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# **GISD/GIEA MASTER AGREEMENT**

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**2018-2019  
2019-2020  
2020-2021**



**Genesee Intermediate  
School District**

## **Forward**

The Genesee Intermediate School District Board of Education and the Genesee Intermediate Education 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 Association and the Board team. We look forward to continuing our positive working relationship through the Contract Administration and Problem Solving Committee that is charged with the responsibility of effectively implementing this Agreement. A special thank you is extended to the employees and all of the Win-Win negotiations team members for an excellent job.

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

Dr. Lisa A Hagel, Superintendent  
Genesee Intermediate School District

Eric L. Wood, President  
Genesee Intermediate Education Association

Genesee Intermediate School District Board of Education  
Cindy A. Gansen, President  
Dale A. Green, Vice President  
Lawrence P. Ford, Secretary  
Jerry D. Ragsdale, Treasurer  
Richard E. Hill, Trustee

## **GISD Board of Education/GIEA Negotiations Team**

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

Jeffrey D. Adams, Executive Director of Human Resources  
Brad M. Case, Assistant Principal, Genesee Career Institute  
Tricia L. Hill, Executive Director of Countywide Programs  
Amy S. Hoeksema, Human Resources Supervisor  
Rhoda Johnson, Shared-Time Director of Business Services  
Dr. Keely P. Mounger, Deputy Superintendent  
Susan M. O'Brien, Principal, Marion D. Crouse Instructional Center  
Steven P. Polega, Director of Compliance and Special Services Administration

### **Genesee Intermediate Education Association Representatives**

Judy A. Green, Teacher of Students with Cognitive Impairment  
Angela M. Grindel, Teacher Consultant, Students with Autism Spectrum Disorder  
Bruce Jordan, MEA UniServ Director  
Pamela S. Kitchen, Adaptive Physical Education Teacher, Retired  
Veronica A. Long, Teacher of Students with Cognitive Impairment  
Charles D. Richards, Teacher Consultant, Students with Disabilities  
Dean M. Roberts, Placement Specialist, Genesee Career Institute  
Ruth M. Rosenberger, School Social Worker, Retired  
Eric L. Wood, Mott Middle College Teacher

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## **Agreement between the GISD Board of Education and the GIEA**

This Agreement entered into this 8th day of May 2018 by and between the Board of Education of the Genesee Intermediate School District in the County of Genesee, Michigan, hereinafter called the "Board", and the Genesee Intermediate Education Association, hereinafter called the "Association."

### **WITNESSETH**

WHEREAS the Board and the Association recognize and declare that providing a quality education for the students of the Genesee Intermediate School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of all parties concerned, and

WHEREAS the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

WHEREAS the Board and the Association have statutory obligations, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment, and

WHEREAS the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize,  
In consideration of the following mutual covenants, it is hereby agreed:

## **Article I - Recognition**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative for all certificated, state approved, and/or licensed personnel under contract or on leave including, but not limited to:

Adaptive Physical Education Teachers  
Consultants (both subject and service area)  
Coordinators, Curriculum and Instruction  
Early Childhood School Nurses  
Genesee Career Institute Instructors  
Genesee Career Institute Counselors  
Genesee Career Institute Placement Specialists  
Genesee Early College Counselors  
Genesee Early College Teachers  
Instructor for Army Junior Reserve Officer Training Corps  
Literacy Coordinator for Children Birth to Age Five  
Mott Middle College Counselors  
Mott Middle College Curriculum Coordinator/Teachers  
Mott Middle College Teachers  
Music Therapists  
Occupational Therapists  
Orientation and Mobility Specialists  
Physical Therapists  
School Nurses  
School Psychologists  
School Social Workers  
Senior Instructor for Army Junior Reserve Officer Training Corps  
Speech and Language Therapists  
Teacher Consultants  
Teachers, Early Childhood Special Education  
Teachers for the Deaf and Hard of Hearing  
Teachers of Students with Autism Spectrum Disorders  
Teachers of Students with Cognitive Impairments  
Teachers of Students with Emotional Impairment  
Teachers of Students with Visual Impairments  
Teachers of Students with Severe Multiple Impairments  
Teachers of Students with Severe Cognitive Impairments  
Teachers of the Speech and Language Impaired  
Transition Coordinators

Such representation shall cover personnel assigned to these existing and newly created positions, excluding per diem, supervisory, and administrative personnel. The term "employee" when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above.

