

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

**2016-2017
2017-2018
2018-2019**



**Genesee Intermediate
School District**

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

This Agreement entered into this 7th day of June 2016, by and between the Board of Education of the Genesee Intermediate School District in the County of Genesee, Michigan, hereinafter referred to as the "Board" and Genesee Intermediate School District employees represented by the Genesee Intermediate Educational Support Personnel Association, hereinafter referred to as the "Union."

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

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

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

**Genesee Intermediate School District
Board of Education**

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

Dr. Lisa A. Hagel, Superintendent

Board/GIESPA Negotiation Team Members

Jeffrey D. Adams	Executive Director of Human Resources	Human Resources and Operations
Charles D. Amy	Bus Driver	Transportation
Anthony K. D'Aigle	Transportation Aide	Transportation
Michael J. Daugherty	Para-Educator	Marion D. Crouse Instruction Center
Robert P. Gazso	Para-Educator	Transition Center
Steven A. Gibson	Bus Driver	Transportation
Amy S. Hoeksema	Human Resources Team Leader	Human Resources and Operations
Bruce Jordan	MEA UniServ Director	MEA
Debra M. Marien	President	Genesee Intermediate Educational Support Personnel Association
Cynthia A. McCain	Assistant Superintendent, Business Services	Business Services
Karen R. Merrill	Project Coordinator, Education and Learning	Education and Learning
Dr. Keely P. Mounger	Deputy Superintendent	Human Resources and Operations
Susan M. O'Brien	Principal	Marion D. Crouse Instructional Center
James M. Ply	Principal	Genesee Career Institute
Rhoda A. Read	Shared-Time Director, Business Services	Business Services
Cherie A. Wager	Assistant Superintendent, Special Education Services	Special Education Services

Table of Contents

Article I	Recognition	7-9
Article II	Board Rights	10
	Nondiscrimination and Equal Employment Opportunity	10
Article III	Union Rights	11
Article IV	Employee Responsibilities	12
Article V	Negotiation Procedure	13
Article VI	Grievance Procedure	14-15
Article VII	Seniority	16-19
Article VIII	Probationary Employees.....	20
Article IX	Layoff and Recall	21-24
Article X	Vacancies, Transfers, Promotions and Reassignments.....	25-28
Article XI	Sick Leave	29-31
Article XII	Leaves of Absence	32-36
	Emergency	32
	Personal Leaves	32
	Educational Leave	33
	Child Care Leave	33-34
	Involuntary.....	34
	Jury Duty	34
	Court Appearance.....	34-35
	Medical/Disability/Worker's Compensation Leave.....	35-36
Article XIII	Vacations	37-38
Article XIV	Insurance Protection and Tuition Reimbursement	39-45
	Insurance Coverage.....	40
	Health Insurance/Cash Option.....	41
	Dental Insurance	41-42
	Vision Insurance	42
	Flexible Spending Account/Health Savings Account.....	42
	Life Insurance	42
	Disability Insurance.....	43
	Termination of Benefits	43
	Changes in Coverage/Open Enrollment	44
	Health Coverage Certification/Dual Enrollment	44
	Tuition Reimbursement Plan.....	45
Article XV	Contract Administration and Problem Solving Committee	46
Article XVI	No Strike	47
Article XVII	Evaluation	47
Article XVIII	Summer Programs.....	48
Article XIX	Wages, Calendars and Holidays	49-65
	Selection of Pay Schedule	49-50
	Longevity.....	50
	Salary Schedules	51-61
	2016-17 Classified / Clerk / Para-Educator / Technology and.....	51-54
	Specialist Schedule; Adjustment; Off Schedule	
	2017-18 Classified / Clerk / Para-Educator / Technology and.....	54-56
	Specialist Salary Schedule; Off Schedule	
	2018-19 Classified / Clerk / Para-Educator / Technology and.....	57-59
	Specialist Salary Schedule; Off Schedule	
	2016-17 Transportation Schedules; Adjustment; Off Schedule.....	60
	2017-18 Transportation Schedules; Off Schedule.....	61
	2018-2019 Transportation Schedules; Off Schedule.....	61
	December Bonus	61

	Schedule A: Calendar Guidelines	62-63
	Schedule B: Holiday Schedules.....	64
	Classified, Clerks, Technology and Specialists	
	Floating Holiday	
	Schedule C: Holiday Schedules.....	65
	Para-Educators, Licensed Practical Nurses,	
	Physical Therapist Assistants, Certified	
	Occupational Therapist Assistants,	
	Para-Educator/Sign Language Assistants, Bus Drivers,	
	Transportation Aides, Transportation Aide/Sign Language	
	Assistants	
Article XX	Duration of Agreement.....	66
	Appendix A.....	67-70
	CAPSC Agreement, Project Specialist Bumping	
	Rights, Effective April 30, 1992	
	Appendix B:.....	71
	<i>Work-Related Injury Documentation and Reporting Procedure</i>	
	Appendix C	72-78
	Insurance Protection, September 12, 2005	
	Appendix D	79
	Memorandum of Understanding: Summer Recreation/Day	
	Camp Program, May 7, 2001	
	Appendix E.....	80
	Memorandum of Understanding: Meals/Beverages at Meetings	
	July 26, 2006	
	Appendix F.....	81-82
	Alignment of Sick and Personal Business to the Workday	
	June 4, 2007	
	Appendix G	83-84
	Memorandum of Understanding: Summer Work Schedule	
	April 19, 2010	
	Appendix H	85-88
	Memorandum of Understanding: CTE Para-Educators	
	(Including Extensions for 2014-2015 and 2015-2016)	
	Appendix I.....	89
	Memorandum of Understanding: Compensation on	
	Inclement Weather Days, May 13, 2015	
	Appendix J.....	90-91
	Memorandum of Understanding: 2015-16 Pay Schedule for	
	Special Education Employees, September 17, 2015	
	Appendix K.....	92-93
	Memorandum of Understanding: Transportation Voluntary	
	Job-Sharing, September 15, 2016	
	Appendix L.....	94
	Memorandum of Understanding: Pay Options, April 19, 2016	
Index		95-96

Article I

Recognition

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

- A. Employee job classifications and positions within job classifications included in the bargaining unit: (Positions within job classifications are listed in order highest to lowest for the purpose of clarifying the bumping order in the event of layoff of staff.)

Apple Systems Specialist
Applications Support Specialist
Bus Driver
Business Office Clerk
Business Office Support Specialist
 Business Office Support Specialist II
 Business Office Support Specialist I
Certified Occupational Therapist Assistant (COTA)
Custodians
 Head Custodian
 Custodial Team Leader
 Custodian
Data Entry Clerk
Dispatcher/Router
Distribution Center Operator
General Maintenance Coordinator
Licensed Practical Nurse
Maintenance and Operations Specialist
Materials Clerk/Typist
Materials Handler
Network Operations Specialist
Para-Educator, Behavior Support
Para-Educator, Brailist
Para-Educator, Career-Technical Education
Para-Educator, Special Education Programs
Para-Educator/Sign Language Assistant
PC/Equipment Support Technician Assistant
PC/Equipment Support Technician
 PC/Equipment Support Technician II
 PC/Equipment Support Technician I
Physical Therapist Assistant
Program Secretary
Project Coordinator
Project Specialist
Secretary

Systems Specialist, Technology and Media Services
Transportation Aide
Transportation Aide/Sign Language Assistant
Transportation Safety Trainer
Transportation Services Coordinator
Video Specialist

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

Excluded employees shall include but will not be limited to supervisors, confidential employees, employees on the supervisory and technology specialist pay schedule, part-time employees, substitutes, co-op students, interns and all other employees. Part-time employees are those employees working not more than eighteen (18) hours per week and those employees hired for temporary work.

- B. The Board shall have five (5) working days to notify the Union whenever a position is to be reclassified or a new job classification is to be added to the bargaining unit. The Union shall have ten (10) working days to notify the Board of its intent to negotiate the hourly rate for the reclassified or new job classification.
- C. The Board shall provide notice to the Union of all new hires covered by this Agreement. The notice shall include name, job classification, assigned location and initial date of employment.
- D. Temporary, limited duration grant-funded, and/or consortium-funded positions which the Genesee Intermediate School District develops after July 1, 1995 may be placed in the bargaining unit with all rights and privileges under all job classifications in Section A above or the Board may post the position outside the bargaining unit.
- E. Positions posted outside the bargaining unit as specified in Section D above will be periodically reviewed by the CAPSC, but no later than 12 months after the filling of the position, to determine the following:
 - 1. Whether or not the position should be placed in the bargaining unit within an existing job classification or a new job classification with all rights and privileges as specified in the master Agreement.
 - 2. Whether or not the position should be placed in the bargaining unit within an existing job classification or a new job classification with partial rights and privileges, such as a different salary schedule, work year, fringe benefits, layoff and recall provision, sick and personal leave provisions, etc.
 - 3. Whether or not the position should continue to remain outside the bargaining unit.

- F. All bargaining unit positions created under Section E, numbers 1 and 2 above, shall be posted as new vacant bargaining unit positions should it ever be determined that the position should be placed in the bargaining unit. These positions shall be filled in the following order, provided the employee meets the job requirements:
1. Employee on layoff.
 2. Employee on involuntary leave of absence, i.e., medical/disability/worker's compensation.
 3. Employee on voluntary leave.
 4. Other bargaining unit employee.
 5. Nonbargaining unit employee.
- G. Job postings of positions that will be outside of the bargaining unit under Sections D and E above shall contain a statement that the position is not in the bargaining unit, may never be in the bargaining unit, and that the contract, benefits, and rights do not apply to the individual that holds that position.
- H. Positions outside the bargaining unit under Sections D and E above are not eligible to be bumped, into or from, by bargaining unit employees under Article IX, Layoff and Recall, of this Agreement.
- I. Current bargaining unit members who apply and are selected for a position that is outside of the bargaining unit shall have their seniority frozen and shall not accrue seniority except as may be specifically provided by a CAPSC agreement prior to the individual's commencing employment in the position.
- J. Employees with frozen seniority shall return to an available position in the bargaining unit in accordance with Article VII, Seniority, Section L, of this Agreement. Employees on layoff working in a position outside the bargaining unit, Sections D and E above, shall return to an available bargaining unit position in accordance with Article IX, Layoff and Recall, of this Agreement.
- K. The Board and Union agree that the language developed under Sections D through H above is developed as a means for the Board and Union to work together to address the changing role of the Genesee Intermediate School District. Participation in the process shall neither expressly nor by implication be deemed to be a waiver of either party's rights pursuant to the provisions of the Public Employment Relations Act.

Article II

Board Rights

- A. The Union recognizes that the Board has and retains the responsibility and authority to manage and direct, by the establishment and administration of policy in behalf of the public, the operations and activities of the Genesee Intermediate School District in all respects and to the full extent of the law.
- B. All management rights and functions, except those that are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board.
- C. It is expressly recognized by way of illustration and not by way of limitation that such rights and functions include but are not limited to the following:
 - 1. Full and exclusive control of the management of the school district, control of property, supervision of all operations; determination of methods, processes, means and personnel by which any and all work will be performed along with the standards to be met by employees; and the composition, size and type of work force.
 - 2. The right to hire, establish and change work schedules; set hours of work; determine qualifications of employees, discipline, demote, suspend, and discharge for cause; establish, eliminate or change classifications; assign, transfer, promote, release and lay off employees.
- D. In accordance with Board Policy #4122, Nondiscrimination and Equal Employment Opportunity, the Genesee Intermediate School District (GISD) does not discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, marital status, genetic information, or any other legally protected characteristic, in its programs and activities, including hiring, promotion and retention. The persons designated to handle inquiries regarding the nondiscrimination policies of GISD or to address any complaint of discrimination are the Deputy Superintendent and the Executive Director of Human Resources (Title IX Coordinator), Human Resources and Operations, 2413 West Maple Avenue, Flint, Michigan 48507-3493.

Article III

Union Rights

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

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

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

- F. Any reprimand or other corrective action pertaining to employee performance shall be in accordance with Administrative Guideline (AG) #4139, Corrective Action. In any corrective action meeting or hearing, the employee may be accompanied by a Union representative. In the event the employee requests representation by a Union representative, no meeting shall be held until a Union representative is available.

Article IV

Employee Responsibilities

- A. The Board and the Union recognize that chronic absenteeism is a joint problem that must be corrected.
 - 1. The Union agrees that chronic absenteeism shall be addressed through AG #3244, Employee Attendance, and AG #4139, Corrective Action.
 - 2. The Union shall be notified of any Union member whose absenteeism record warrants attention through the corrective action procedure.
 - 3. Not adhering to AG #3244 or AG #4139 shall be subject to the grievance procedure (Article VI).

- B. To maintain fringe benefits offered, employees covered by this Agreement shall provide:
 - 1. Personal data and emergency information.
 - 2. Employee's Withholding Allowance Certificate, Form W-4, (Federal income tax).
 - 3. Employee's Michigan Withholding Exemption Certificate, MI-W4, (State of Michigan income tax).
 - 4. Employee's Withholding Certificate for City of Flint Income Tax, FW-4, (this form is required of employees residing within the city limits of Flint).
 - 5. Photocopy of social security card.
 - 6. Current certificate of automobile insurance (required of all personnel receiving travel reimbursement from the District or driving District vehicles).
 - 7. Employees assigned to programs that escort students (i.e., Transition Center and/or others) to locations or job sites where a TB test is required shall provide proof of freedom from communicable disease (negative test for TB). TB tests for these employees shall be available at no cost from nurses assigned to center-based programs.
 - 8. Member information form for the Public School Employees Retirement System (provides for the nomination of a beneficiary).
 - 9. Payment for their required portion of the health benefits premium (see Article XIV, Insurance Protection and Tuition Reimbursement).

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

- D. The Board may reimburse an employee who suffers damage to personal property caused by the actions of a student, providing there is no negligence on the part of the employee, said personal property being those items which are necessarily brought to the workplace and/or essential to performance of regular duties. The employee shall provide the Superintendent with proof to substantiate the employee's loss.

- E. Upon written authorization from the employee and consistent with Board policy and procedure, the Board shall deduct from the wages of the employee through a payroll deduction plan such deductions as annuities, credit union, savings bonds and United Way or any other deductions jointly approved by the Union and the Board.

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

Article V

Negotiation Procedure

- A. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been subject to negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement unless there is mutual consent by both parties.
- B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside of the school district. Efforts shall be made by both parties to this Agreement to maintain stability of membership in these negotiating groups. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and membership of the Union, but the parties mutually pledge that representatives selected by each party shall have all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification by both parties.
- C. Negotiations shall commence sixty (60) calendar days preceding the expiration of this Agreement, upon proper notice from the Union to the Board.
- D. If the parties fail to reach an agreement in any such negotiations, either party may invoke the dispute settlement procedure of the Michigan Employment Relations Commission.
- E. Savings Clause - Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree to negotiate a substitute for the invalidated Article, Section or portion thereof. More specifically, the parties agree that in the event that this Agreement, or any Article, Section or portion thereof, is found to be impacted by any amendment to the Patient Protection and Affordable Care Act (PPACA) or the Publicly Funded Health Insurance Contribution Act (P. A. 152) or their guidelines for compliance, the CAPSC process will be utilized to resolve the issue.
- F. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing and signed by both parties as an amendment of this Agreement. This section is subject to provisions of Section B above.

Article VI

Grievance Procedure

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

answer shall be returned to the employee and the Union within ten (10) working days of said meeting.

F. Level III

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

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

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

- G. If a grievance arises from an action of authority higher than the supervisor or involves more than one (1) building, the Union may present such grievance at Level II of the grievance procedure. The Superintendent or designated representative may request that said grievance be returned to Level I for disposition.
- H. Any reprimand or corrective action pertaining to employee performance shall be in accordance with AG #4139, Corrective Action. In any corrective action meeting or hearing, the employee may be accompanied by a Union representative. In the event the employee requests representation by a Union representative, no meeting shall be held until a Union representative is available.

