE 2008-2009
(REMAINS IN EFFECT FOR ALL NEW HIRES AFTER JULY 1, 2000)

| LEVEL | BEGIN | 1 YEAR | BEGIN | 2 YEAR | BEGIN | 3 YEAR | BEGIN | 4 YEAR | BEGIN | 5 YEAR | BEGIN | 6 & 7 YEAR | BEGIN | 8 YEAR |
|--------|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|-------|------------|-------|----------|
| I | 1.240 | \$675.56 | 1.295 | \$705.52 | 1.350 | \$735.48 | 1.405 | \$765.45 | 1.460 | \$795.41 | 1.520 | \$828.10 | 1.710 | \$931.61 |
| II | 1.165 | \$634.70 | 1.220 | \$664.66 | 1.275 | \$694.62 | 1.330 | \$724.59 | 1.385 | \$754.55 | 1.445 | \$787.24 | 1.635 | \$890.75 |
| III | 1.110 | \$604.73 | 1.165 | \$634.70 | 1.220 | \$664.66 | 1.275 | \$694.62 | 1.330 | \$724.59 | 1.390 | \$757.28 | 1.580 | \$860.79 |
| IV | 1.055 | \$574.77 | 1.110 | \$604.73 | 1.165 | \$634.70 | 1.220 | \$664.66 | 1.275 | \$694.62 | 1.335 | \$727.31 | 1.525 | \$830.82 |
| V (40) | 1.000 | \$544.80 | 1.055 | \$574.80 | 1.110 | \$604.80 | 1.165 | \$634.80 | 1.220 | \$664.80 | 1.280 | \$697.20 | 1.470 | \$800.80 |
| V (35) | 1.000 | \$476.70 | 1.055 | \$502.95 | 1.110 | \$529.20 | 1.165 | \$555.45 | 1.220 | \$581.70 | 1.280 | \$610.05 | 1.470 | \$700.70 |

ADULT EDUCATION/SCHOOL AIDES 11.78
HEAD START/HOME VISITORS 12.69

NOTE: Salary Re-openers for the 2009-2010 and 2010-2011 school years.

CLASSIFICATIONS:

LEVEL I Accounting Clerk I; Purchasing Clerk; Special Services Secretary; Data-Processing Coordinator/Student Services, Business Office Secretary, Attendance Secretary, Head Community Education Secretary

LEVEL II Accounting Clerk II, Personnel Secretary, Buildings and Grounds Secretary, Transportation Secretary, Payroll/Insurance Clerks

LEVEL III Business Office Secretaries, Department of Curriculum Services Secretaries, Head High School Secretary (12 months), High School Bookkeeper, Community Education Secretaries, Special Services Secretary, Head Middle School Secretary

LEVEL IV High School Secretaries (10 months), Middle School Secretaries, Elementary School Secretaries, Paraprofessionals, Autistic Program Secretaries, Copy Clerk (1/2)

LEVEL V Aides to Special Programs, Overload Aides, Job Coach (paid at Level V 40-hour Classification), Teaching Assistants (35 hours)

NOTES: The Board will pay contribution to Michigan Public School Employees' Retirement Fund in lieu of employee making such contribution to a maximum of 5% unless changed by law.

REVISED COPY - 9/8/2008

G.C.E.S.A. SALARY SCHEDULE 2008-2009
(HIRED BEFORE 7/1/2000)