- B. The Board agrees not to negotiate with any employee organization other than the Association for the duration of this agreement.
- C. Nothing contained herein shall be construed to deny or restrict the rights of any employee under the Michigan or Federal laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- D. Temporary, limited duration grant-funded, and/or consortium-funded positions which the Genesee Intermediate School District develops may be placed in the Association with all rights and privileges under 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 Contract Administration and Problem Solving Committee to determine the following:
  - 1. Whether or not the position should be placed in the 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 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, sick and personal leave provision, etc.
  - 3. Whether or not the position should continue to remain outside the unit.
- F. The Board and Association agree that the language developed under Sections D and E above is developed as a means for the Board and Association to work together to address the changing role of 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.
- G. Employees identified in Section A above as Coordinators, Curriculum and Instruction, shall remain as direct employees of the Genesee Intermediate School District represented by the Genesee Intermediate Education Association. Employees hired after March 14, 2018 to fill newly created positions in this capacity, or to replace persons who terminate employment, may be hired as non-bargaining unit employees or hired through a third party organization. (Memorandum of Understanding, Posting Positions for Coordinators, Curriculum and Instruction, March 14, 2018, on file in Human Resources)

## **Article II – Responsibilities and Rights**

- A. The Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by law, subject to the provisions of this Agreement.
- B. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association 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 or other laws of Michigan or the Constitutions of Michigan and the United States, that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any activities of the Association or collective bargaining with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. The Association shall have the privilege of using Genesee Intermediate School District building facilities during business hours by arrangement with the Superintendent or representative, subject to the Board policy of building utilization. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off district premises. A bulletin board of approximately 3 feet by 4 feet shall be made available in each building for the use of the Association.
- D. In response to reasonable written requests, the Board agrees to provide to the Association copies of existing reports concerning the financial status of the district and may charge a cost of eight (8) cents per page.
- E. The Board recognizes that para-educators are an integral part of the programs at, but not limited to, the Elmer A. Knopf Learning Center, Marion D. Crouse Instructional Center, Day Treatment Program, Early Childhood Programs and Services, Early On Program, Transition Center, and Project CHOICE classrooms; therefore, whenever a para-educator is absent, the Board will make every effort to provide a replacement.
- F. Ancillary staff (non-certificated) shall have a probationary period of five (5) years, unless they have previously completed a probationary period at another Michigan public school district. In that case, the probationary period is two (2) years.

### **Article III – Professional Compensation**

- A. The salaries of employees covered by this Agreement are set forth in the salary schedules which are attached to and incorporated in this Agreement as Article XII, Salary Schedules.
- B. Compensation on the salary schedule is based on job accomplishments and job performance as measured by the year end evaluation rating, in which student growth and assessment data is a significant factor. Beginning the 2020-2021 school year, employees shall not advance on the salary schedule, step or lane, if they received a year end evaluation rating of Minimally Effective or Ineffective in each of the two most recent years.
- C. For the life of this contract, there are an additional two (2) days of work for all programs. The salary schedules are, therefore, based upon a 187-day base work year and a 7.0-hour workday. Salary schedules will revert back to a minimum of 185 days at the end of this contract agreement.
- D. Employees working less than 35 hours per week (part-time employees) shall be paid in accordance with Article XII, Salary Schedules, prorated to the time worked unless otherwise specified under Article I, Sections D and E, of this Agreement.
- E. Employees working less than one-half of the days identified in the program calendar will not be eligible for a step increase the following year.
- F. Employee work schedules will be developed in accordance with Article XI, Calendar Guidelines, and in accordance with Article VI, Employee Hours and Calendar, of this Agreement.
- G. Designated employees, when required by the Board to negotiate during the school day on behalf of the Association with any representative of the Board or to participate in any grievance or grievance arbitration, shall be released from regular duties without loss of salary.
- H. Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the current rate allowed by the Internal Revenue Service.
- I. All employees shall submit a current copy of the employee's automobile insurance certificate to Business Services. Automobile insurance is required to receive mileage reimbursement and to be eligible to drive district vehicles.
- J. All employees are required to use direct deposit for pay and any district-provided reimbursements.