Article VII

Seniority

- A. Seniority shall be defined as length of service within the district as a bargaining unit employee beginning with the employee's first working day. A bargaining unit employee shall be defined as an employee who is working at least 18 hours per week, has successfully completed the probationary period and is assigned to a bargaining unit position. Substitute employees are not considered to be bargaining unit employees.
- B. The Board and the Union agree that as of December 14, 1993, seniority for employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules will be calculated by using a formula of 180 days/1,260 hours as follows:
1. Bargaining unit employees working 180 days or a total of 1,260 hours from the period of July 1 to June 30 shall receive 1.00 year of seniority credit for that school year. Earned sick and vacation time shall accrue seniority.
 2. Portions of a year less than 1.00 for employees not meeting the requirements above will be calculated by dividing the employee's work days including paid sick and vacation time by 180 days, or the employee's work hours including paid sick and vacation time by 1,260 hours. The method used (180 days or 1,260 hours) will be the one that gives the employee the largest number for seniority credit.
 3. Seniority years of credit will be calculated to the nearest hundredth. Example: 16.367 will be converted to 16.37 years.
 4. In the event two or more employees have the same seniority number to the nearest hundredth in the same position within a job classification, the employee with the earliest date of hire shall be considered the employee with the most seniority.
 5. Should a tie still exist, a drawing, if necessary, will be held with representatives of the Union and Board present to determine position on the seniority list by job classification. Affected employees shall be informed of the drawing and may elect to be present.
 6. Less-than-full-time bargaining unit employees will be given seniority credit utilizing the 180 days/1,260 hours formula retroactive to the date they were recognized by the district as being eligible for membership in the bargaining unit.
- C. The Board and the Union agree that as of May 1, 1998, seniority years of credit for bargaining unit transportation employees (bus drivers, district couriers, transportation aides and transportation aide/sign language assistants) will be calculated by using a formula of 36 weeks x 18 hours per week = 648 hours per year as follows:
1. Bargaining unit transportation employees working at least 648 hours from the period of July 1 to June 30 shall receive 1.00 year of seniority credit for that school year. Earned sick time shall accrue seniority.
 2. Portions of a year less than 1.00 for transportation employees not working at least 648 hours from the period of July 1 to June 30 above will be calculated by dividing the employee's total work hours, including paid sick time, by 648 hours.
 3. Seniority years of credit will be calculated to the nearest hundredth. Example: 548 hours worked divided by 648 hours = .8456 years of seniority credit which will be rounded to .85 years.

4. The Union and the Board recognize that over 35 transportation employees were hired at the beginning of the 1997-98 school year to implement the pilot special education transportation program. As a result, GIESPA bargaining unit transportation employees hired between August 19, 1997 and September 13, 1997 participated in a drawing on April 23, 1998 to determine order of seniority within job classification. The employee with the lowest number assigned as a result of the drawing was to be considered the employee with the most seniority in their job classification.
 5. In the event two or more bargaining unit transportation employees in the same job classification hired after September 13, 1997 have the same seniority years of credit to the nearest hundredth, the employee with the earliest date of hire shall be considered the employee with the most seniority. Should a tie exist, a drawing, if necessary, will be held with representatives of the Union and the Board present to determine position on the seniority list by job classification. Affected employees shall be informed of the drawing and may elect to be present.
- D. Short-term leaves of absence not exceeding 25 work days and jury duty shall accrue seniority.
- E. Employees on medical/disability/worker's compensation leaves of absence as described in Article XII, Leaves of Absence, Section J, being carried as active employees shall accrue seniority for a minimum of six (6) months or the end of the contract year, June 30, whichever is longer, for the days the employee is normally scheduled to work, subject to Section I below.
- F. Employees may not earn more than 1.00 year of seniority credit for any July 1 to June 30 school year.
- G. Additional hours worked in one school year from July 1 to June 30 may not be transferred to another school year for the purpose of calculating seniority credit.
- H. Employees transferring from one bargaining unit classification or position within a classification to another on a temporary basis (i.e., summer employment) shall earn credit toward their year of seniority for the July 1 to June 30 period, provided the position is recognized as a bargaining unit position in Article I, Recognition, of the master Agreement.
- I. Employees shall not earn seniority credit for the following:
1. Long-term unpaid leaves of absence.
 2. Unpaid family and medical leaves of absence in accordance with AG #4430.01, Family and Medical Leave of Absence.
 3. Educational leaves of absence.
 4. Medical/disability/worker's compensation leave of absence that necessitates placing the employee on inactive status in accordance with Article XII, Leaves of Absence, Section J, of the master Agreement.
 5. Time off without pay as a result of corrective action.
 6. Unpaid time off for the purpose of child care, subject to Section J below, or the adoption of a child.
 7. Time that the employee is on layoff.

J. Employees on a child care leave of absence who are medically unable to return to work shall earn seniority credit provided they submit medical verification from a licensed physician to Human Resources and Operations. The physician's statement must indicate a return-to-work date even if the employee plans to remain on an approved child care leave of absence beyond the period covered by the physician's statement. The intent of this section is to treat the first six (6) or eight (8) weeks immediately following the birth of the child in the same way as any other medical/disability leave.

K. Transportation employees employed in a different job classification in the bargaining unit shall earn seniority in the new job classification in which they are employed in accordance with Article VII, Seniority, Section B, of the master Agreement applicable to other job classifications represented by the Union. Their current transportation seniority shall be recalculated as follows:

1. Employee A works 548 hours in 1997-98 and 1,440 hours in 1998-99. The calculation for transportation seniority is:

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

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

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

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

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

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

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

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

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

- L. An employee who is promoted to a position outside the bargaining unit shall have their seniority frozen and shall be identified on the seniority list.
- M. Employees with frozen seniority wishing to return to a position within the bargaining unit shall return to the first available position provided they meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy for the position for which they believe they are eligible.
- N. Seniority shall be terminated for the following reasons:
 - 1. Employee resigns.
 - 2. Employee is discharged.
 - 3. Employee retires.
 - 4. Employee is laid off and loses recall rights under Article IX, Section K.
- O. A current seniority list utilizing the 180 days/1,260 or 648 hours formula shall be published by August 1 of each year.

Article VIII

Probationary Employees

- A. New employees shall be considered as probationary employees until they have been employed ninety (90) working days. After completion of ninety (90) working days, employees shall be considered to be bargaining unit employees; and their seniority will start as of their most recent date of hire in a bargaining unit position.
- B. In the event probationary employees are absent during the probationary period, the number of days absent shall be added to the ninety (90) working days probationary period.
- C. Probationary employees do not have access to any provision in this Agreement unless it is specified that the provision applies to probationary employees. Probationary employees are at will employees until they have successfully completed their probationary period.
- D. Probationary employees shall not have recourse to the provisions of Article VI, Grievance Procedure, in the event they are laid off or discharged except that they may grieve a problem as it relates to the accumulation of days toward completion of the probationary period.
- E. Probationary employees shall be eligible for health insurance or the cash option and life insurance after they have completed one (1) full day of work, as stated in Article XIV, Insurance Protection.
- F. Probationary employees are not bargaining unit employees and are not eligible for sick time or vacation time until they have successfully completed their probationary period.
- G. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their sick time and vacation time, as appropriate, posted back to their most recent date of hire in a bargaining unit position.

Article IX

Layoff and Recall

- A. Should it become necessary to lay off staff, such layoffs shall be by job classification in accordance with district seniority. When there is more than one position identified under a job classification, then layoff shall be in the identified position within that job classification.
1. Job classifications and positions within job classifications are set forth in Article I, Section A, of this Agreement.
 2. Positions may be either calendar or academic year positions.
 3. Calendar year positions shall be defined as those positions where the employee is scheduled to work 46 through 52 weeks for 230 through 260 paid work days. Paid work days shall include paid holidays and vacation time, if applicable.
 4. Academic year positions shall be defined as those positions where the employee is scheduled to work 36 through 45 weeks for 180 through 229 paid work days. Paid work days shall include paid holidays and vacation time, if applicable.
 5. The Board and Union agree that employees on the Transportation Salary Schedule will work out of several regional sites (bus garages) in order to provide an economical, efficient and quality transportation program for the students we serve. Employees may be required as a result of layoff, bumping, transfer and/or reassignment to work out of a different regional site (bus garage) in order to meet the requirements of their work schedule.
- B. The following procedures will be followed in the layoff of staff:
1. The department director/program administrator shall determine necessary reductions by program/department and position and notify the Deputy Superintendent of a need to lay off the employee(s).
 2. Probationary employee(s) within the affected program/department and position shall be laid off first in inverse order of hire date. If further reductions are necessary, employee(s) with the least seniority shall be laid off.
 3. The Deputy Superintendent shall notify the affected employee(s) and representatives of the Union of a need to meet to discuss possible layoff(s).
 4. The affected employee(s) and representatives of the Union shall meet with representatives of the District to review the reductions and bumping rights of the affected employee(s).
 5. The affected employee(s) shall have five (5) working days from the meeting set forth in number 4 above to submit a written request to the Deputy Superintendent to transfer or bump provided a position is available or a position is filled by a less senior employee.
 6. Employees may volunteer to take a lower level and/or lower work year position in order to reduce the number of bumped positions in the district. Employees who volunteer shall retain reassignment rights to an equivalent position for a period of time equal to their seniority, but not more than four (4) years from the date of reassignment.
 7. Laid off employees unable to transfer or bump within the same job classification in number 5 above may transfer or bump into a different job classification provided they have worked, within the last four (4) years, in the job classification into which they wish to transfer or bump, have earned at least one (1) year of seniority credit (not necessarily consecutive) within that job classification, can pass the appropriate

competency tests, and meet the requirements of the position. The four (4) years set forth above shall be calculated by determining the previous 48 months from the date of the notification in number 3 above. The Union and Board negotiations team agree to revisit and review this language at the end of this Agreement.

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

8. Employees exercising bumping rights will bump to the lowest senior position in the district within their job classification and within their level of position (calendar year or academic year).
 9. Bumping rights for Project Specialists are described in CAPSC Agreement #2 of April 30, 1992 (see Appendix A).
 10. Employees involuntarily reassigned, transferred, or bumped (according to seniority) to a lower level/work year position (calendar year to academic year) shall retain reassignment rights to an equivalent calendar year position for a period of time equal to their seniority, but not more than four (4) years from the date of reassignment.
 11. Employees involuntarily reassigned, transferred, or bumped (according to seniority) to a higher level/work year position (academic year to calendar year) will remain in that position and do not have automatic return rights to their previous level/work year position. However, they may apply for a position under Article X, Vacancies, Transfers, Promotions and Reassignments.
- C. Should it become necessary to reduce an employee's work schedule from a calendar year (46 through 52 weeks) to an academic year (36 through 45 weeks), the following procedure will be implemented:
1. The department director/program administrator shall notify the Deputy Superintendent of a need to change work schedule(s) and indicate the effective date of change.
 2. The Deputy Superintendent shall notify in writing the affected employee(s) and representatives of the Union.
 3. The employee(s) will have five (5) working days from receipt of the written notice to notify the Deputy Superintendent in writing of their intentions as follows:
 - Remain working in the position to be rescheduled.
 - Request reassignment or the right to bump into the lowest senior calendar year same level position within their job classification provided a position is available or a position is filled by a less senior employee.
- D. Following receipt of a request for reassignment as a result of the procedure in Section C above, the District shall transfer, reassign or bump the lowest senior calendar year employee to the position to be rescheduled in Section C above and then reassign the employee with the higher senior calendar year status to the same level position within their job classification.

- E. The Board and the Union recognize that it may be necessary to change employee work schedules in order to meet the needs of the district and the constituent school districts. Should it be necessary to change employee work schedules within the calendar year (46 through 52 weeks for 230 through 260 paid work days, Section A, number 3, above) and/or within the academic year (36 through 45 weeks for 180 through 229 paid work days, Section A, number 4 above), the following procedure will be implemented:
1. The department director/program administrator shall notify the Deputy Superintendent of a need to change work schedules and include the effective date of change.
 2. The Deputy Superintendent shall notify in writing the affected employee(s) and representatives of the Union.
 3. The employee(s) may request a meeting with Union representatives, the department director/program administrator and Deputy Superintendent by submitting a written request to the Deputy Superintendent within five (5) days from receipt of the notice in number 2 above.
 4. A meeting will be held with the affected employee prior to the effective date of change whenever possible.
 5. Notice of employee work schedule changes that result in a reduction in work hours will be sent by June 30 of each school year, whenever possible.
- F. All other schedule changes resulting in a reduction in employee work schedules will follow the procedures as specified in Section C above, except voluntary work-year reductions, which will follow AG #3124A, Voluntary Work-Year Reduction, and flexible work schedules, which will follow AG #3481, Flexible Work Schedules.
- G. Employees who are laid off shall receive sixty (60) calendar days written notice except in an accident caused directly or indirectly by natural occurrences or in case of inoperable physical facilities or equipment due to no cause of the Genesee Intermediate School District. Such conditions may result from, but are not limited to, fire or damage caused by means to extinguish fire, lack of power, light, heat or refrigeration.
- H. Employees on layoff shall not accumulate seniority except in accordance with Article VII, Section B, of this Agreement.
- I. Employees may volunteer to take a reduction in their work day. Employees who take a voluntary reduction in their work day in order to prevent or reduce layoffs shall receive full seniority. Employees who take a voluntary reduction in their work day for personal reasons shall have their seniority adjusted in proportion to time worked.
- J. Laid-off employees shall be recalled by position within job classification in reverse order of layoff. Laid-off employees shall be recalled before employees on leaves of absence without pay in excess of 25 work days (Article XII, Section B) and child care leaves in excess of one (1) year (Article XII, Section D).
- K. Employees shall be eligible for recall for a period of time equal to their seniority but not more than four (4) years from date of layoff.

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

Article X

Vacancies, Transfers, Promotions and Reassignments

- A. A vacancy shall be defined as an open bargaining unit position that the district intends to fill or a newly created position subject to be in the bargaining unit.
1. When a vacancy becomes available, the district will post the position in a timely fashion unless:
 - a. A bargaining unit member is in a position being reclassified and is qualified for the reclassified position.
 - b. A bargaining unit member is on involuntary leave of absence (including layoff), or voluntary leave of absence and able to return to the first available position within their job classification.
 - c. In extenuating circumstances, the Board and the Union may agree to delay the posting of a position.
 2. Bargaining unit members eligible to return to an open position shall be returned in the following order based on seniority:
 - a. Laid-off employees or those who elected/transferred to a lower level position in lieu of layoff.
 - b. Employees who were placed on an involuntary leave of absence or are on medical/disability/worker's compensation leave for a period in excess of six (6) months or the end of the contract year (June 30), whichever is longer.
 - c. Employees on leave for the following voluntary reasons:
 - (1) Employees returning from a child care leave in excess of one year.
 - (2) Employees returning from a leave of absence, personal or otherwise, in excess of 25 work days.
 3. Whenever a vacancy arises and numbers 2.a., 2.b., and 2.c. above and Section J, numbers 3.a. and 3.b. below have been satisfied, a notice shall be posted on a bulletin board in each building for no less than five (5) working days before the position is filled. An electronic notice of the vacancy shall be sent to all bargaining unit employees who have been assigned a district email address.
 4. The vacancy notice for a transportation position will also be sent to all transportation employees within that job classification. The employee is responsible for reporting changes of address to Human Resources and Operations in writing or electronically.
- B. Transfer requests for vacancies shall be processed as Online Applications available on the GISD website at the *Employment* tab using the link titled, *Current GISD Employees – click here for vacancies*.