| LEVEL | BEGIN | 1 YEAR | BEGIN | 2 YEAR | BEGIN | 3 YEAR | BEGIN | 4 YEAR | BEGIN | 5 YEAR | BEGIN | 6 & 7 YEAR | BEGIN | 8 YEAR | BEGIN | 8A YEAR* |
|--------|-------|----------|-------|----------|-------|----------|-------|----------|-------|----------|-------|------------|-------|------------|-------|------------|
| I | 1.240 | \$731.60 | 1.295 | \$764.05 | 1.350 | \$796.50 | 1.405 | \$828.95 | 1.460 | \$861.40 | 1.520 | \$896.80 | 1.710 | \$1,008.90 | 1.736 | \$1,024.30 |
| II | 1.165 | \$687.35 | 1.220 | \$719.80 | 1.275 | \$752.25 | 1.330 | \$784.70 | 1.385 | \$817.15 | 1.445 | \$852.55 | 1.635 | \$964.65 | 1.660 | \$979.46 |
| III | 1.110 | \$654.90 | 1.165 | \$687.35 | 1.220 | \$719.80 | 1.275 | \$752.25 | 1.330 | \$784.70 | 1.390 | \$820.10 | 1.580 | \$932.20 | 1.604 | \$946.36 |
| IV | 1.055 | \$622.45 | 1.110 | \$654.90 | 1.165 | \$687.35 | 1.220 | \$719.80 | 1.275 | \$752.25 | 1.335 | \$787.65 | 1.525 | \$899.75 | 1.548 | \$913.30 |
| V (40) | 1.000 | \$590.00 | 1.055 | \$622.40 | 1.110 | \$654.80 | 1.165 | \$687.20 | 1.220 | \$719.60 | 1.280 | \$755.20 | 1.470 | \$867.20 | 1.492 | \$800.40 |
| V (35) | 1.000 | \$516.25 | 1.055 | \$544.60 | 1.110 | \$572.95 | 1.165 | \$601.30 | 1.220 | \$629.65 | 1.280 | \$660.80 | 1.470 | \$758.80 | 1.492 | \$770.35 |

ADULT EDUCATION/SCHOOL AIDES: \$12.75
HEAD START/HOME VISITORS \$13.73

* For only those members who received a longevity payment during the 1987-88 school year.

NOTE: Salary Re-openers for the 2009-2010 and 2010-2011 school years.

CLASSIFICATIONS:

LEVEL I Accounting Clerk I; Purchasing Clerk; Special Services Secretary; Data-Processing Coordinator/Student Services, Business Office Secretary, Attendance Secretary, Head Community Education Secretary

LEVEL II Accounting Clerk II, Personnel Secretary, Buildings and Grounds Secretary, Transportation Secretary, Payroll/Insurance Clerks

LEVEL III Business Office Secretaries, Department of Curriculum Services Secretaries, Head High School Secretary (12 months), High School Bookkeeper, Community Education Secretaries, Special Services Secretary, Head Middle School Secretary

LEVEL IV High School Secretaries (10 months), Middle School Secretaries, Elementary School Secretaries, Paraprofessionals, Autistic Program Secretaries, Copy Clerk (1/2)

LEVEL V Aides to Special Programs, Overload Aides, Job Coach (paid at Level V 40-hour Classification), Teaching Assistants (35 hours)

NOTES: The Board will pay contribution to Michigan Public School Employees' Retirement Fund in lieu of employee making such contribution to a maximum of 5% unless changed by law.

SCHEDULE B
GROUP INSURANCE COVERAGE

Employees hired after July 1, 2000 into positions which are scheduled for a minimum of twenty-five (25) hours per week shall be eligible for a full fringe benefit package as provided for in this Schedule. Employees hired after July 1, 2000 into positions which are scheduled for a minimum of twenty (20) hours per week but less than twenty-five (25) hours per week shall receive a prorated benefit package equal to 50% of the cost of a full package as provided for in this Schedule.

Employee Life Insurance Coverage

| | |
|----------------------------------|---------------------|
| Life of Employee | \$50,000 |
| Accidental Death & Dismemberment | \$50,000 (Schedule) |

Dependent Life Insurance Coverage

| | |
|---|-----------------------|
| Lives of Dependent Children 14 days to 19 years old (extended to 23 years if full time college student) | \$10,000 (each child) |
| Life of Spouse | \$10,000 |

Hospitalization and Major Medical Insurance Coverage (for Employees, Dependent Spouses and/or Children)

For all members employed by the Garden City Public Schools prior to July 1, 2000:

Through January 31, 2006, continue to offer BC/BS 4.0 Plan to all current members with the \$5/\$10** prescription coverage rider. The current plan shall provide a two-million dollar (\$2,000,000) lifetime cap on benefits; routine mammography, pap tests and PSA testing. Additionally, the prescription coverage shall reflect participation with the Preferred Prescription Provider rider.