#### **Article IV – Negotiation Procedures**

- 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 nor whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. At least sixty (60) days prior to the expiration of this Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment for represented employees.
- C. 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 the school district.
- D. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and the membership of the Association, but the parties mutually pledge that representatives selected by each 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.

## **Article V – 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 or any existing rule, order or regulation of the Board, except a statute specifically establishing a procedure for redress, relating to wages, hours, terms or conditions of employment, may individually or through the Association file a written grievance with the Board or its designated representative unless prohibited by law. Such grievance shall specify the remedy desired, the specific section of the contract or policy that has been violated, and must be signed by the employee or the Association representative in the case of a grievance which pertains to general contract interpretation.
- B. A grievance must be filed within thirty (30) days of the occurrence or reasonable knowledge thereof.
- C. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems 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 Association, if the adjustment is not inconsistent with the terms of this Agreement, provided that the Association has been given opportunity to be present at such adjustment.
- D. **Level One**  
An employee with a grievance shall submit it in writing to his immediate supervisor, principal, or other designated administrator, individually, together with his Association representative or through the Association representative if authorized by the employee. The supervisor and the grievant shall have ten (10) days to meet and resolve the grievance. If the grievance is not resolved, the supervisor shall have ten (10) days to answer the grievance in writing.
- E. **Level Two**  
In the event the grievance is not satisfactorily resolved at Level One, written notice of intent to proceed to Level Two shall be given to the Superintendent or designee within ten (10) days of receipt of the written decision at Level One.
- If the Association gives notice to proceed with the grievance, a meeting shall be held between a representative, the Association and the Superintendent or designee, within ten (10) days of receipt of notification that the grievance is being pursued.
- A written answer shall be returned to the Association within ten (10) days of said meeting.
- F. **Level Three**  
In the event the grievance is not satisfactorily resolved at Level Two, written notice of intent to proceed to Level Three shall be given to the Board within ten (10) days of receipt of the written decision at Level Two.

Within fifteen (15) working days from receipt of the grievance, the Board shall pass upon the grievance. The Board may hold a hearing thereon, may designate one or more of its members to hold a hearing thereon, or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of the grievance provided; however, that in no event, except with express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty-five (25) days after its submission to the Board.

G. Level Four

If the decision of the Board is not satisfactory to the Association, the grievance may be submitted to arbitration within thirty (30) working days of the receipt of the written answer at Level Three. Said letter of intent to proceed to arbitration shall be submitted to the Superintendent.

The parties will attempt to select an arbitrator by mutual agreement. If they cannot agree on an arbitrator within five (5) days after notice is given, the Association shall 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. Neither party shall be permitted to assert in such arbitration proceedings any charge or rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

The dismissal of a probationary employee shall not be subject to arbitration.

- H. The fees and expenses of the arbitrator under this Article shall be jointly shared by the Board and the Association. Any other expenses, such as costs involved in presenting witnesses, etc., shall be borne by the party incurring such expenses.
- I. If a grievance arises from an action of authority higher than the supervisor or involves more than one program, the Association may present such grievance at Level Two of the grievance procedure. The Superintendent or his designated representative may request that said grievance be returned to Level One for disposition.
- J. For administrative convenience, the Board may cause complaints which may be the subject of grievances under this Article first to be presented to a department director, or other designated administrative employee, for informal processing, in an effort to reduce the number of formal grievances handled under the professional grievance procedure herein established. The parties shall mutually work out procedures for such informal processing upon request, but exhaustion of such informal procedures shall not be required as a condition precedent to invoking the grievance procedure, nor shall the participation of department directors, principals, assistant principals, or other employees in such informal procedures be deemed to be a supervisory or executive function.

- K. If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, the employee shall be reinstated with reimbursement of compensation lost. If the employee shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to the employee.
  
- L. Working days will be considered as days other than Saturdays, Sundays, holidays, and days the district may be closed to the public.