- C. Bargaining unit members who meet the qualifications, experience and competency as well as other relevant factors consistent with Board policy shall be given consideration in filling a vacancy within the bargaining unit. In addition to review of the job description, consideration may include the following:
1. Needs of department or district,
 2. Skill sets/education,
 3. Required testing results,
 4. Interview,
 5. References,
 6. Evaluations,
 7. Attendance (not including absences associated with an approved leave under the Family and Medical Leave Act), and
 8. Corrective action.
- D. Bargaining unit members promoted and/or reclassified within the unit shall be given a sixty (60) work day trial period to demonstrate their ability to successfully perform within the new position. The department director/program administrator will give the employee assistance, which may include training and/or classes, to enable the employee to meet the expectations in their newly assigned area of responsibility.
- E. Bargaining unit members promoted and/or reclassified within the unit shall be evaluated prior to the completion of the sixty (60) work day trial period. Employees unable to demonstrate their ability to successfully perform the work required during their trial period shall be transferred to the first available bargaining unit position for which they hold the qualifications, experience, and competency, as well as other relevant factors consistent with Board policy.
- F. Bargaining unit members promoted and/or reclassified within the unit who are not successful during the sixty (60) work day trial period and are scheduled for transfer to another position as described in Section E above shall receive the same rate of pay earned during the promotion for six (6) months or the end of the contract year (June 30), whichever is longer. At that time, the employee shall be placed on the appropriate step and level of the salary schedule.
- G. When two or more bargaining unit members apply for the same vacancy and have the same qualifications, experience, competency and other relevant factors, seniority shall be used to determine which employee shall fill the vacancy.
- H. Bargaining unit members promoted to a higher paying position shall be placed at a salary level of no less than the equivalent of one increment above their previous position. Bargaining unit members on the Transportation Salary Schedule promoted to a higher paying position shall receive the rate of pay for the new position.
- I. Bargaining unit members transferred to a temporary position shall receive their same rate of pay or the rate of pay for their new position, whichever is higher.

- J. Transportation Department Work Schedule Changes:
1. Definition of a work schedule change: Each school year, from August to October 1, it is understood by the Board and the Union that bus team work schedules are fluid to change. On and after October 1, time changes in work schedules will be subject to the process listed below.
 2. After October 1 of each school year, should it be necessary to reduce a transportation employee's work schedule by more than five (5) hours per week for a period of time of at least 10 consecutive work days, up to and including 20 consecutive work days within the academic school year, the following procedure will be implemented:
 - a. Dispatcher/Router reviews with the transportation administrator/supervisor possible changes to the work schedule.
 - b. Transportation administrator/supervisor approves change(s) in work schedule time. Discussion and/or meetings may be needed with affected bus teams in order to provide input prior to change(s) being finalized.
 - c. Transportation administrator/supervisor directs dispatcher/router to communicate schedule change(s) to affected staff. Dispatcher/router will explain why change(s) occurred.
 - d. Any additional concerns about the change(s) will be directed to the transportation administrator/supervisor.
 - e. Changes necessitating a reduction in or addition to work schedule hours will require a *Notice of Time Change in Work Schedule* form (see Transportation Employees Handbook). Affected employees will receive a copy for their records.
 - f. The affected employee will be given first preference to work field trips, CBIs, bus moves and to substitute on mid-day extra runs, etc., up to the lost time. The employee may be asked to make the field trip, CBI, bus move or mid-day extra run, etc., (drive or ride) on a different bus and/or out of a different garage in order to ensure cost effectiveness of the transportation program or to meet the needs of the district.
 - g. The district shall make every effort to keep employees' weekly work schedules equivalent to their original assignment, as of October 1, provided there is work available.
 3. When the change in the employee's weekly work schedule is reduced by more than five (5) hours per week for a period of time in excess of 20 consecutive work days, the following procedure will be implemented:
 - a. The affected employee and Human Resources and Operations will be notified in writing that the employee is to be given first preference in filling the next vacant or newly created position within their job classification for which they meet the qualifications, experience and competency, as well as other relevant factors consistent with Board policy, provided Section A, numbers 2.a., 2.b., 2.c., and number 4 above, have been satisfied.
 - b. An employee who is given first preference to fill a vacancy in number 3.a. above shall be given this preference one time only within an academic year.
- K. Transportation aides who have completed the probationary period and who also hold CDL credentials may be requested to substitute as a bus driver in accordance with the following:
1. The first priority for the transportation aide with a CDL is to the route for which they have been hired as a transportation aide.

2. When a bus driver is absent from a route, the transportation aide with a CDL assigned to that route shall drive that route.
 3. In all other cases, the transportation aide with a CDL will only be used as a bus driver when the substitute bus driver list has been exhausted.
 4. When an employee is moved to a temporary position, seniority will only be accrued in the permanent position for which the employee was hired.
- L. Bargaining unit members interested in a reassignment to or from least restrictive environment program/classrooms or from a least restrictive environment program/classroom back to a center-based program shall complete the *Request for Reassignment* form and submit it to the program administrator for processing (refer to AG #3130 Employee Reassignments). Reassignments to positions created because of the implementation of a least restrictive environment program/classroom will be made according to the following:
1. Positions will be filled first with volunteers on the basis of experience, competency, qualifications and other relevant factors in accordance with applicable master agreement/administrative guidelines/building manual provisions. If two or more bargaining unit members request reassignment to the same open position and have the same experience, competency, qualifications and other relevant factors, then seniority shall be used to determine reassignment.
 2. The employee with the majority of students being transferred from a particular classroom will be given first preference for reassignment, subject to the criteria above, whenever possible.
 3. Should an insufficient number of employees request a reassignment to an available LRE/Project CHOICE classroom, the employee with the least seniority in their designated center-based program (autism spectrum disorder, early childhood, severe cognitive impairment or moderate cognitive impairment) meeting the criteria defined in number 1 above may be reassigned to the new LRE/Project CHOICE classroom in accordance with applicable master agreement/AOP/building manual provisions.
 4. If the lowest senior para-educator designated to go to the new LRE/Project CHOICE classroom in number 3 above has more seniority than a para-educator already assigned to an LRE/Project CHOICE classroom in their designated center-based program (autism spectrum disorder, early childhood, severe cognitive impairment or moderate cognitive impairment) then the para-educator in number 3 above may be given the option to transfer either to the new LRE/Project CHOICE classroom or to the position held by the lowest senior para-educator in any other Project CHOICE classroom within that program.
 5. Also, the reverse will apply. A para-educator already assigned and working in a LRE/Project CHOICE classroom that is designated for merger/closure may be given an option to transfer either to the lowest senior para-educator position in their designated center-based program or the lowest senior LRE/Project CHOICE para-educator position served through their designated center-based program.
 6. The above language will be used as a guide to involuntarily reassign an employee as a result of a new, merged and/or closed LRE/Project CHOICE classroom. The administrator will use seniority, experience, competency, qualifications and other relevant factors to determine which employee is better qualified for a particular assignment.
- M. The district shall retain the right to approve or disapprove all promotions/reclassifications/transfers/reassignments.

Article XI

Sick Leave

- A. Sick leave shall be defined as the absence of an employee from work because of personal illness or disability. Sick leave may be taken because of personal illness or disability of an employee and/or illness or disability of an employee's immediate family member that necessitates the presence of the employee. Immediate family is defined as follows:
1. Spouse,
 2. Child, including foster child and stepchild,
 3. Brother or brother-in-law,
 4. Sister or sister-in-law,
 5. Parent or parent of spouse,
 6. Grandparent or grandparent of spouse,
 7. Son-in-law,
 8. Daughter-in-law, or
 9. Grandchild.
- B. Sick leave shall be computed and accrued on the basis of the fiscal year and posted in hours.
- C. Academic year employees shall receive ten (10) days of sick leave, two (2) of which are personal business days, and calendar year employees shall receive twelve (12) days of sick leave, two (2) of which are personal business days.
1. For the 2016-17 school year, sick leave days and personal business days shall be posted as follows:
On July 1, two (2) personal business days and one-half of the sick leave days shall be posted. Thereafter, beginning in January 2017, additional sick leave days shall be posted at the end of the month in which they are earned.
 2. Beginning in the 2017-18 school year and thereafter, sick leave days and personal business days shall be posted as follows:
On July 1, two (2) personal business days shall be posted. Sick leave days shall be posted monthly at the end of the month in which they are earned.
- D. Employees from other programs assigned to work in the summer for the program at MCIC will receive two (2) additional sick leave days in proportion to the time worked in June, July and August. The additional sick leave time will be posted on September 1 of each year.
- E. Bus drivers, transportation aides and transportation aide/sign language assistants working 180-185 days shall receive ten (10) days of sick leave, two (2) of which are personal business days. Those working 200-205 days shall receive twelve (12) days of sick leave, two (2) of which are personal business days.
- F. Bus drivers and transportation aides assigned to work in the summer for the program at MCIC will receive two (2) additional sick leave days based on the average number of paid regular work hours worked during the summer in the program for June, July and August. The additional sick leave time will be posted on September 1 of each year.

- G. Employees are permitted to use not more than two (2) sick leave days for personal business days per year. A reason must be given if the day requested immediately precedes or follows a holiday. Personal business days may not be used to extend a vacation period, for other employment, and shall not be granted for business that can be conducted after the regular work day. Personal business days may not be used in increments of less than one-fourth (1/4) hour.
- H. Probationary employees are not bargaining unit employees and are not eligible for sick time until they have successfully completed their probationary period. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their sick time posted back to their most recent date of hire in a bargaining unit position (see Article VIII).
- I. Employees taking time off without pay or not completing their work year shall have their sick leave prorated in proportion to the time worked. New employees shall be credited with a sick day if they work two-thirds (2/3) of the work days their first month of employment and then prorated for the balance of time worked. Employees working more than eighteen (18) hours per week, but less than full time, shall receive sick leave in proportion to time worked.
- J. Employees taking time off without pay that is not approved through the provisions of the Family and Medical Leave Act, other leave provisions in this Agreement, and/or applicable district administrative guidelines will be subject to corrective action in accordance with AG #4139, Corrective Action.
- K. Charges against accrued sick leave and pay allowances shall be made only for time absent from regularly scheduled work time. No sick leave shall accrue while employees are on a leave of absence, disability leave, leave without pay, or layoff. Employees taking time off without pay shall have their sick time adjusted accordingly. Sick leave may be used in increments of one-fourth (1/4) hour.
- L. Employees terminating employment shall pay the District the dollar value of ineligible sick time used but not earned through an automatic adjustment in their last paycheck. Employees with insufficient earnings in their last paycheck shall reimburse the District the dollar amount within ten (10) days from their last day of work.
- M. Sick leave days may be accumulated not to exceed sixty (60) days. Any sick leave days over thirty (30) days may be used as follows:
 - 1. Sick leave days may be accumulated to sixty (60) days or sick leave days in excess of thirty (30) days may be converted to vacation days at the rate of two (2) accumulated sick leave days equating to one (1) vacation day.
 - 2. Conversion of sick leave days in excess of thirty (30) days to vacation days shall be on an annual basis at the conclusion of each fiscal year.
 - 3. The employee notifies the Superintendent in writing by June 1 of each year of the number of sick leave days to be converted to vacation days.
 - 4. Days converted must equate to not less than one-half (1/2) vacation day increments.
 - 5. Upon termination of employment, accrued sick leave days over twenty (20) days shall be paid at the rate of \$40.00 per day.

- N. Requests to have absences charged to sick leave shall be made to the employee's immediate supervisor and must have the approval of the immediate supervisor, department director and the Superintendent or designee. Improper use of sick leave or excessive absence from the job may constitute grounds for corrective action.

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

- O. Employees shall notify their immediate supervisor promptly of any disability or illness. Proof of initial or continued illness or disability may be required by the Deputy Superintendent for reasonable cause concerning the validity of sick leave application. Employees may coordinate accumulated sick/vacation time in conjunction with disability benefits as follows:
1. Employees will be allowed to coordinate paid sick/vacation leave time with paid disability benefits, i.e., receive one-third of a day's pay from accumulated sick/vacation time and receive two-thirds of a day's pay from the disability insurance carrier. Employees shall use disability insurance benefits instead of full accumulated sick/vacation days after they become eligible for disability.
 2. Due to cost considerations and contract language that specifies "coverage shall commence on the thirty-first (31st) calendar day after the beginning of the disability" (Article XIV, Section G, Disability Insurance, number 1), employees may not utilize full accumulated sick/vacation days in lieu of disability benefits when they become eligible. Accumulated sick/vacation days, if utilized, will be coordinated as described in number 1 above.

P. On-The-Job Injury

Accidents shall be reported immediately in writing on the form provided by the employer to Human Resources and Operations. Employees may use accumulated sick days on a prorated basis in conjunction with benefits received from worker's compensation. The combined rate received may be equivalent to but shall not exceed the employee's daily rate.

- Q. When the District requests/requires an employee to seek medical attention due to work-related accident, injury, or communicable disease (such as scabies or head lice), the employee will not be charged sick time in the following instances:
1. For the balance of the day on which the incident occurred;
 2. For time spent at the clinic for a follow-up visit as directed by representatives from the District or clinic;
 3. For time spent at the clinic to obtain permission to return to work.

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

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

Article XII

Leaves of Absence

A. Emergency

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

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

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

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

B. Personal Leaves

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

1. Short-term leaves shall be granted at the option of the Superintendent not to exceed twenty (20) working days in duration. In extenuating circumstances the leave may be extended up to five (5) additional days without the loss of seniority. Application for short-term leave of absence shall be made on the *Request for Personal Leave of Absence* form (available in building offices or on the P: drive in the GISD Forms folder) prior to commencement of the leave and in accordance with AG #3430, Leaves of Absence: Personal.

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

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

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

Employees returning from a short-term leave shall be returned to the same position.

2. Long-term leaves of absence may be granted for a period of up to one (1) year. Application for long-term leave of absence shall be made in writing and accompanied by the *Request for Personal Leave of Absence* form at least sixty (60) days prior to the commencement of the leave, except in case of emergency. Seniority, sick, vacation, and/or personal business time shall not accrue during long-term leaves of absence.
3. Employees returning from a long-term leave shall be eligible to return to the same or equivalent position when available for a period of time equal to their seniority but not more than four (4) years from the ending date of the leave.
4. The Superintendent may renew said leave beyond the term allowed in number 2 above up to an additional year. The employee shall notify the Superintendent in writing at least sixty (60) days prior to the termination of said leave requesting an extension.

C. Educational Leave

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

D. Child Care Leave

1. A leave of absence without pay up to one (1) year shall be granted to any employee for the purpose of child care. The child of the leave must be a newborn infant or a newly adopted child.
2. Request for such leave shall be made in writing with written verification from a physician or verification of custody from the appropriate agency or court and accompanied by the *Request for Medical Leave of Absence (GIESPA Employees)* form.
3. In order to provide continuity of program, the employee shall notify Human Resources and Operations in writing at least sixty (60) days in advance of the anticipated leave, except in case of extenuating circumstances whereby the leave may be granted with less notice.
4. The specific beginning leave date shall be determined by mutual agreement of the employee and Human Resources and Operations at least twenty (20) working days prior to the anticipated commencement of the leave with primary consideration given to the written medical statement provided by the employee's physician.

5. Employees shall notify Human Resources and Operations in writing at least thirty (30) working days prior to returning to work. Employees returning from a child care leave of one (1) year or less shall return to the same or equivalent position.
 6. The Superintendent may renew said child care leave beyond the term allowed in number 1 above up to an additional year. The employee shall notify Human Resources and Operations in writing at least sixty (60) days prior to the termination of said leave requesting an extension.
 7. Employees on a child care leave of more than one (1) year shall be eligible to return to the same or equivalent position when available for a period of time equal to their seniority but not more than four (4) years from the ending date of the leave.
- E. An employee may make application in writing to Human Resources and Operations for reinstatement prior to the expiration of a leave; however, accelerated return from leave shall be at the discretion of the Board.

F. Involuntary

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

G. Jury Duty

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

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

It is the responsibility of the employee to collect compensation from the judicial system for court services and travel expenses. Upon receipt of money earned as juror, the employee shall retain the amount paid for travel and submit a check or cash to the business office for the compensation received while providing jury/court services.

H. Court Appearance

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

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

- I. The Board may grant full pay to an employee for approved visitation to any other school or for attending educational conferences, staff development, and/or other inservice training activities. All employees, regardless of assignment, shall be considered for attendance at these activities (see AG #3440A, Conference/Staff Development/Meeting Approval and Reimbursement Guidelines).