Effective February 1, 2006, the coverage equivalent to the Community Blue 1 PPO with riders shall be offered to mirror the Choices 2 Program. This will replace the BC/BS 4.0 plan coverage.

For all Members employed on or after July 1, 2000 but prior to July 1, 2004:

Benefits equal to those provided in the Blue Cross/Blue Shield Community Blue PPO plan, semi-private room, with the following riders and/or provisions: Predetermination, \$5,000,000 lifetime benefit cap, \$5/\$10** prescription rider and routine PAP test, PSA and Mammography testing.

Members employed on or after July 1, 2000 but prior to July 1, 2004 shall remain in the above referenced plan for a minimum of four (4) years. After the four-year enrollment period, such new hires may opt to change to the plan that provides benefits equal to those provided in the Blue current plan that provides benefits equal to those in force for employees hired prior to July 1, 2000.

For all Members employed on or after July 1, 2004:

Benefits equal to those provided in the Blue Cross/Blue Shield Community Blue PPO plan, semi-private room, with the following riders and/or provisions: Predetermination, \$5,000,000 lifetime benefit cap, \$5/\$10** prescription rider and routine PAP test, PSA and Mammography testing.

Effective July 1, 2007, all members will be enrolled in Community Blue PPO #1. Benefits equal to those provided in the Blue Cross/Blue Shield Community Blue PPO #1 plan, semi-private room, with the following riders and/or provisions: Predetermination, \$5,000,000 lifetime benefit cap, \$5/\$10** prescription rider and routine PAP test, PSA and Mammography testing.

**Effective September 1, 2007, a \$10/\$20 prescription coverage rider for non-mail-in prescriptions will be in place for all medical insurance options.

OPTION: Eligible bargaining unit Members not electing health insurance will receive \$100 per month (\$1200 per year) subject to the conditions of the approved Section 125 cafeteria plan, to be remitted by the last day of each month. (Bargaining unit Members electing to receive the cash payment may deposit that amount into an approved 403(b) tax-deferred annuity, subject to the limitations as defined by U.S. Treasury regulations).

Employee Disability Insurance

Qualifying Period:

Accident – Exhaustion of accumulated sick leave

Sickness – Seven (7) work days or exhaustion of accumulated sick leave, whichever occurs last

Workers' Compensation – After forty (40) weeks

Benefit: 66-2/3 % of monthly salary* not to exceed a maximum of \$2750 per month, effective July 1, 2000.

*Monthly rate is determined by dividing annual salary by twelve (12).

Maximum Benefit Period: Accident – Age 65
Sickness – Age 65

Type of Coverage: Twenty-four- (24) hour

Integration with other income benefits:

1. Workers' Compensation
2. Michigan Public School Employees' Retirement Fund
3. Social Security – Family
4. Any employer sponsored disability or retirement plan

Dental Insurance Coverage: (For Employees, Dependent Spouses and/or Dependent Children)

Blue Cross – Benefits equal to those provided by Blue Cross Dental Insurance excluding orthodontic benefit

100% of reasonable and customary charges for routine dental care

80% of reasonable and customary charges for major care

\$1000 maximum benefit per year on both routine and major services

Vision Insurance Coverage: (For Employees, Dependent Spouses, and/or Dependent Children)

Employee Benefit Concepts (Third Party Payer Agreement) based on specific benefits identified below:

| <u>Benefits</u> | <u>Amount Covered / Twelve (12) Months</u> |
|----------------------|--|
| Examination | 100% of reasonable and customary |
| Single-Vision Lenses | 100% of reasonable and customary |
| Bi-Focal Lenses | 100% of reasonable and customary |
| Tri-Focal Lenses | 100% of reasonable and customary |
| Lenticular Lenses | 100% of reasonable and customary |
| Frames | 100% of reasonable and customary |
| Contact Lenses | \$40.00* |

*100% of reasonable and customary charge is paid if visual acuity of the patient is not correctable to 20/70 in the better eye with conventional lenses but can be corrected to 20/70 or better by the use of contact lenses.