## **Article VI - Employee Hours and Calendar**

### **A. Employee Hours**

1. Full-time employees will work 35 hours per week. Part-time employees are those employees working less than 35 hours per week.
2. Specific working hours and starting and ending times for employees shall be primarily determined by the nature and demands of the position to which the employee is assigned.
3. Flexibility to accommodate varied work schedules and the needs of the constituent school districts may be granted under the supervision of the Superintendent/designee.
4. Employees with classroom assignments, including those employees assigned to least restrictive environment classrooms located in other school districts or facilities, shall have a daily work schedule which includes the following whenever possible:
  - a. Daily student contact time/schedule will be determined by the program administrator and will, at a minimum, conform to state requirements.
  - b. Five hours (5.0) per week of planning/nonstudent contact time.
5. Project CHOICE or other non-center student hours of attendance shall be coterminous with the host school district student hours, whenever possible.
6. Certificated Genesee Career Institute Instructors are required to attend/participate in the following activities without additional compensation:
  - Plan and facilitate a minimum of two advisory committee meetings per year.
  - Genesee Career Institute Open House.
  - Student recognition events.

### **B. Lunch Schedule**

1. Employees assigned as classroom teachers will have a working (paid) lunch, unless modified by paragraphs 2, 3 or 4 below.
2. If employees at Project CHOICE locations are required to have a duty-free (unpaid) lunch, then a minimum of thirty (30) consecutive minutes will be provided for district employees.
3. Employees assigned to Mott Middle College, Genesee Early College, and Genesee Career Institute will have an uninterrupted thirty (30) minute duty-free (unpaid) lunch.

4. All other employees shall submit an annual daily schedule to be approved by the program administrator. Within two (2) weeks of the program starting date, the schedule will be submitted on a form provided by the administrator and shall include:
  - a. Starting and ending times.
  - b. Lunch [working, duty-free thirty (30) minutes, or sixty (60) minutes unpaid] to be determined by program needs and administrative approval.
  - c. Location of service.

#### C. Calendars

1. Annual district calendars for employees assigned to a specific program shall adhere to the following:
  - a. Be developed with staff involvement and submitted to program staff by the program administrator by April 1 of the preceding year.
  - b. Be consistent with Article XI, Calendar Guidelines, and in accordance with the Genesee County Schools Common Calendar.
  - c. Consist of a minimum of 187 workdays for 2018-2019, 2019-2020 and 2020-2021.
2. Annual calendars for employees assigned to local districts or Project CHOICE classrooms will follow the local district calendar as closely as possible but shall include a minimum of 187 workdays for 2018-2019, 2019-2020 and 2020-2021.
3. Employees who provide services to local districts and are not assigned to classrooms shall submit an individual annual calendar for approval by the program administrator and department director (and assistant superintendent when applicable). The calendar shall include a minimum of 187 workdays for the 2018-2019, 2019-2020 and 2020-2021 school years. Coordinators assigned to the Office of Education and Learning shall have an annual calendar of 187 workdays for 2018-2019, 2019-2020 and 2020-2021.
4. Employees scheduled to work beyond their approved calendar will be scheduled and compensated in accordance with Section D below.
5. Every effort will be made to develop a mutually agreed upon school year calendar. Disagreements on calendars shall be submitted to the Contract Administration and Problem Solving Committee (CAPSC) for resolution.
6. The Contract Administration and Problem Solving Committee (CAPSC) will meet and review the calendar and hours and may make adjustments in the calendar and student/teacher hours if necessary to comply with the school law.

7. The parties agree to meet and discuss changes in the calendars if state funding is provided for professional development days in such a way that changing the calendars would increase funding to the district.
8. The district may implement a balanced school calendar for any or all programs.

D. Extended Schedules

1. Bargaining unit employees working extended schedules will be compensated using the following guidelines:
    - a. Work beyond the approved hours and calendar in a position identified in Article I, Recognition, will be paid at the employee's current contract hourly rate.
    - b. The Board will compensate bargaining unit employees at the classification BA, Step 1, on the current contract year salary schedule for curriculum development on nonworkdays (summer, weekends, or recess periods, i.e., winter and spring).
  2. All extended schedule assignments are voluntary.
  3. Employees working an extended schedule will be able to use accumulated sick and personal business time in accordance with this Agreement, board policy, and district administrative guidelines.
  4. Employees working an extended schedule who take a scheduled day without pay shall not be charged the cost of fringe benefits for that day.
  5. New employees hired for extended schedule assignments will not receive fringe benefits as provided in Article VIII, Insurance Protection, or seniority as provided in Article X, Miscellaneous Provisions.
- E. It is the policy of the Board to grant compensatory time or flex time in accordance with administrative guidelines with the requirement that requests to work beyond the normal workday or work year be approved by the department director prior to the request.
- F. All employees of the Genesee Intermediate School District are expected to serve the constituent districts with dedication and energy.