J. Medical/Disability/Worker's Compensation Leave

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

1. Employees on medical/disability/worker's compensation leave shall be carried as active employees during the July 1 through June 30 contract year or a minimum of six (6) months, whichever is longer. The count date shall begin on the first day the employee is absent from work for the medical/disability/worker's compensation leave.
 - a. Employees are required to use paid time (sick, personal business, compensatory, or vacation) during all or part of the requested leave and in accordance with Article XI, Section N above.
 - b. Effective July 1, 2016, employees shall be eligible for district paid benefits in accordance with the Family and Medical Leave Act (FMLA) plus one (1) additional month. Eligibility for paid benefits will be determined by reviewing the previous 12 months rolling back from the date of commencement of the leave. The employee cannot exceed four (4) months of district paid benefits in the 12-month period. The four (4)-month count date shall begin on the first day the employee is absent from work for the medical/disability/worker's compensation leave. Employees not eligible for FMLA shall be eligible for one (1) month of district paid benefits. Fringe benefits may be continued by the employee on a contributory basis provided it is approved by the carrier.
 - c. Employees carried as active in this section shall have the right to immediate return when physically able.
2. Employees remaining on medical/disability/worker's compensation leave for the second (2nd) contract year shall be placed on medical leave of absence for a period of up to one (1) year. No contractual benefits, including seniority, shall accrue except for salary payments as provided by the disability insurance carrier or worker's compensation. Fringe benefits may be continued by the employee on a contributory basis provided it is approved by the carrier. The employee shall be entitled to reinstatement to the first available position for which the employee is qualified, subject first to the provisions of the current collective bargaining agreement.
3. Employees remaining on medical/disability/worker's compensation leave for the third (3rd) contractual year may lose all reemployment rights at the discretion of the Board.

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

- K. Employees not returning to work after the end of leave shall be considered a voluntary quit.
- L. No employee shall absent himself from duty without approval of the immediate supervisor, department director, and the Superintendent or designee.
- M. Employees on leave working more than one-half (1/2) of their scheduled work year shall advance on the following year's salary schedule.

Article XIII

Vacations

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

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

1. Vacation time is posted on the basis of the employee's working twelve (12) months during the July 1 through June 30 fiscal year. Employees taking time off without pay, terminating employment prior to the completion of the fiscal year, or those employees who work an academic year schedule shall have their vacation time adjusted in proportion to the actual time worked.
 2. Employees working more than eighteen (18) hours per week, but less than full time, shall receive vacation time in proportion to time worked.
- C. District programs and facilities will be closed between Christmas and New Year's Day on the following dates:

<i>School Year</i>	<i>Days Closed</i>
2016-2017	December 27, 28 and 29, 2016
2017-2018	December 27, 28 and 29, 2017
2018-2019	December 26, 27 and 28, 2018

1. 52-week employees on the Classified, Clerk, and Technology and Specialist Salary Schedules shall be required to use three (3) vacation days during the above closed days. Employees working less than 52 weeks will work with their immediate supervisor to set their working calendar.
 2. Employees will be given at least thirty (30) days' notice, whenever possible, if extenuating circumstances result in the need to schedule work on the above closed days.
- D. Current MCIC employees who do not use all of their vacation accrual during the 2015-16 school year shall be allowed to carry over unused vacation time into the 2016-17 school year to be used by June 30, 2017, after which time any unused time will be lost.
- E. Employees shall have their vacation time posted on July 1 of each school year.
- F. Probationary employees are not bargaining unit employees and are not eligible for vacation time until they have successfully completed their probationary period.

- G. Following successful completion of the probationary period and formal evaluation by the immediate supervisor, a probationary employee becomes a bargaining unit employee and is eligible to have their vacation time posted back to their original date of hire (see Article VIII).
- H. Employees terminating employment shall pay the District the dollar value of ineligible vacation time used but not earned through an automatic adjustment in their last paycheck. Employees with insufficient earnings in their last paycheck shall reimburse the District the dollar amount within ten (10) days from their last day of work.
- I. Accrued vacation time must be used within six (6) months (by December 31) after the end of the fiscal year in which it is earned. However, upon approval of Human Resources and Operations, a maximum of five (5) unused vacation days may be carried over an additional six (6) months (until June 30); thereafter, vacation time is lost.
- J. Employees wishing to carry vacation time beyond December 31 must submit a written request to Human Resources and Operations by December 1 of that school year.
- K. A vacation day is equivalent to the number of hours in an employee's regular work day.
- L. No vacation leave shall accrue while an employee is on leave of absence, disability leave, released time, sick leave without pay, and other leave without pay or layoff. Employees taking time off without pay shall have their vacation time adjusted accordingly.
- M. Vacation time may be used in increments of one-fourth (1/4) hour.
- N. Following notification to the immediate supervisor and approval by the department director and the Superintendent or designee, vacation days may be used in cases of illness and/or disability when sick leave days have been exhausted provided no disability benefits are in effect. Employees may coordinate accumulated vacation leave with disability benefits (see Article XI, Section N of this Agreement).

Article XIV

Insurance Protection and Tuition Reimbursement

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

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

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

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

Effective July 1, 1996, the Board and the Union agreed that options for employees through the development of a Section 125 Plan in accordance with the Internal Revenue Service Code may be advantageous for the employees and the District. Therefore, the Board and the Union implemented a Section 125 Plan with an effective date of September 1, 1996 that allows employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules to elect health insurance or a cash option, Section B of this Article. Further, the GIESPA/Board Finance Committee will continue to work together for possible expansion of the Section 125 Plan to include dependent care, medical reimbursement accounts and/or other programs as allowed under the IRS Code. Any future expansion of the Section 125 Plan must be recommended by the CAPSC and approved by the GIESPA Governing Board and the GISD Board of Education prior to implementation.

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

During the 2004-2005 school year, the GIESPA/Board Finance Committee spent considerable time analyzing the cost of health insurance and exploring options for controlling or reducing the cost of health insurance. We believe that it is in the best interest of the Board and the Union to provide options for employees whereby they can select a traditional health

insurance plan, such as MESSA, or select some other type of insurance plan that best fits their family needs, such as an HMO, a PPO or a POS plan. In May 2005, the Board was informed by MESSA that they would not coexist with an HMO. In June 2005, MESSA revised their position and will continue to coexist with an HMO, a PPO and a POS for the Genesee Intermediate School District. As a result the GIESPA/Board Finance Committee adopted a memorandum of understanding that addresses the concerns the Board and the Union have with MESSA and the position MESSA took regarding coexisting with HMO, PPO and POS plans (Appendix E).

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

A. Insurance Coverage

1. Employees covered by this Agreement shall be eligible to elect health insurance effective after they have completed one full day of work. Employees may elect health coverage within thirty (30) calendar days of employment, except those employees covered by another health plan, in which case the employee shall be eligible at the time that coverage expires but not later than the first day of the month following the employee's first day of work; and
2. Life insurance after they have completed one full day of work.
3. Dental, vision and disability insurance shall be available to eligible employees the first day following the 90 working day probationary period.
4. For employees hired before December 31, 2013 and eligible for health insurance, the District will pay their health benefit premiums for the duration of this Agreement up to the annually adjusted hard cap as defined in the Publicly Funded Health Insurance Contribution Act (P. A. 152). The annual amounts of the hard cap for single, two-person and full-family coverage may be adjusted annually. The premium cost for dental and vision insurance will be paid in full by the District.

Transportation employees hired before December 31, 2013 who received the board-paid amount toward two-person or full-family health benefit premiums (negotiated in a previous contract) shall continue this amount to be used for two-person or full-family coverage. Employees who are husband and wife working in the Transportation Department are both eligible to receive the board-paid health insurance premium to apply to the single (one each), or in combination for a two-person or full-family health plan that fits needs.
5. For new employees hired after January 1, 2014, the District will pay the health benefit premium up to the annually adjusted hard cap for single subscriber coverage only and make dependent coverage available to employees at their cost in accordance with the Patient Protection and Affordable Care Act (PPACA). This single-subscriber language may be a subject of negotiations in the next contract. The premium cost for dental and vision insurance will be paid in full by the District.
6. Employees on the Transportation salary schedules on average less than 30 hours per week shall have the amount of their board-paid health, dental and vision insurance premium adjusted in proportion to time worked/paid. All hours worked/paid for

Transportation employees in the fiscal year between July 1 and June 30 will count towards the 30-hour-per-week average.

7. The cost of insurance premium for employees beyond the board-paid allowance (see number 4 above) or district-paid hard cap will be paid through payroll deduction with pre-tax dollars from the second pay in September through June 30 of each year. Employees will sign a compensation reduction agreement annually to qualify for pre-tax payments of health premiums above the cost of the District-paid hard cap.
8. Employees working less than full time shall receive insurance coverage in proportion to time worked (Section N below).
9. Employees must complete fringe benefit applications for health, dental, vision, life and disability insurance in order to be eligible for fringe benefits or sign a fringe benefit waiver form.

B. Health Insurance/Cash Option

1. Effective July 1, 2016, the Board shall make available to all employees (subject to the limitations of the carriers) the following choices of health insurance coverage:
 - **Blue Cross Blue Shield of Michigan – SB – PPO \$1000/\$2000 deductible**, 20% coinsurance and co-pays, or
 - **Blue Cross Blue Shield of Michigan – SB – PPO/HSA \$2000/\$4000 deductible**, 0% coinsurance and co-pays, or
 - **Blue Care Network – HMO - \$500/\$1000 deductible**, 0% coinsurance plan
 - **Blue Care Network – HMO/HSA - \$1350/\$2700 deductible**, 0% coinsurance
2. Employees on the Classified, Clerk, Para-Educator, and Technology and Specialist salary schedules not electing coverage as described in number 1 above shall receive a cash payment of \$1,760 payable in ten (10) installments (\$176 per month), September through June of each school year. The cash payment may be prorated based on eligibility.

Employees on the Transportation salary schedules not electing coverage as described in number 1 above shall receive a cash payment of \$500 payable in one lump sum in the last pay of June. The cash payment may be prorated based on eligibility.

The cash option shall be subject to applicable federal, state, local, and social security (FICA) taxes.
3. Employees shall be eligible to elect salary reduction for an approved annuity of their choice. The employee is responsible for contacting the annuity representative and submitting the necessary paperwork to Human Resources and Operations (see AG #6520B, Tax Shelter Annuity/Mutual Fund Payroll Deduction Program Enrollment).

C. Dental Insurance

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

1. Co-pay Class I/II/III/IV, 90/90/90/90.
2. Co-pay Class I/II/III/IV, coordination of benefits, 50/50/50/50.

The annual maximum benefit payable during the July 1 through June 30 period is \$1,800 per person. The orthodontic life-time maximum benefit for eligible dependents nineteen (19) years of age or less is \$1,500.

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

D. Vision Insurance

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

Annual maximum benefit payable per family member July 1 through June 30 of each year is summarized below.

<i>Vision Exam</i>	<i>\$ 90.00</i>
<i>Lenses</i>	
<i>Single Vision</i>	<i>\$100.00</i>
<i>Bifocal</i>	<i>\$130.00</i>
<i>Trifocal</i>	<i>\$150.00</i>
<i>Lenticular</i>	<i>\$150.00</i>
<i>Frames</i>	<i>\$200.00</i>
<i>Contact Lenses</i>	<i>Reimbursed at \$250.00 if not medically necessary (cosmetic) in lieu of all other benefits (exam, lenses and frames) during any plan year. Reimbursed \$250.00 if medically necessary (including the cost of exam) during any plan year.</i>

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

E. Flexible Spending Account / Health Savings Account

A flexible spending account for eligible medical reimbursement or eligible child care expenses is available to all employees. The flexible spending account plan year is July 1 through June 30.

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

F. Life Insurance

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

G. Disability Insurance

Disability insurance protection (subject to the limitations of the carrier) shall be provided for employees the first day following the 90 working day probationary period (Section A, number 3) above as follows:

1. Coverage shall commence on the thirty-first (31st) calendar day after the beginning of the disability.
2. Coverage equals sixty-six and two-thirds (66-2/3) percent of the employee's salary per diem rate for the first year and sixty-six and two-thirds (66-2/3) percent of the annual rate thereafter.
3. Payments shall continue until termination of the disability or up to a maximum of five (5) years for employees with less than three (3) consecutive years of service.
4. Disability benefits shall continue for those employees who have been employed for a period of over three (3) consecutive years according to the following schedule:

Age on Date the Period of Disability Commences

Maximum Benefit Period

- | | |
|--|---|
| • Less than 60 years old. | To age 65, but not less than five years. |
| • At least 60 years old but less than 65 years of age. | Five years of benefits. |
| • At least 65 years old but less than 70 years of age. | To age 70 but not less than one year of benefits. |
| • Seventy years of age or older. | One year of benefits. |

- H. Insurance premium payments shall be for a twelve (12) month period for those employees completing their work year.
- I. Insurance premium payments up to the hard cap for health and in full for dental and vision shall be paid by the Board for employees on disability or worker's compensation while the employee maintains active employee status as defined in Article XII, Section J, number 1, of this Agreement. Payments and coverage are subject to the limitations of the carrier. In the event the employee is not receiving pay during this time (i.e., not using eligible paid time, such as sick time, etc.), it is the employee's responsibility to contact Human Resources and Operations and arrange for payment of the employee portion of the health premium.
- J. Insurance premium payments shall be paid for the first thirty (30) days for an employee who is laid off prior to the completion of their scheduled work year. Employees who are laid off at the end of their scheduled work year shall have their premium payments paid until August 31 or thirty (30) days after their date of layoff, whichever is longer.
- K. Insurance premium payments shall not be paid by the Board while employees are on leave of absence in excess of twenty-five (25) work days or leave without pay unless the employee qualifies for benefits under Section I above or under the Family and Medical Leave Act of 1993.
- L. Insurance benefits terminate when the employee resigns or leaves Genesee Intermediate School District (subject to Sections H and I above).

- M. Employees working more than eighteen (18) hours per week, but less than full time, shall receive fringe benefits, including tuition reimbursement if eligible, in proportion to time worked. The above provision is subject to the provisions of the various requirements of the insurance carriers and subject to Section A, number 9, above.
- N. Employees who take a voluntary reduction in their work day in order to prevent layoffs shall be entitled to full fringe benefits, subject to Section A, number 4, above.
- O. The Board and Union agree that the cost of providing worker's compensation coverage for employees has increased over the last several years. The Board and the Union agree that during the term of this Agreement, employee assistance/work-related injury committees will continue in each program area under the direction and guidelines determined by the CAPSC to study work-related injuries and implement programs to reduce on-the-job injuries.

P. Changes in Coverage/Open Enrollment

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

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

Q. Health Coverage Certification/Dual Enrollment

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

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

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

R. Tuition Reimbursement Plan

Employees covered by this Agreement are eligible for reimbursement for educational expenses for up to eight (8) credit hours, not to exceed nine hundred fifty dollars (\$950), for tuition, books, and fees per fiscal year (July 1 to June 30).

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

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

Article XV

Contract Administration and Problem Solving Committee

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

Article XVI

No Strike

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

Article XVII

Evaluation

Evaluation shall be conducted according to the mutually agreed upon procedure as developed by representatives from the Union and the Board. Procedures are outlined in AG #3220, Evaluation.

Article XVIII

Summer Programs

- A. Should it be necessary to offer programs beyond the academic year, the procedure for determining summer employment in the extended school year for para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, and para-educator/sign language assistants employed in the Elmer A. Knopf Learning Center, including the programs for moderate cognitive impairment and autism spectrum disorder, the Early Childhood Programs and Services, and the Day Treatment Program shall be as follows:
1. The Board shall determine the programs and number of positions by job classification.
 2. The Board shall notify the Union by March 1 of each year as to the intent to operate a summer program.
 3. The employee shall apply for summer employment through Human Resources and Operations by April 1 of each year.
 4. The Board shall select employees on the basis of those employees with the most seniority within the employee group by program (i.e., Elmer A. Knopf Learning Center, including the programs for moderate cognitive impairment, and autism spectrum disorder, Early Childhood Programs and Services, and the Day Treatment Program) being given first opportunity.
 5. Should an insufficient number of employees within the employee group by program in number 4 above request summer employment, the Board shall develop a combined seniority list of para-educators in the programs for the Elmer A. Knopf Learning Center, including moderate cognitive impairment, and autism spectrum disorder, Early Childhood Programs and Services, and the Day Treatment Program and select employees with the least seniority for summer employment.
 6. Employees not reporting to work for summer employment shall be considered a voluntary quit.
 7. Employees working the summer program shall be placed on the salary schedule appropriate for the job classification in which they are employed for the summer.
- B. The procedure for requesting the summer off for MCIC employees shall be as follows:
1. On or before February 1 of each school year, the employee shall submit a written request to the immediate supervisor or designee to take the MCIC summer work session off without pay.
 2. The immediate supervisor or designee may grant the request for the summer work session off without pay provided a sufficient number of employees are available to operate the summer program in accordance with the special education rules.
 3. Seniority shall be used to grant the request for the summer off without pay. However, no employee may be off for more than two (2) consecutive summers if other employees with less seniority are requesting the summer off.