An examination, frame and one pair of corrective lenses (including prescription sunglasses, photogray lenses or contact lenses) will be provided once in a twelve-(12) month plan year for each eligible member of the family.

NOTES:

1. Employees on approved leave may continue to carry the same coverage by paying the group rates. Payment to begin within thirty (30) days after beginning of leave.
2. Widow or widower of employee may carry dependent life, hospitalization and major medical coverage at group rate until remarriage.
3. Retired employees may carry group insurance coverage per the provisions indicated in the Retirement and Death Benefits ARTICLE of this Agreement.
4. Employees on layoff status may continue to carry the same coverage by paying the group rates. Payments to begin within thirty (30) days after placement on layoff status. *Exception:* the Board will continue to pay premiums for employees on layoff status resulting from strikes by members of other bargaining groups.

GARDEN CITY SCHOOL DISTRICT

SECTION 125 PLAN

1. Full-time Members (Members working at least 20 hours per week)

The Board shall establish and maintain a premium conversion cafeteria plan pursuant to Section 125 of the Internal Revenue Code of 1986, as amended. The plan shall be available to any full-time member who does not need coverage under the District's Blue Cross/Blue Shield Hospitalization and Major Medical Insurance Plan because she has coverage under another health care plan. The plan shall permit an eligible Member to elect to receive \$100 per month (\$1200 per year) additional taxable compensation in lieu of coverage under the District's plan.

A Member who elects additional compensation in lieu of coverage shall not be allowed to change that election until the next annual enrollment period under the District's plan unless such Member has a "change in family circumstances" including but not limited to:

- 1) You are married or divorced
- 2) Your spouse or child dies
- 3) You adopt a child or a child of yours is born
- 4) Your spouse begins or terminates employment or is laid off or loses benefits, benefits are reduced or co-payment is increased
- 5) You or your spouse's employment status is changed from full-time to part-time or vice versa, as long as Treasury Regulations are not violated

CATEGORY A-1 ELECTION FORM

[Full time Members of Garden City Educational Secretaries' Association (working at least 20 hours per week) —except for Adult Education Aides

This form must be completed and returned to the Business Office (Insurance).

Name of Employee _____

- Return Deadline: Continuing Employees: September 30 for the following plan year

I have healthcare coverage under the: *Copy information from I.D. card.

_____ Plan, and I wish to waive coverage (Company Name, Group No. or Contract No.*) for the upcoming plan year and receive, instead, cash payments of \$1200 paid in monthly \$100 installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

THIS ELECTION WILL CONTINUE IN EFFECT FOR ALL SUBSEQUENT PLAN YEARS UNLESS I FILE A NEW ELECTION DURING THE SEPTEMBER ENROLLMENT PERIOD OR AS ALLOWED DUE TO A CHANGE IN FAMILY STATUS OR UNLESS THE DISTRICT REQUIRES A NEW ELECTION TO BE FILED.

Date

Employee

Employee's Spouse, if applicable (to be obtained only if the employee elects the cash payments)

Note: A plan year is the twelve-month period beginning on October 1 and ending the following September 30.

CATEGORY B-1 ELECTION FORM

[Full time Members of Garden City Educational Secretaries' Association (working at least 25 hours per week) except for Adult Education Aides]

This form must be completed and returned to the Business Office (Insurance).

Name of Employee _____

- Return Deadline Continuing Employees: September 30 for the following plan year
 Newly-hired employees: Thirty (30) days after starting work

- I elect the Community Blue PPO Plan as my healthcare coverage
- I have healthcare coverage under the:

_____ Plan, and I wish to waive coverage for the (Company Name, Group No. or Contract No.*) upcoming plan year and receive, instead, cash payments of \$1200 paid in monthly \$100 installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

THIS ELECTION WILL CONTINUE IN EFFECT FOR ALL SUBSEQUENT PLAN YEARS UNLESS I FILE A NEW ELECTION DURING THE SEPTEMBER ENROLLMENT PERIOD OR AS ALLOWED DUE TO A CHANGE IN FAMILY STATUS OR UNLESS THE DISTRICT REQUIRES A NEW ELECTION TO BE FILED.

Date _____ Employee _____

Date _____ Spouse, if applicable _____
(if the employee elects the cash payments)

Note: A plan year is the twelve-month period beginning on October 1 and ending the following September 30.

CATEGORY B-2 ELECTION FORM

[Full time Members of Garden City Educational Secretaries' Association (working at least 20 hours per week but less than 25 hours per week)—except for Adult Education Aides]

This form must be completed and returned to the Business Office (Insurance).

Name of Employee _____

Return Deadline:

Continuing Employees: September 30 for the following plan year

Newly hired employees: Thirty (30) days after starting work

Percentage of full-time specified in contract: _____

Fringe Benefit Cost (Purchase Credit if Benefit not Elected):

| | | | |
|--------------------------------|-------------|--|-------------|
| • Healthcare | | | |
| _____ BC/BS Community Blue PPO | \$_____ | | \$_____ |
| • Dental | \$_____ | | \$_____ |
| • Vision | \$_____ | | \$_____ |
| • Life/AD & D | \$_____ | | \$_____ |
| • Disability | \$_____ | | \$_____ |
| TOTAL | \$_____ | | \$_____ |

NOTE: You may elect cash (paid as additional taxable compensation) in lieu of healthcare benefits. If you do not elect cash in lieu of healthcare benefits, you will not receive any purchase credits based on healthcare.

The total amount of additional cash compensation is an annual amount equal to the above percentage, multiplied by \$1200. In your case this equals \$_____. If you wish to receive cash in lieu of healthcare coverage, please check this box:

On the above list, please circle the benefit(s) you wish to receive and cross out the benefits you do not wish to receive. The Business Office (Insurance) will calculate whether there is a net cost payable by you:

Cost you must pay \$_____

If a net cost figure is shown above, your signature below will authorize the District to adjust your regular pay in approximately equal installments during the school year.

If you are electing cash or benefit purchase credit in lieu of healthcare coverage, you must complete the following statement:

I have healthcare coverage under the: *Copy information from I.D. card.

_____ Plan, and I wish to waive coverage for the (Company
Name, Group No. or Contract No.)*
upcoming plan year and to receive, instead, cash payments of \$_____
paid in monthly \$_____ installments.
*Copy information from I.D. card.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date _____ Employee _____

Date _____ Spouse, if applicable _____
(if the employee elects the cash payments)

Note: A plan year is the twelve-month period beginning on October 1 and ending the following September 30.

CATEGORY C-1 ELECTION FORM

[Full time Members of Garden City Educational Secretaries' Association (working at least 25 hours per week) except for Adult Education Aides

This form must be completed and returned to the Business Office (Insurance).

Name of Employee _____

Return Deadline

Continuing Employees: September 30, for the following plan year

Newly-hired employees: Thirty (30) days after starting work

- I elect the Community Blue PPO Plan as my healthcare coverage
- I have healthcare coverage under the: _____ Plan, and I wish to waive coverage for the
(Company Name, Group No. or Contract No.)* *Copy information from I.D. card.

upcoming plan year and to receive, instead, cash payments of \$1200 paid in monthly \$100 installments.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

THIS ELECTION WILL CONTINUE IN EFFECT FOR ALL SUBSEQUENT PLAN YEARS UNLESS I FILE A NEW ELECTION DURING THE SEPTEMBER ENROLLMENT PERIOD OR AS ALLOWED DUE TO A CHANGE IN FAMILY STATUS OR UNLESS THE DISTRICT REQUIRES A NEW ELECTION TO BE FILED.

Date _____ Employee _____

Date _____ Spouse, if applicable _____
(if the employee elects cash payments)

Note: A plan year is the twelve-month period beginning on October 1 and ending the following September 30.