This option is not available to MCIC employees after the 2016-17 school year.

Article XIX

Wages, Calendars and Holidays

- A. Wages, calendars and paid holidays for 2016-2017, 2017-2018, and 2018-2019 are detailed on pages 51 through 65.
- B. The normal work week shall consist of five (5) consecutive work days; however, the Board may adjust the work schedule to meet the needs of the District. The work day shall normally be eight (8) hours per day for custodial employees; seven and one-half (7-1/2) hours per day for all other classified employees, technology and specialist employees, and clerks; and seven (7) hours per day for para-educators, licensed practical nurses, physical therapist assistants, certified occupational therapist assistants, and para-educator/sign language assistants. Daily hours for bus driver, transportation aides, and transportation aide/sign language assistants will vary.
- C. Overtime pay shall be paid to employees for hours worked in excess of eight (8) hours per day and/or forty (40) hours in any work week. All paid vacation days, sick days and holidays shall be credited toward the forty (40) hour work week. Overtime pay shall be at a rate of one and one-half (1-1/2) times the regular hourly rate paid that employee except holiday pay shall be at two (2) times the hourly rate. Flex schedules and compensatory time may be applied in accordance with AG#3480, Overtime and Compensatory Time (Extra Duty), and/or AG #3481, Flexible Work Schedules.
- D. If a scheduled paid holiday falls on Saturday, the preceding Friday shall be the paid holiday. If a scheduled paid holiday falls on Sunday, the following Monday shall be the paid holiday.
- E. Employees shall be paid for scheduled holidays when they work the day before or the next scheduled work day after a holiday or are on prior approved paid sick leave or paid vacation time.
- F. Only full-time classified, clerks, and technology and specialist employees shall be eligible to receive a scheduled fifteen (15) minute break during each of the first (1st) and second (2nd) half of that employee's work day. The employee shall be required to be back to the assigned workstation fifteen (15) minutes after commencement of that employee's break time.
- G. It is understood that the Transition Center program is not a traditional academic year program. Employees are expected to work year round.

Non-52-week calendar year Transportation positions will be paid on a straight pay basis only.

Non-52-week support employees (instructional and non-instructional positions) working in a program that operates on a year-round basis July through June (i.e., Transition Center and MCIC), shall have the following options:

- 1. Return to work through the end of fiscal year pays can be spread over twenty-two (22) pays, and summer work paid as worked.
- 2. Return to work through end of fiscal year pays can be spread over twenty-six / twenty-seven (26 / 27) pays, and summer work paid as worked.

3. Straight pay only.
4. The selection of the number of pays must be made two (2) weeks prior to the first pay in September. Once the twenty-two (22), twenty-six / twenty-seven (26 / 27) or straight pay option has been selected, it may not be changed for that year. Employees hired after January 1 of a school year may only select a twenty-two (22) or straight pay schedule for that year only.

H. Para-educators shall have a working lunch.

- I. Employees covered by this Agreement hired before January 1 of a school year shall be given credit for a full year of experience on the salary schedule as of the following July 1. Experience credit shall not be given for part-time or substitute employment.

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

J. Longevity

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

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

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

School Year	10 Years	15 Years	20 Years	25 Years	30 Years
2016-2017	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850
2017-2018	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850
2018-2019	\$1,350	\$1,825	\$1,925	\$2,725	\$2,850

K. Salary Schedules

1. For **Classified, Clerk, Para-Educator, and Technology and Specialist** employees, salary schedules shall increase from 2015-2016 by 1/2% in 2016-2017, 1/2% in 2017-2018, and 3/4% in 2018-2019 with an increase in steps from 0 – 7 to 0 – 10.

a. **2016-2017 Classified, Clerk, Para-Educator, Technology and Specialist**

Classified 2016-2017 Increase 1/2%			
Steps	Classifications		Classifications
	1	2	
			1
0	13.82	15.22	Custodian
1	14.21	15.66	Dispatcher/Router
2	14.60	16.11	Distribution Center Operator
3	15.01	16.58	Secretary
4	15.44	17.05	Transportation Safety Trainer
5	15.87	17.56	2
6	16.31	18.06	Custodial Team Leader
7	16.76	18.58	Head Custodian
8	17.24	19.13	PC/Equipment Support Technician Assistant
9	17.72	19.68	Program Secretary
10	18.22	20.25	Project Coordinator
			Transportation Services Coordinator
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.			

Clerk 2016-2017 Increase 1/2%			
Steps	Classifications		Classifications
	1	2	
			1
0	9.30	10.82	Materials Handler
1	9.49	11.16	2
2	9.69	11.50	Materials Clerk/Typist
3	9.89	11.86	Data Entry Clerk
4	10.09	12.22	
5	10.30	12.59	
6	10.51	12.98	
7	10.73	13.39	
8	10.95	13.80	
9	11.18	14.22	
10	11.41	14.66	

Para-Educator 2016-2017 Increase 1/2%			
Steps	Classifications		Classifications
	HS	HS+30	
0	15.60	16.36	Para-Educator, Behavior Support
1	16.09	16.87	Para-Educator, Brailist
2	16.59	17.41	Para-Educator, Career-Technical Education
3	17.12	17.96	Para-Educator/Sign Language Assistant
4	17.66	18.53	Para-Educator, Special Education Programs
5	18.21	19.12	
6	18.78	19.72	
7	19.38	20.34	
8	19.98	20.98	
9	20.61	21.65	
10	21.26	22.33	

2016-2017 (continued)

Technology and Specialist 2016-2017 Increase 1/2%					
Steps	Classifications				Classifications
	1	2	3		
0	18.08	19.69	21.08	1	General Maintenance Coordinator
1	18.56	20.18	21.61		PC/Equipment Support Technician I
2	19.06	20.68	22.14	2	Business Office Clerk
3	19.58	21.21	22.69		Applications Support Specialist
4	20.10	21.73	23.26		Business Office Support Specialist I
5	20.64	22.27	23.84		Certified Occupational Therapist Assistant*
6	21.20	22.83	24.42		Licensed Practical Nurse*
7	21.77	23.41	25.03		PC/Equipment Support Technician II
8	22.35	23.99	25.66		Physical Therapist Assistant*
9	22.94	24.59	26.29	3	Project Specialist I
10	23.57	25.21	26.94		Apple Systems Specialist
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired. * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.					Business Office Support Specialist II
					Maintenance & Operations Specialist
					Network Operations Specialist
					Project Specialist II
					Systems Specialist
					Video Specialist

- b. In 2016-2017, **Classified, Clerk, Para-Educator, and Technology and Specialist** employees will progress from their steps in 2015-2016 to the 2016-2017 steps as described in the tables below. Employees on steps 0 – 5 in 2015-2016 will receive an additional adjustment in their hourly rate only for 2016-2017. (Note: There were no employees in the Clerk Schedule in 2015-2016 paid between steps 0 – 7.)

Classified 1		Add			Classified 2		Add		
15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step	15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step
0	1	\$0.16	2	3	0	1	\$0.17	2	3
1	2	\$0.35	3	4	1	2	\$0.43	3	4
2	4	\$0.13	5	6	2	4	\$0.21	5	6
3	5	\$0.30	6	7	3	5	\$0.41	6	7
4	7	\$0.08	8	9	4	7	\$0.13	8	9
5	8	\$0.28	9	10	5	8	\$0.35	9	10
6	10		10	10	6	10		10	10
7	10		10	10	7	10		10	10

Para-Educator HS		Add			Para-Educator HS+30		Add		
15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step	15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step
0	1	\$0.13	2	3	0	1	\$0.14	2	3
1	2	\$0.38	3	4	1	2	\$0.40	3	4
2	4	\$0.08	5	6	2	4	\$0.10	4	5
3	5	\$0.35	6	7	3	5	\$0.37	5	6
4	7	\$0.03	8	9	4	7	\$0.02	8	9
5	8	\$0.27	9	10	5	8	\$0.30	9	10
6	10		10	10	6	10		10	10
7	10		10	10	7	10		10	10

2016-2017 (continued)

Tech/Spec 1		Add			Tech/Spec 2		Add		
15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step	15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step
0	1	\$0.24	2	3	0	1	\$0.29	2	3
1	2	\$0.48	3	4	1	2	\$0.50	3	4
2	4	\$0.18	5	6	2	4	\$0.29	4	5
3	5	\$0.42	6	7	3	5	\$0.47	5	6
4	7	\$0.17	8	9	4	7	\$0.28	8	9
5	8	\$0.39	9	10	5	8	\$0.52	9	10
6	10		10	10	6	10		10	10
7	10		10	10	7	10		10	10

Tech/Spec 3		Add		
15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step
0	1	\$0.00	2	3
1	2	\$0.32	3	4
2	4	\$0.00	5	6
3	5	\$0.31	6	7
4	7	\$0.07	8	9
5	8	\$0.34	9	10
6	10		10	10
7	10		10	10

- c. **Classified, Clerk, Para-Educator, and Technology and Specialist** employees who reached the maximum step in their salary schedule and stepped off the salary schedule prior to or in the 2015-2016 school year remain at the same non-stepping salary step that they reached in 2015-2016. Hourly rates for these employees are listed in the salary schedules below which include increases of 1/2% for 2016-2017, 1/2% for 2017-2018, and 3/4% for 2018-2019.

2016-2017 Non-Stepping Off Schedule Classified, Clerk, Para-Educator, Technology and Specialist

Classified 2016-2017 Non-Stepping Off Schedule Increase 1/2%				
Steps Off Schedule	Classifications			Classifications
	1	2	1	
7.5	18.40	20.45		Custodian
8	18.49	20.55		Dispatcher/Router
9	18.58	20.65		Distribution Center Operator
10	18.67	20.76		Secretary
11	18.77	20.86		Transportation Safety Trainer
12	18.86	20.96	2	Custodial Team Leader
13	18.95	21.06		Head Custodian
14	19.04	21.17		PC/Equipment Support Technician Assistant
				Program Secretary
				Project Coordinator
				Transportation Services Coordinator
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.				

Clerk 2016-2017 Non-Stepping Off Schedule Increase 1/2%				
Steps Off Schedule	Classifications			Classifications
	1	2	1	
7.5	11.47	14.73		Materials Handler
8	11.52	14.81		
9	11.58	14.88	2	Materials Clerk/Typist
10	11.64	14.95		Data Entry Clerk

2016-2017 (continued)

Para-Educator 2016-2017 Non-Stepping Off Schedule Increase 1/2%			
Steps	Classifications		Classifications
	Off Schedule	HS HS+30	
7.5	21.37	22.44	Para-Educator, Behavior Support
8	21.48	22.55	Para-Educator, Brailist
9	21.58	22.66	Para-Educator, Career-Technical Education
10	21.69	22.78	Para-Educator/Sign Language Assistant
11	21.80	22.89	Para-Educator, Special Education Programs
12	21.91	23.00	
13	22.02	23.12	
14	22.13	23.24	

Technology and Specialist 2016-2017 Non-Stepping Off Schedule Increase 1/2%				
Steps	Classifications			Classifications
	Off Schedule	1	2	
7.5	23.69	25.34	27.07	1 General Maintenance Coordinator
8	23.81	25.47	27.21	PC/Equipment Support Technician I
9	23.93	25.59	27.35	2 Applications Support Specialist
10	24.05	25.72	27.49	Business Office Support Specialist I
11	24.16	25.85	27.62	Certified Occupational Therapist Assistant*
12	24.29	25.98	27.76	Licensed Practical Nurse*
13	24.41	26.11	27.90	PC/Equipment Support Technician II
14	24.53	26.24	28.04	Physical Therapist Assistant*
				Project Specialist I
				3 Apple Systems Specialist
				Business Office Support Specialist II
				Maintenance & Operations Specialist
				Network Operations Specialist
				Project Specialist II
				Systems Specialist
				Video Specialist

Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.
 * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.

d. 2017-2018 Classified, Clerk, Para-Educator, Technology and Specialist

Classified 2017-2018 Increase 1/2%			
Steps	Classifications		Classifications
	1	2	
0	13.89	15.30	1 Custodian
1	14.28	15.74	Dispatcher/Router
2	14.67	16.19	Distribution Center Operator
3	15.09	16.66	Secretary
4	15.52	17.14	Transportation Safety Trainer
5	15.95	17.65	2 Custodial Team Leader
6	16.39	18.15	Head Custodian
7	16.84	18.67	PC/Equipment Support Technician Assistant
8	17.33	19.23	Program Secretary
9	17.81	19.78	Project Coordinator
10	18.31	20.35	Transportation Services Coordinator

Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.

2017-2018 (continued)

Clerk 2017-2018 Increase 1/2%				
Steps	Classifications			Classifications
	1	2		
0	9.35	10.87	1	Materials Handler
1	9.54	11.22	2	Materials Clerk/Typist
2	9.74	11.56		Data Entry Clerk
3	9.94	11.92		
4	10.14	12.28		
5	10.35	12.65		
6	10.56	13.04		
7	10.78	13.46		
8	11.00	13.87		
9	11.24	14.29		
10	11.47	14.73		

Para-Educator 2017-2018 Increase 1/2%				
Steps	Classifications			Classifications
	HS	HS+30		
0	15.68	16.44		Para-Educator, Behavior Support
1	16.17	16.95		Para-Educator, Brailist
2	16.67	17.50		Para-Educator, Career-Technical Education
3	17.21	18.05		Para-Educator/Sign Language Assistant
4	17.75	18.62		Para-Educator, Special Education Programs
5	18.30	19.22		
6	18.87	19.82		
7	19.48	20.44		
8	20.08	21.08		
9	20.71	21.76		
10	21.37	22.44		

Technology and Specialist 2017-2018 Increase 1/2%					
Steps	Classifications				Classifications
	1	2	3		
0	18.17	19.79	21.19	1	General Maintenance Coordinator
1	18.65	20.28	21.72		PC/Equipment Support Technician I
2	19.16	20.78	22.25	2	Business Office Clerk
3	19.68	21.32	22.80		Applications Support Specialist
4	20.20	21.84	23.38		Business Office Support Specialist I
5	20.74	22.38	23.96		Certified Occupational Therapist Assistant*
6	21.31	22.94	24.54		Licensed Practical Nurse*
7	21.88	23.53	25.16		PC/Equipment Support Technician II
8	22.46	24.11	25.79		Physical Therapist Assistant*
9	23.05	24.71	26.42		Project Specialist I
10	23.69	25.34	27.07	3	Apple Systems Specialist
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired. * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.					Business Office Support Specialist II
					Maintenance & Operations Specialist
					Network Operations Specialist
					Project Specialist II
					Systems Specialist
					Video Specialist

2017-2018 (continued)

e. 2017-2018 Non-Stepping Off Schedule Classified, Clerk, Para-Educator, Technology and Specialist

Classified 2017-2018 Non-Stepping Off Schedule Increase 1/2%				
Steps Off Schedule	Classifications			Classifications
	1	2		
			1	Custodian
7.5	18.49	20.55		Dispatcher/Router
8	18.58	20.65		Distribution Center Operator
9	18.67	20.75		Secretary
10	18.76	20.86		Transportation Safety Trainer
11	18.86	20.96		
12	18.95	21.06	2	Custodial Team Leader
13	19.04	21.17		Head Custodian
14	19.14	21.28		PC/Equipment Support Technician Assistant
				Program Secretary
				Project Coordinator
				Transportation Services Coordinator
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.				

Clerk 2017-2018 Non-Stepping Off Schedule Increase 1/2%				
Steps Off Schedule	Classifications			Classifications
	1	2		
			1	Materials Handler
7.5	11.53	14.80		
8	11.58	14.88	2	Materials Clerk/Typist
9	11.64	14.95		Data Entry Clerk
10	11.70	15.02		

Para-Educator 2017-2018 Non-Stepping Off Schedule Increase 1/2%				
Steps Off Schedule	Classifications			Classifications
	HS	HS+30		
				Para-Educator, Behavior Support
7.5	21.48	22.55		Para-Educator, Brailist
8	21.59	22.66		Para-Educator, Career-Technical Education
9	21.69	22.77		Para-Educator/Sign Language Assistant
10	21.80	22.89		Para-Educator, Special Education Programs
11	21.91	23.00		
12	22.02	23.12		
13	22.13	23.24		
14	22.24	23.36		

Technology and Specialist 2017-2018 Non-Stepping Off Schedule Increase 1/2%					
Steps Off Schedule	Classifications				Classifications
	1	2	3		
				1	General Maintenance Coordinator
7.5	23.81	25.47	27.21		PC/Equipment Support Technician I
8	23.93	25.60	27.35		Business Office Clerk
9	24.05	25.72	27.49	2	Applications Support Specialist
10	24.17	25.85	27.63		Business Office Support Specialist I
11	24.28	25.98	27.76		Certified Occupational Therapist Assistant*
12	24.41	26.11	27.90		Licensed Practical Nurse*
13	24.53	26.24	28.04		PC/Equipment Support Technician II
14	24.65	26.37	28.18		Physical Therapist Assistant*
					Project Specialist I
				3	Apple Systems Specialist
					Business Office Support Specialist II
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired. * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.					Maintenance & Operations Specialist
					Network Operations Specialist
					Project Specialist II
					Systems Specialist
					Video Specialist

f. **2018-2019 Classified, Clerk, Para-Educator, Technology and Specialist**

Classified 2018-2019 Increase 3/4%			
Steps	Classifications		Classifications
	1	2	
			1 Custodian
0	13.99	15.41	Dispatcher/Router
1	14.39	15.86	Distribution Center Operator
2	14.78	16.31	Secretary
3	15.20	16.78	Transportation Safety Trainer
4	15.64	17.27	
5	16.07	17.78	2 Custodial Team Leader
6	16.51	18.29	Head Custodian
7	16.97	18.81	PC/Equipment Support Technician Assistant
8	17.46	19.37	Program Secretary
9	17.94	19.93	Project Coordinator
10	18.45	20.50	Transportation Services Coordinator
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.			

Clerk 2018-2019 Increase 3/4%			
Steps	Classifications		Classifications
	1	2	
			1 Materials Handler
0	9.42	10.95	
1	9.61	11.30	2 Materials Clerk/Typist
2	9.81	11.65	Data Entry Clerk
3	10.01	12.01	
4	10.22	12.37	
5	10.43	12.74	
6	10.64	13.14	
7	10.86	13.56	
8	11.08	13.97	
9	11.32	14.40	
10	11.56	14.84	

Para-Educator 2018-2019 Increase 3/4%			
Steps	Classifications		Classifications
	HS	HS+30	
			Para-Educator, Behavior Support
0	15.80	16.56	Para-Educator, Brailist
1	16.29	17.08	Para-Educator, Career-Technical Education
2	16.80	17.63	Para-Educator/Sign Language Assistant
3	17.34	18.19	Para-Educator, Special Education Programs
4	17.88	18.76	
5	18.44	19.36	
6	19.01	19.97	
7	19.63	20.59	
8	20.23	21.24	
9	20.87	21.92	
10	21.53	22.61	

2018-2019 (continued)

Technology and Specialist 2018-2019 Increase 3/4%				
Steps	Classifications			Classifications
	1	2	3	
0	18.31	19.94	21.35	1 General Maintenance Coordinator
1	18.79	20.43	21.88	PC/Equipment Support Technician I Business Office Clerk
2	19.30	20.94	22.42	2 Applications Support Specialist
3	19.83	21.48	22.97	Business Office Support Specialist I
4	20.35	22.00	23.56	Certified Occupational Therapist Assistant*
5	20.90	22.55	24.14	Licensed Practical Nurse*
6	21.47	23.11	24.72	PC/Equipment Support Technician II
7	22.04	23.71	25.35	Physical Therapist Assistant*
8	22.63	24.29	25.98	Project Specialist I
9	23.22	24.90	26.62	3 Apple Systems Specialist
10	23.87	25.53	27.27	Business Office Support Specialist II
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired. * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.				Maintenance & Operations Specialist
				Network Operations Specialist
				Project Specialist II
				Systems Specialist
				Video Specialist

g. 2018-2019 Non-Stepping Off Schedule Classified, Clerk, Para-Educator, Technology and Specialist

Classified 2018-2019 Non-Stepping Off Schedule Increase 1/2%				
Steps	Classifications		Classifications	
	1	2		
Off Schedule			1 Custodian	
7.5	18.63	20.70	Dispatcher/Router	
8	18.72	20.80	Distribution Center Operator	
9	18.81	20.91	Secretary	
10	18.90	21.02	Transportation Safety Trainer	
11	19.00	21.12		
12	19.09	21.22	2 Custodial Team Leader	
13	19.18	21.33	Head Custodian	
14	19.28	21.44	PC/Equipment Support Technician Assistant	
			Program Secretary	
			Project Coordinator	
			Transportation Services Coordinator	
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired.				

Clerk 2018-2019 Non-Stepping Off Schedule Increase 1/2%				
Steps	Classifications		Classifications	
	1	2		
Off Schedule			1 Materials Handler	
7.5	11.62	14.91		
8	11.67	14.99	2 Materials Clerk/Typist	
9	11.73	15.06	Data Entry Clerk	
10	11.79	15.13		

Para-Educator 2018-2019 Non-Stepping Off Schedule Increase 1/2%				
Steps	Classifications		Classifications	
	HS	HS+30		
Off Schedule			Para-Educator, Behavior Support	
7.5	21.64	22.72	Para-Educator, Brailist	
8	21.75	22.83	Para-Educator, Career-Technical Education	
9	21.85	22.94	Para-Educator/Sign Language Assistant	
10	21.96	23.06	Para-Educator, Special Education Programs	
11	22.07	23.17		
12	22.19	23.29		
13	22.30	23.41		
14	22.41	23.54		

2018-2019 (continued)

Technology and Specialist 2018-2019 Non-Stepping Off Schedule Increase 1/2%				
Steps	Classifications			Classifications
Off Schedule	1	2	3	1
7.5	23.99	25.66	27.41	General Maintenance Coordinator
8	24.11	25.79	27.56	PC/Equipment Support Technician I
9	24.23	25.91	27.70	Business Office Clerk
10	24.35	26.04	27.84	2 Applications Support Specialist
11	24.46	26.17	27.97	Business Office Support Specialist I
12	24.59	26.31	28.11	Certified Occupational Therapist Assistant*
13	24.71	26.44	28.25	Licensed Practical Nurse*
14	24.83	26.57	28.39	PC/Equipment Support Technician II
				Physical Therapist Assistant*
				Project Specialist I
				3 Apple Systems Specialist
				Business Office Support Specialist II
Night shift differential will be paid at 20 cents per hour in accordance with the information (work schedule) provided on the job posting for which the employee is hired. * Eligible for holiday pay in accordance with the para-educator holiday schedule for the building in which they are assigned.				Maintenance & Operations Specialist
				Network Operations Specialist
				Project Specialist II
				Systems Specialist
				Video Specialist

2. For **Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants**, salary schedules shall increase from 2015-2016 by 1/2% in 2016-2017, 1/2% in 2017-2018, and 3/4% in 2018-2019 for all paid hours. Steps in these schedules will expand from 0 – 3 to 0 – 4. The 2015-2016 schedule for Transportation Aides is increased by \$1.00 per hour in each step prior to the ½% increase for 2016-2017.

a. **2016-2017 Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants**

2016-2017 Increase 1/2%	Bus Driver	Transportation Aide	Transportation Aide/Sign Lang
0	13.74	10.47	10.84
1	14.15	10.75	11.17
2	14.57	11.04	11.20
3	15.00	11.35	11.85
4	15.46	11.66	12.20

- b. In 2016-2017, **Bus Drivers** will progress from their step in 2015-2016 to the 2016-2017 step as described in the tables below. Employees on steps 0 – 1 in 2015-2016 will receive an additional adjustment in their hourly rate only for 2016-2017. (Note: This provision does not apply to Transportation Aides as there is no alteration in the progression steps from 2015-2016 to 2016-2017. Further, there were no Transportation Aide/Sign Language Assistants employed for 2015-2016).

Bus Drivers		Add		
15-16 Step	16-17 Step	16-17 Only	17-18 Step	18-19 Step
0	1	\$0.14	2	3
1	2	\$0.29	3	4
2	4	\$0.00	4	4
3	4	\$0.00	4	4

- c. **Bus Drivers, Transportation Aides and Transportation Aide/Sign Language Assistants** who reached the maximum step in their salary schedule and stepped off the salary schedule prior to or in the 2015-2016 school year, remain at the same non-stepping salary step that they reached in 2015-2016. Hourly rates for Bus Drivers and Transportation Aides are listed in the salary schedules below which include increases of 1/2% for 2016-2017, 1/2% for 2017-2018, and 3/4% for 2018-2019. There are no Transportation Aide/Sign Language Assistants who stepped off the schedule in 2015-2016.

2016-2017 Non-Stepping Off Schedule Bus Drivers and Transportation Aides

2016-2017 Non-Stepping Increase 1/2% Off Schedule	Bus Driver	Transportation Aide
3.5	15.54	11.71
4	15.62	11.76
5	15.69	11.82
6	15.77	11.87
7	15.85	11.92

d. **2017-2018 Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants**

2017-2018 Increase 1/2%	Bus Driver	Transportation Aide	Transportation Aide/Sign Lang
0	13.81	10.52	10.89
1	14.22	10.80	11.23
2	14.64	11.10	11.26
3	15.08	11.41	11.91
4	15.54	11.72	12.26

e. **2017-2018 Non-Stepping Off Schedule Bus Drivers and Transportation Aides**

2017-2018 Non-Stepping Increase 1/2% Off Schedule	Bus Driver	Transportation Aide
3.5	15.62	11.77
4	15.70	11.82
5	15.77	11.88
6	15.85	11.93
7	15.93	11.98

f. **2018-2019 Bus Drivers, Transportation Aides, and Transportation Aide/Sign Language Assistants**

2018-2019 Increase 3/4%	Bus Driver	Transportation Aide	Transportation Aide/Sign Lang
0	13.91	10.60	10.97
1	14.33	10.88	11.31
2	14.75	11.18	11.34
3	15.19	11.50	12.00
4	15.66	11.81	12.35

g. **2018-2019 Non-Stepping Off Schedule Bus Drivers and Transportation Aides**

2018-2019 Non-Stepping Increase 3/4% Off Schedule	Bus Driver	Transportation Aide
3.5	15.74	11.86
4	15.82	11.91
5	15.89	11.97
6	15.97	12.02
7	16.05	12.07

- L. For the 2016-2017, 2017-2018, and 2018-2019 school years only, all transportation employees who have reached five (5) years of service and beyond from their most recent date of hire and all other classifications who have reached nine (9) years of service and beyond from their most recent date of hire shall receive a \$1,000 bonus, subject to taxes, per year to be included in the first pay of December. This provision expires at the end of this Agreement effective June 30, 2019.
- M. Individual salary information is available on EmployeeWeb in *Contracts/Positions* and *Payroll History*.
- N. Wage increases and provisions described in Sections K and L above expire at the end of this Agreement effective June 30, 2019.

Schedule A: Calendar Guidelines

Building principals/program administrators are responsible for involving employees in the development of the building/school year calendars. When completed annually, calendars are available on the GISD website at *Inside GISD* in *Staff Resources*. Para-educators (all categories), Licensed Practical Nurses, Physical Therapist Assistants, and Certified Occupational Therapist Assistants have a basic work year of 185 days. Staff at MCIC will have a basic work year of 205 days in 2016-2017. The 185/205-work day annual building/school year calendars for these classroom employees will/may include evening hours equal to one of the work days. Work schedules for Transportation employees will be consistent with building/school year calendars and transportation routing. Paid holidays for these employees shall be in accordance with Schedule C of this Agreement.

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

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

The following calendar information includes applicable excerpts from the Genesee County Schools Common Calendar adopted by the Board pursuant to Section 1284a of the Revised School Code (available on the GISD website at www.geneseeisd.org). These dates will be utilized in the development of calendars for individual employees working less than 52 weeks and for building and/or program calendars for classroom staff.

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

	<u>Labor Day</u>
2016-2017	Monday, September 5, 2016
2017-2018	Monday, September 4, 2017
2018-2019	Monday, September 3, 2018

2. Winter Break:

	<u>Winter Break Begins</u>
2016-2017	Friday, December 23, 2016
2017-2018	Monday, December 25, 2017
2018-2019	Monday, December 24, 2018

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

2016-2017	January 16, 2017
2017-2018	January 15, 2018
2018-2019	January 21, 2019

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

	<u>Friday</u>	<u>Monday, President's Day</u>
2016-2017	February 17, 2017	February 20, 2017
2017-2018	February 16, 2018	February 19, 2018
2018-2019	February 15, 2019	February 18, 2019

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

	<u>Spring Break Begins/Thru</u>	<u>Good Friday</u>
2016-2017	April 3 through April 7, 2017	April 14, 2017**
2017-2018	April 2 through April 6, 2018	March 30, 2018
2018-2019	April 1 through April 5, 2019	April 19, 2019**

**Good Friday is separate from Spring Break.

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

2016-2017	Independence Day	Monday	July 4, 2016
	Labor Day	Monday	September 5
	Thanksgiving Day	Thursday	November 24
	Day after Thanksgiving	Friday	November 25
	Christmas Eve Holiday	Friday	December 23
	Christmas Day Holiday	Monday	December 26
	New Year's Eve Holiday	Friday	December 30
	New Year's Day Holiday	Monday	January 2, 2017
	Friday before Easter	Friday	April 14
Memorial Day	Monday	May 29	
2017-2018	Independence Day	Tuesday	July 4, 2017
	Labor Day	Monday	September 4
	Thanksgiving Day	Thursday	November 23
	Day after Thanksgiving	Friday	November 24
	Christmas Eve Holiday	Friday	December 22
	Christmas Day	Monday	December 25
	New Year's Eve Holiday	Friday	December 29
	New Year's Day	Monday	January 1, 2018
	Friday before Easter	Friday	March 30
Memorial Day	Monday	May 28	
2018-2019	Independence Day Holiday	Wednesday	July 4, 2018
	Labor Day	Monday	September 3
	Thanksgiving Day	Thursday	November 22
	Day after Thanksgiving	Friday	November 23
	Christmas Eve	Monday	December 24
	Christmas Day	Tuesday	December 25
	New Year's Eve	Monday	December 31
	New Year's Day	Tuesday	January 1, 2019
	Friday before Easter	Friday	April 19
Memorial Day	Monday	May 27	

The Monday after Easter Sunday is not recognized as a paid holiday. Employees on the Classified, Clerk, and Technology and Specialist salary schedules receiving the Monday after Easter Sunday as a paid holiday in previous calendars receive a floating holiday to be used during the school year with approval of their immediate supervisor. The floating holiday must be used as a whole day and must be used prior to June 30 of each school year. New employees on the Classified, Clerk and Technology and Specialist salary schedules completing the probationary period prior to the Monday after Easter are eligible for the floating holiday. If probation ends after Easter Sunday, the only holiday available in that year for the bargaining unit employee is Memorial Day. Thereafter, the employee is eligible for ten (10) holidays and one (1) floating holiday.

Double time will be paid if an employee is scheduled to work on any of the above dates. Double time will also be paid if an employee is scheduled to work on Easter Sunday, April 16, 2017; April 1, 2018; and April 21, 2019. Double time is subject to the conditions in Article XIX, Section C.