CATEGORY C-2 ELECTION FORM

[Full time Members of Garden City Educational Secretaries' Association (working at least 20 hours per week but less than 25 hours per week) whose hire date is on or after 7/1/04—except for Adult Education Aides]

This form must be completed and returned to the Business Office (Insurance).

Name of Employee _____

- Return Deadline Continuing Employees: September 30, for the following plan year
 Newly hired employees: Thirty (30) days after starting work

Percentage of full-time specified in contract: 50%

Fringe Benefit Cost (Purchase Credit if Benefit not Elected):

| | | | |
|------------------------------------|-------------|--|-------------|
| • Healthcare | | | |
| _____BC/BS Community Blue PPO with | \$_____ | | \$_____ |
| _____Cash Payment, or | \$_____ | | \$_____ |
| _____Additional Life | \$_____ | | \$_____ |
| • Dental | \$_____ | | \$_____ |
| • Vision | \$_____ | | \$_____ |
| • Life/AD & D | \$_____ | | \$_____ |
| • Short-Term Disability | \$_____ | | \$_____ |
| • Legal | \$_____ | | \$_____ |
| TOTAL | \$_____ | | \$_____ |

NOTE: You may elect cash (paid as additional taxable compensation) in lieu of healthcare benefits. If you do not elect cash in lieu of healthcare benefits, you will not receive any purchase credits based on healthcare.

The total amount of additional cash compensation is an annual amount equal to the above percentage, multiplied by \$1200. In your case this equals **\$600**. If you wish to receive cash in lieu of healthcare coverage, please check this box:

You may not elect cash in lieu of any other fringe benefit, except for the PPO option as indicated above.

On the above list, please circle the benefit(s) you wish to receive and cross out the benefits you do not wish to receive. The Business Office (Insurance) will calculate whether there is a net cost payable by you:

Cost you must pay \$_____

If a net cost figure is shown above, your signature below will authorize the District to adjust your regular pay in approximately equal installments during the school year.

If you are electing cash or benefit purchase credit in lieu of healthcare coverage, you must complete the following statement:

- I have healthcare coverage under the:

_____ Plan, and I wish to waive coverage for the upcoming
(Company Name, Group No. or Contract No.)*
plan year and to receive, instead, cash payments of \$_____ paid in monthly \$_____ installments.

*Copy information from I.D. card.

I have read and understand the explanation of the flexible benefits program offered by the District and I understand that my election above is irrevocable for the upcoming plan year unless I have a change in family status. I also understand that I cannot elect the cash payment in lieu of healthcare coverage unless I have alternate coverage (which I have indicated above).

Date

Employee

Date

Employee's Spouse, if applicable (to be obtained only if the employee elects the cash payments)

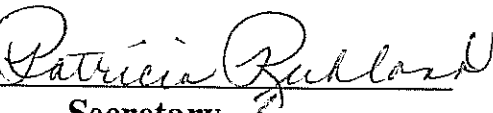
Note: A plan year is the twelve-month period beginning on October 1 and ending the following September 30.

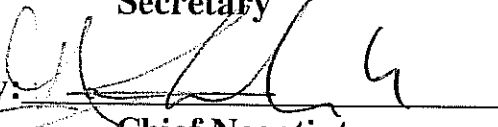
DURATION OF AGREEMENT

This Agreement shall be effective July 1, 2008 and shall continue in effect until June 30, 2012, with salary re-openers for 2010-2011 and 2011-2012.

**GARDEN CITY BOARD
OF EDUCATION**

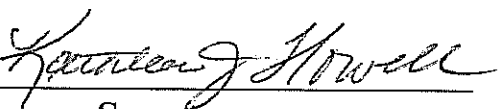
By: 
President


By: 
Secretary

By: 
Chief Negotiator

**GARDEN CITY EDUCATIONAL
SECRETARIES ASSOCIATION**

By: 
President

By: 
Secretary

By: 
Chief Negotiator