Schedule C: Holiday Schedules

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

2016-2017	Independence Day	Monday	July 4, 2016
	Labor Day	Monday	September 5
	Thanksgiving Day	Thursday	November 24
	Christmas Day Holiday	Monday	December 26
	New Year's Day Holiday	Monday	January 2, 2017
	Friday before Easter	Friday	April 14
	Memorial Day	Monday	May 29
2017-2018	Independence Day	Tuesday	July 4, 2017
	Labor Day	Monday	September 4
	Thanksgiving Day	Thursday	November 23
	Christmas Day	Monday	December 25
	New Year's Day	Monday	January 1, 2018
	Friday before Easter	Friday	March 30
	Memorial Day	Monday	May 28
2018-2019	Independence Day Holiday	Wednesday	July 4, 2018
	Labor Day	Monday	September 3
	Thanksgiving Day	Thursday	November 22
	Christmas Day	Tuesday	December 25
	New Year's Day	Tuesday	January 1, 2019
	Friday before Easter	Friday	April 19
	Memorial Day	Monday	May 27

Independence Day is paid only to the Para-educators (all categories), Licensed Practical Nurses, Physical Therapist Assistants, and Certified Occupational Therapist Assistants, Bus Drivers, Transportation Aides, and Transportation/Sign Language Assistants working during the summer in the program at MCIC, at the Transition Center, and in accordance with Article XVIII, Summer Programs, and Article XIX, Section D.

Article XX

Duration of Agreement

This Agreement for 2016-2017, 2017-2018, and 2018-2019 ratified by the Board on June 7, 2016, shall be effective for the period of July 1, 2016 through June 30, 2019. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

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

**Genesee Intermediate School District
Board of Education**

**Genesee Intermediate Educational
Support Personnel Association**

Cindy A. Gansen

Debra M. Marien

Cindy A. Gansen
President

Debra M. Marien
President

9/28/16
Date

10-12-16
Date

Lisa A. Hagel

Bruce Jordan

Dr. Lisa A. Hagel
Superintendent

Bruce Jordan
MEA UniServ Director

9/28/16
Date

10/12/16
Date

Appendix A

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

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

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

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

- c. Project Specialist II, Technology
 - d. Project Specialist II, JTPA Intake
 - e. Project Specialist II, Vocational Assessment
3. Future project specialist positions and any reclassification as a result of the evolution of current project specialist positions in number 2 above shall be in accordance with the criteria in number 1 above, with Article I, Section B, and shall be subject to bumping in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement between the board and the union, unless mutual agreement is reached between the board and union that would identify a unique project specialist position, thus making bumping impossible. Examples of uniqueness that may make a project specialist position impossible to bump are:
- a. A grant-funded project with a specific duration whereby bumping could jeopardize the outcome of the project. This would be identified on the job posting whenever possible.
 - b. A position that requires on-the-job training or specific workshop/in-service training whereby providing such training could jeopardize the outcome of the project in accordance with the project time lines for implementation.
 - c. The evolution of a current project specialist position that meets the attached criteria and is reclassified thus making bumping impossible by other project specialists unless they have sufficient seniority and can meet the education and experience requirements of the reclassified position.
4. The Project Specialist I, INFORM, position shall be protected from bumping until June 30, 1992 because it is a grant-funded position, and bumping would jeopardize the completion of the project (see number 3.a. above). If Project INFORM is continued beyond July 1, 1992, the position shall be bumpable in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement.
5. The Project Specialist I, Graphics, position that was reclassified to Graphics Specialist during the 1990-91 negotiations process, shall have bumping rights ^{based on seniority (FOIA)} to the least senior project specialist I position in the district until June 30, 1994. Thereafter, the Graphics Specialist position shall have bumping rights in accordance with Article X, Layoff and Recall, of the 1991-1994 GIESPA master agreement. Individuals considered for bumping rights into the Graphics Specialist position shall meet the requirements as identified in number 3.c. above. *Based on seniority [signature] 4-30-92*
6. The Project Specialist II, AV Production, position that was reclassified to AV Production Specialist during the 1990-91

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

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

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

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

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

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

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

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

[Signature] 4/30/92
MEA UniServ Director Date

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

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

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

* * * * *

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

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

TBP:dsm
Attachments: Appendix A
Appendix B

3021992



Work-Related Injury Documentation and Reporting Procedure

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

Procedure:

Employees will:

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

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

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

Employees unable to return to work will:

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

Immediate Supervisor/Administrator/Designee will:

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

Appendix C

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

**Insurance Protection
September 12, 2005**

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

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

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

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

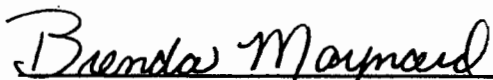
Should MESSA take a position during the 2000-2001 to 2008-2009 master agreement that prohibits the co-existence of HMO, PPO and POS plans with MESSA, the Board and the Union through the GIESPA/Board Finance Committee will renegotiate health insurance coverage for employees. The Board and the Union will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

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

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

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

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



Brenda Maynard, President
Genesee Intermediate Educational Support
Personnel Association

9-12-05

Date



Thomas B. Princinsky, Deputy Superintendent
Human Resources and Operations

9-12-05

Date

TBP:dsm
Attachments



MESSA.
www.messa.org

Attachment 1

May 6, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

Brenda Maynard
President, Genesee Intermediate
Educational Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

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

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

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

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

-74-

Michigan Education Special Services Association

1475 Kendale Blvd., Box 2560 • East Lansing, MI 48826-2560 • 517.332.2581 • 800.297.4910

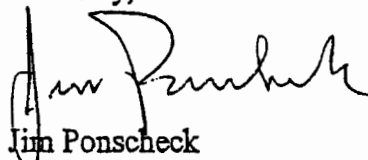
Thomas B. Princinsky
Charles D. Richards
Brenda Maynard
May 6, 2005
Page 2

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

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

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

Sincerely,



Jim Ponscheck
Director of Field Services

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

Genesee Intermediate School District
Business Services

Attachment 2

Subscribers

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

Percentage by Group

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

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

filename:Business\Insurance\Subscriber Information June 2005



June 24, 2005

Thomas B. Princinsky,
Deputy Superintendent

Charles D. Richards
President, Genesee Intermediate
Education Association

Brenda Maynard
President, Genesee Intermediate Educational
Support Personnel Association

2413 W. Maple Avenue
Flint, MI 48507-3493

Dear Mr. Princinsky:

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

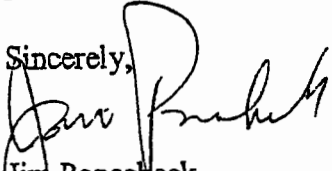
The following exception to our underwriting policy on the co-existence of a MESSA product with an HMO applies to teachers, support staff, transportation employees, administrators, and supervisory staff in the Genesee Intermediate School District.

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

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

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

Sincerely,



Jim Ponscheck
Director of Field Services

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

Appendix D

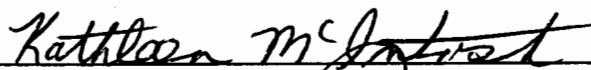
GENESEE INTERMEDIATE SCHOOL DISTRICT
GENESEE INTERMEDIATE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

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

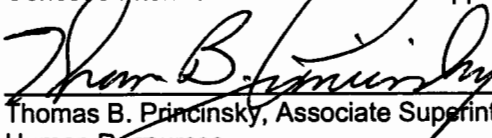
For the past ten years, the Genesee Intermediate School District Board of Education has operated the Summer Recreation/Day Camp Program at the Elmer A. Knopf Learning Center. Following a review of the program and the needs of the students that have participated in the program, the Genesee Intermediate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

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

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


Kathleen McIntosh, President
Genesee Intermediate Educational Support Personnel Association

7-2-01
Date


Thomas B. Princinsky, Associate Superintendent
Human Resources

7-9-01
Date

TBP:dsm

Appendix E

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

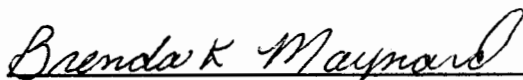
**Meals/Beverages at Meetings
July 26, 2006**

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

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

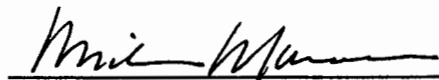
1. The Board may provide coffee, tea and water for staff during designated hours during the workday to enhance the work environment and increase productivity.
2. The Board agrees to provide coffee, tea, water and meals for staff at beginning-of-school-year/end-of-school-year meetings. Staff will attend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

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



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

7-26-06
Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations

7-26-06
Date

MRM:dsm 7-26-06

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

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

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

- ✓ Article XX, Wages, Calendars and Holidays, allows that the normal work week shall consist of five (5) consecutive workdays, and the workday for paraprofessionals [classroom employees] shall normally be seven (7) hours per day. The basic work year is 185 days with five (5) paid holidays [2006-07]. Paraprofessionals have the option as academic year employees to be paid on a 21, 26 or straight pay schedule.
 - Paraprofessional A is paid for 190 days, 7.0 hours per day, at HS/Step 1: \$15.74 per hour x 7.0 x 190 = \$20,934.20; pay is divided over 21 or 26 pays or paid at straight time.
 - Paraprofessional B is paid for 190 days, 7.5 hours per day, at HS/Step 1: \$15.74 per hour x 7.5 x 190 = \$22,429.50; pay is divided over 21 or 26 pays or paid at straight time.

- ✓ Sick time was posted in accordance with Article XII, Sick Leave, on July 1 for both Paraprofessional A and Paraprofessional B at ten (10) days leave allowance (10 x 7.0 = 70.0 hours) with two (2) of the days (2 x 7.0 = 14.0 hours) posted for personal business use.

- ✓ Attendance is recorded for Paraprofessional A at 7.0 hours per day and for Paraprofessional B at 7.5 hours per day.
 - When Paraprofessional A is absent a full day, sick time is charged at 7.0 hours.
 - When Paraprofessional B is absent a full day, sick time is charged at 7.5 hours.
 - When Paraprofessional A is absent 3.5 hours, sick time is charged at 3.5 hours, at work 3.5 hours.
 - When Paraprofessional B is absent 3.5 hours, sick time is charged at 3.5 hours, at work 4.0 hours.

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

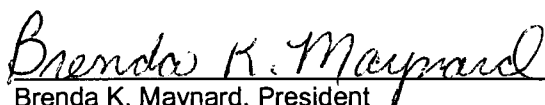
1. As per the contract, there would be an agreed calendar in place at the start of the year/beginning of the program.
2. This memorandum applies only to annual calendars, not temporary changes in schedules.
3. Alignment applies only to the hours per day, not extended days in a calendar. No paraprofessional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

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

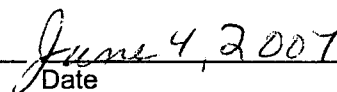
4. The alignment of the day applies to sick time, personal business time, time taken without pay, benefits reductions, long-term disability and other payroll calculations.

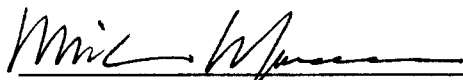
The subcommittee further recommends that this memorandum of understanding include the agreement that the CAPSC process will be used to assess other unique situations involving extended schedules.

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

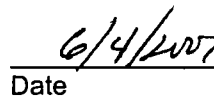


Brenda K. Maynard, President
Genesee Intermediate Educational Support Personnel Association


Date



Michael R. Moorman, Deputy Superintendent
Human Resources and Operations


Date

MRM:dsm 5-17-07

Appendix G

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

**Summer Work Schedule
April 19, 2010**

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

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

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

Under this agreement it is understood that:

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

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

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



Pamela S. Kitchen, President
Genesee Intermediate Education Association

4/20/2010

Date



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

4-19-10

Date



Michael R. Moorman, Deputy Superintendent

4-20-2010

Date

MRM:dsm
4-19-10

Appendix H

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

CTE Para-Educators

Whereas, the Board of Education of the Genesee Intermediate School District has assumed operational responsibility for the Genesee Area Skill Center and the career-technical education programs therein offered to students enrolled at local high schools within Genesee County; and,

Whereas, students from the twenty-one (21) local school districts within Genesee County have enrolled in career-technical education programs existing at the Genesee Area Skill Center for the 2013-14 school year beginning September 3, 2013; and,

Whereas, the collective bargaining agreement between the Genesee Intermediate Educational Support Personnel Association (GIESPA) and the District does not currently recognize "CTE Para-Educators", formerly known as "Vo-techs" when GASC was operated by a local school district; and,

Whereas, additional time will be necessary to evaluate career-technical education programs offered at the Genesee Area Skill Center, and the demand for these programs by employers in Genesee County; and,

Whereas, the District and the Union worked collaboratively to reach agreement on the following issues affecting both parties:

It is understood that:

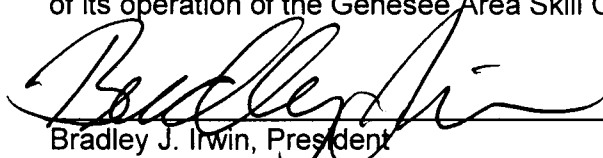
1. CTE Para-Educators shall be entitled full protection and rights under the collective bargaining agreement with the Genesee Intermediate Educational Support Personnel Association.
2. Aforementioned employees shall be entitled full protection and rights under the collective bargaining agreement, including establishment of a Contract Administration and Problem Solving (CAPSC) GASC subcommittee to be formed collaboratively with members from the administration, GASC, and the GIESPA.
3. The Union and the Board agree that the first year (2013-14) of operation of the Genesee Area Skill Center shall be a pilot year. Decisions to continue existing CTE programs after the pilot year will be made on the basis of program enrollments, related job placements, and Department of Labor statistics regarding demand for employees with skills taught by the CTE program, such decisions to be made prior to slotting for the 2014-15 school year.
4. During non-teaching time, CTE Para-Educators will attend professional development, school improvement, training, and assist in other classrooms and hallways as assigned by the administration.


- 5. The GASC work day for CTE Para-Educators is 7.0 hours, schedule to be determined by the Administration. The District maintains its right of assignment for employees during the work day and the right to determine their placement on the salary schedule. CTE Para-Educators hired by the District from Flint Community Schools bring no seniority or accruals to the assigned position.
- 6. CTE Para-Educator Salary Schedule:

Steps	Para-Educator, CTE
0	13.25
1	13.68
2	14.32
3	14.68
4	15.05

- 7. The Association and the District recognize the importance for students, employees, and community that the Genesee Area Skill Center be successful. Student and staff safety, a positive working and learning environment, shop organization, professional conduct and appearance, and customer service are the highest priorities.
- 8. Each program instructor of a CTE program is expected to develop, maintain and update their program course of study, syllabus, lesson plans, and curriculum map and keep them current in accordance with CTE requirements. Lesson plans will be utilized in daily instruction and made available to the administration upon request.
- 9. CTE Para-Educators when annually authorized are required to substitute for the program instructor when the program instructor is absent for continuity of instruction, or may be requested to substitute in another classroom as needed. When this occurs, the CTE Para-Educator will be paid at 1.5 x hourly rate per hour subbed.

This memorandum is made with the understanding that the District and the Union will continue to work together in a Win-Win format to resolve any issues and problems that arise as a result of its operation of the Genesee Area Skill Center and the career-technical education program.

 _____ Date 8-22-13
 Bradley J. Irwin, President
 Genesee Intermediate Educational Support Personnel Association

 _____ Date 8-22-13
 Keely P. Mounger, Ed. D., Deputy Superintendent
 Genesee Intermediate School District

MRM/KPM:dsm

contracts\082213


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

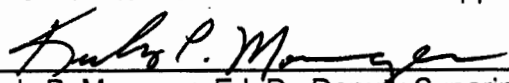
CTE Para-Educators

On August 22, 2013, representatives of the Genesee Intermediate Educational Support Personnel Association (GIESPA) and representatives of the Board of Education of the Genesee Intermediate School District reached agreement on the addition of para-educators in Career-Technical Education (CTE) programs to the GIESPA master agreement effective in the 2013-2014 school year. The memorandum of understanding defined the first year, 2013-2014, as a pilot year. Decisions to continue existing CTE programs after the pilot year would be made on the basis of program enrollments, related job placements and Department of Labor statistics regarding demand for employees with skills taught by the CTE program prior to slotting for the 2014-2015 school year.

As of the closing of the 2013-2014 school year, there are no anticipated changes in the course offerings for 2014-2015. Therefore, the memorandum of understanding for CTE Para-Educators is extended an additional year through 2014-2015.

This memorandum was reviewed and approved by the president of the Genesee Intermediate Educational Support Personnel Association on June 13, 2014.

 _____ Date 6-18-14
Debra M. Marien, President
Genesee Intermediate Educational Support Personnel Association

 _____ Date 6/23/14
Keely P. Mounger, Ed. D., Deputy Superintendent
Genesee Intermediate School District

KPM:dsm

Contracts\061314

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


GCI Para-Educators

On August 22, 2013, representatives of the Genesee Intermediate Educational Support Personnel Association (GIESPA) and representatives of the Board of Education of the Genesee Intermediate School District reached agreement on the addition of para-educators in Career-Technical Education (CTE) programs to the GIESPA master agreement effective in the 2013-2014 school year. The memorandum of understanding defined the first year, 2013-2014, as a pilot year. Decisions to continue existing CTE programs after the pilot year were made on the basis of program enrollments, related job placements and Department of Labor statistics regarding demand for employees with skills taught by the CTE program prior to slotting for the 2014-2015 school year. The memorandum of understanding for CTE Para-Educators was extended through 2014-2015.

As there are no anticipated changes in the course offerings for 2015-2016 that would eliminate the need for para-educators in the career-technical education program at the Genesee Career Institute, the memorandum of understanding for GCI Para-Educators is extended an additional year for 2015-2016 through the duration of the master agreement, which expires June 30, 2016.

This memorandum was reviewed and approved by the president of the Genesee Intermediate Educational Support Personnel Association.


_____ Date 8-5-15
Debra M. Marien, President
Genesee Intermediate Educational Support Personnel Association


_____ Date 6-15-2015
Dr. Keely P. Mounger, Deputy Superintendent
Genesee Intermediate School District

KPM:dsm

Contracts\061315

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

**Compensation on Inclement Weather Days
May 13, 2015**

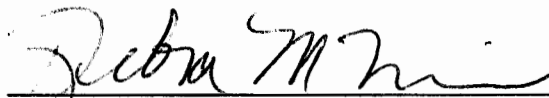
In the past, members of the Genesee Intermediate Educational Support Personnel Association who were called into work when the Genesee Intermediate School District was closed during inclement weather days were paid for their regular workday. They also received compensatory time at time and one-half for hours actually worked.

The Genesee Intermediate School District and the Genesee Intermediate Educational Support Personnel Association agree to the following:

- Staff should report on an inclement weather day only if required by the Superintendent, Deputy Superintendent or their immediate supervisor.
- In addition to receiving their regular pay for the day, staff called into work on inclement weather days will be paid at half their regular hourly rate for hours worked.

Example: School Closed January 21
Employee schedule is 7.5 hours/day; hourly rate is \$10.00
Employee directed to work 2.0 hours during school closure
Pay for January 21: 7.5 hours x \$10.00 = \$75.00
2.0 hours x \$ 5.00 = \$10.00
Total for January 21 = \$85.00

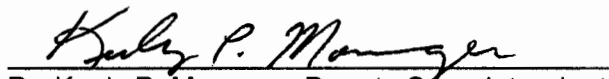
- Staff will no longer receive compensatory time when called into work on inclement weather days.
- Staff required to work because their designated assignment is in a local district that is open when the Genesee Intermediate School District is closed on inclement weather days will not receive additional compensation for their attendance.
- Staff scheduled to attend a conference when the Genesee Intermediate School District is closed on inclement weather days will not receive additional compensation for their attendance.



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

8-5-15

Date



Dr. Keely P. Mounger, Deputy Superintendent
Genesee Intermediate School District

8/5/15

Date

JDA:dsm

contracts\051315

Appendix J

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

**2015-16 Pay Schedule for Special Education Employees
September 17, 2015**

In years past, there were occasions when it was necessary to adjust the number of pays over which academic-year employees could elect to have their pay spread, i.e., 21 / 26 pays versus 22 / 27 pays to assure fiscal responsibility for the District and consistent pay options for employees. The most recent event was in 2007 when the Transition Center opened and operated as a year-round program.

Once again, the District administration is in discussion regarding implementation of a calendar that will impact special education classrooms. Genesee Intermediate School District special education programs will be moving to a balanced calendar model in the 2016-2017 school year. The calendar change provides students with consistent learning opportunities without the lengthy gap in service created by the summer recess. It also assures that GISD will be in compliance with special education laws as they now exist.

In anticipation of this calendar change, payroll procedures have been reviewed and found to be in need of change for 2015-2016 in order to bring pay schedules in alignment with the anticipated balanced calendar. The District is working with the bargaining unit to make the change at this time so employees will be able to gradually adjust to this transition. Therefore, for 2015-2016, special education employees currently paid in 21 or 26 pays will receive their pay in 22 pays beginning Friday, September 18, 2015 through Friday, July 8, 2016. The last pay for 2015-2016 will be on July 8, 2016. Employees who have opted for straight pay (paid hourly) will not be affected by this change.

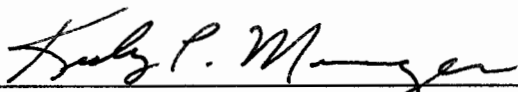
The Genesee Intermediate School District and the Genesee Intermediate Educational Support Personnel Association agree that special education employees impacted by the 22-pay schedule will be notified by email regarding the change in their pay spread for 2015-2016. Employees will receive additional information regarding the balanced calendar as the details are finalized.



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

9-17-15

Date



Dr. Keely P. Mounger, Deputy Superintendent
Genesee Intermediate School District

9/17/15

Date

KPM:dsm

contracts\mou091715



GENESEE INTERMEDIATE SCHOOL DISTRICT

Human Resources and Operations

2413 West Maple Avenue

Flint, Michigan 48507-3493

(810) 591-4432

To: Special Education Employees

From: Dr. Keely P. Mounger *KPM*
Deputy Superintendent

Cindy McCain
Assistant Superintendent

Date: September 16, 2015

Re: Payroll Changes

During the meetings last spring prior to ratification of the three-year agreement with the Genesee Intermediate Education Association and in subsequent meetings with special education staff, you were made aware that the GISD special education programs will be moving to a balanced calendar model in the 2016-2017 school year. The calendar change provides students with consistent learning opportunities without the lengthy gap in service created by the summer recess. It also assures that we are in compliance with special education laws.

In anticipation of this calendar change, we have determined jointly with both bargaining units that for 2015-2016, special education employees currently paid in 21 or 26 pays will receive their pay in 22 pays beginning Friday, September 18, 2015 through Friday, July 8, 2016. Your last pay for 2015-2016 will be on July 8, 2016. If you are currently paid hourly, there will be no change in how you are paid.

As a result, employees currently on 21 pays will have a smaller biweekly with 22 pays in 2015-2016 and smaller again with 26 pays in 2016-2017. Employees currently on 26 pays will have a larger biweekly with 22 pays in 2015-2016 and a smaller biweekly with 26 pays in 2016-2017. We encourage you to plan your personal finances accordingly.

We thank you for your patience and a spirit of cooperation as the district moves toward the balanced calendar. Staff will receive additional information regarding the balanced calendar in the next few weeks.

KPM:dsm

Appendix K

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

**Transportation Voluntary Job-Sharing
September 15, 2016**

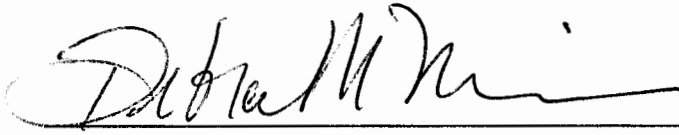
During negotiations a problem statement was sent to CAPSC concerning transportation employees who may lose social security benefits because of the amount of money earned at GSD. This problem was sent to a subcommittee to develop a job-sharing procedure for transportation employees only. This Memorandum of Understanding is in effect until the end of the **2018-2019** school year.

Under this Memorandum of Understanding it is understood that:

1. A Voluntary Job-Sharing Agreement may be established for a one-year commitment. The determined number of days is based on which program the route services. The request must be submitted to the Director of Transportation by April 15 of each school year for the following year. For the 2016-2017 school year, the request must be submitted by September 30.
2. A written Voluntary Job-Sharing Agreement form will be signed by the participating employees, the Superintendent or designee and representatives of the Union. All job-sharing agreements must be pre-approved by the Director of Transportation and the Superintendent or designee.
3. A specific schedule shall be agreed upon in advance including taking extended days off, field trips, Special Olympics, half days, early release or late start days and any other special circumstances known at that time.
4. Seniority, benefits (if eligible), sick and personal business time shall be earned on a prorated basis. Benefits (including the cash option) split between the two employees shall not exceed the benefits allotted for one FTE.
5. Regular absences shall first be covered by the other employee in the job sharing agreement. If that employee cannot cover an absence, the regular procedure for absences will be followed.

6. Thirty (30) days written notice is required if either employee finds it necessary to dissolve the job-sharing agreement and terminates employment. Should one person be unable to fulfill the agreement, the other employee will either have the option to take the position full time, find a replacement for the position or opt out of the program.

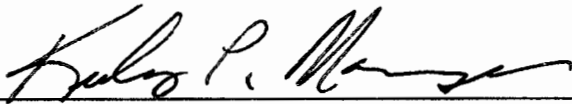
7. Neither employee may bid on another position during the course of this one-year agreement.



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

9-22-16

Date



Dr. Keely P. Mounger, Deputy Superintendent
Genesee Intermediate School District

9/23/16

Date

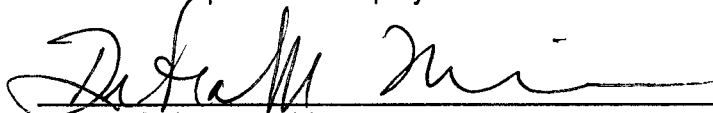
JDA/KPM

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

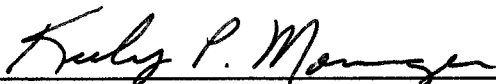
Pay Options
April 19, 2016

The District may move to a balanced calendar in special education programs for the 2016-17 school year. To clarify employee pay options, the Genesee Intermediate School District and the Genesee Intermediate Educational Support Personnel Association agree to the following:

- ECPS and EKLC employees working in the 185 day programs will have the option of selecting the following pay options:
 - Straight pay
 - 21/22 pays
 - 26/27 pays
- Upon moving to the balanced calendar, employees selecting the 26/27 pay option will revert to 21/22 pays, with the balance paid in the first pay of July.
- Beginning with the school year that the balanced calendar is implemented and beyond, employees will only have the options of selecting either straight pay or 26/27 pays.
- Transportation employees will continue to be paid hourly.

4-19-16

Debra Marien, PresidentDate
Genesee Intermediate Educational Support Personnel Association

4/19/16

Dr. Keely P. Mounger, Deputy SuperintendentDate
Genesee Intermediate School District

JDA:kpm

Index

Academic year.....	8, 21, 22, 23, 27, 37, 48, 49
Accrued sick leave.....	30
Accrued time.....	32
Accumulated.....	30, 31, 32, 34, 37, 38
Address.....	9, 10, 24, 25, 66
Application.....	31, 34
Arbitration.....	15
Automobile insurance.....	12
Benefits terminate.....	43
Bonus.....	61
Break.....	49
Bulletin board.....	11, 25
Bumping.....	7, 21, 22
Cafeteria Plan.....	39
Calendar year.....	22, 23, 29, 49
Calendars.....	49, 62, 64
CAPSC.....	3, 6, 8, 9, 13, 14, 22, 39, 44, 46, 66
Cash option.....	20, 39, 41, 44
CBIs.....	27
Child care leave.....	18, 23, 25, 34
Chronic absenteeism.....	12
Closed.....	28, 37
Competency tests.....	22
Conferences.....	11, 35
Corrective action.....	11, 12, 15, 17, 26, 30, 31
Corrective discipline.....	17, 30
Damage.....	12, 23
Death.....	32, 42
Deductible.....	41
Dental insurance.....	41, 42
Direct deposit.....	12
Disability.....	5, 9, 10, 17, 18, 25, 29, 30, 31, 34, 35, 36, 38, 40, 41, 43
Drawing.....	17
Dual enrollment.....	44
Educational leave.....	5, 33
Emergency.....	5, 12, 32, 33
EmployeeWeb.....	12, 61
Equal Employment Opportunity.....	5, 10
Equivalent.....	21, 22, 26, 27, 31, 33, 34, 38
Evaluation.....	5, 47
Extra runs.....	27
Family Medical Leave Act.....	30, 43
Field trips.....	27
Flexible work schedules.....	23
Formula.....	16, 18, 19
Fringe benefits.....	8, 12, 41, 44
Frozen seniority.....	9, 19
Funeral.....	32
Grievance.....	11, 12, 14, 15, 46
Hard cap.....	40, 41, 43
Health insurance.....	20, 39, 40, 41, 44
Health Savings Account.....	5, 42
Holidays.....	5, 6, 21, 49, 62, 64, 65
HSA.....	41, 42
Immediate family.....	29, 31, 32
Insignia.....	11
Insurance premium.....	40, 41
Insurance protection.....	5, 6, 12, 20, 33, 39
Inverse order.....	21
Involuntary.....	5, 9, 25, 34
Job classifications.....	7, 8, 18, 21
Jury duty.....	5, 17, 34
Layoff.....	5, 7, 8, 9, 17, 21, 22, 23, 24, 25, 30, 38, 43
Lease restrictive environment.....	28
Life insurance.....	5, 20, 42
Longevity.....	5, 50
Long-term leaves.....	33
MCIC.....	29, 37, 48, 49, 62, 65
Medical.....	5, 9, 17, 18, 25, 26, 30, 31, 33, 35, 39, 40, 42, 43, 44
Negotiation.....	3, 4, 5, 11, 13, 22, 39, 40, 46
Night shift.....	51, 52, 53, 54, 55, 56, 57, 58, 59
Non-stepping.....	5, 53, 54, 56, 58, 59, 60, 61
Off schedule.....	5, 53, 54, 56, 58, 59, 60, 61
On-the-job injury.....	31
Open enrollment.....	5, 44
Option.....	20, 28, 32, 39, 41, 44, 48, 49, 50
Overtime.....	49
P. A. 152.....	13, 40
Paid holiday.....	21, 49, 64
Part-time employees.....	8
Personal business.....	29, 30, 32, 33, 35
Personal leaves.....	5, 32
Physician.....	18, 31, 33
PPACA.....	13, 40
PPO.....	40, 41, 42
Probationary.....	5, 14, 16, 20, 21, 27, 30, 37, 38, 40, 43, 64
Reassignments.....	5, 22, 25, 28
Recall.....	5, 8, 9, 19, 21, 23, 24
Reclassified.....	8, 25, 26
Recognition.....	5, 7, 17
Reduction.....	23, 27, 41, 44
Released time.....	11, 38
Seniority.....	5, 9, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 28, 32, 33, 34, 35, 48, 50
Short-term leaves.....	17, 32
Sick leave.....	29, 30, 31, 32, 38, 49
Single subscriber.....	40

Straight pay	49, 50	Vacancies.....	5, 22, 25, 26, 27
Summer off	48	Vacations ..	5, 16, 20, 21, 30, 31, 33, 34, 35, 37, 38, 49, 62
Summer Programs	5, 48, 65	Vision insurance	5, 42
Summer recreation	6	Voluntary quit	24, 36, 48
TB test	12	Wages.....	5, 7, 12, 14, 49
Temporary.....	8, 17, 26, 28	Win-Win	3, 11, 46
Title IX Coordinator.....	10	Without pay ..	17, 23, 30, 32, 33, 34, 35, 37, 38, 43, 48
Transfers	5, 22, 25, 28	Work schedules.....	27
Transportation employees.....	16, 17, 18, 25	Working lunch	50
Trial period.....	26	Work-related	31, 44
Tuition reimbursement	5, 12, 33, 39, 44, 45		