## Article VII - Absences and Leaves

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, as defined in Section B of this Article, which necessitates the presence of the employee. Sick leave days may be used up to the maximum accumulated in accordance with the following provisions:

1. Employees shall be credited with sick leave allowance based on the employee's program year as follows:

<u>Workdays</u>	<u>Sick Leave</u>
187– 199	13 days
200 – 219	14 days

2. On the first day of each scheduled program year, five (5) of the sick leave days will be posted of which three (3) can be used as personal business. Thereafter, employees shall earn one sick day for each month until all days have been posted. All days shall be posted by May 1 of the current year.
3. Employees working the mandatory calendar at the Marion D. Crouse Instructional Center (MCIC) shall have additional eligible sick days posted in accordance with numbers 1 and 2 above. No additional sick days shall be posted for other extended schedule work.
4. If the employee resigns or leaves the Genesee Intermediate School District prior to fulfillment of that employee's individual contract year, the sick leave entitlement will be prorated only for the portion of the year worked. Days utilized beyond the prorated sick leave shall be billed back to the individual.
5. Three (3) of the posted sick leave days above may be used for personal business with a minimum of forty-eight (48) hours approval.
  - a. Personal business days cannot be used to extend a district break, recess period, and/or holiday.
  - b. In the event there is an unforeseen circumstance, the employee must contact his/her administrator/supervisor with a reason requesting immediate approval.
  - c. Personal business days cannot be used for other employment.
6. Employees working less than 35 hours per week (part-time employees) shall have their sick and personal business time posted in proportion to the time worked unless otherwise specified under Article I, Sections D and E, of this Agreement.

7. Sick leave days may be cumulative not to exceed ninety (90) days. Sick leave days do not accumulate while an employee is on long-term disability. Should the leave extend into the following school year, upon return, sick days will be prorated based on the remaining work days.
8. Reimbursement for eligible sick leave days:
  - a. Sick leave days in excess of 90 shall be automatically reimbursed in the last pay of June at a rate of \$100 per day.
  - b. Sick leave days in excess of 60 through 90 may be traded for reimbursement at a rate of \$50.00 per day. To be eligible, the employee must notify Human Resources in writing or e-mail by June 1 of each year of the number of sick leave days to be traded for reimbursement.
  - c. Upon retirement, employees will be automatically reimbursed in their last pay for eligible sick leave days in excess of 60 through 90 at \$50.00 per day and \$100 per day for eligible days in excess of 90.
  - d. Employees retiring with 30 years of service time with the Genesee Intermediate School District, will automatically be reimbursed in their last pay for eligible sick leave days in excess of 60 at the rate of \$100 per day.
9. Sick leave days in excess of 90 days may be converted at the rate of two (2) sick days for one (1) paid time off (PTO) day, not to exceed three (3) PTO days per year. PTO days must be posted before use. Unused PTO days will automatically convert back to sick days at the end of the fiscal year.
10. New employees shall become eligible for leave benefits after the employee has completed one (1) full day of employment. Sick leave days shall be prorated from the date of hire.
11. The Board and the Association recognize that chronic/excessive absenteeism should not be condoned with respect to the parties' obligations and responsibility to the work place.
12. Employees are responsible for reporting absences in a timely fashion pursuant to building/program/department procedures.
13. When the district requests/requires an employee to seek medical attention due to work-related accident/injury or communicable disease, such as head lice or conjunctivitis, the employee will not be charged sick time in the following instances:
  - a. For the balance of the day on which the initial visit occurred.

- b. For time spent at the clinic for follow-up visits as directed by representatives from the District or clinic, including occupational therapy, physical therapy, and other medical services.
- c. 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.

14. Work-related injuries require immediate and accurate reporting. Worker's compensation cases are technical. Employees and administrators need to proceed carefully and in full communication with Human Resources staff.
  - a. Employees will seek or coordinate approval for clinic/medical visits from their immediate supervisor/administrator and participate in following the procedure for reporting a work-related injury in a timely manner, whenever possible.
  - b. Employees will notify the supervisor/administrator if the doctor's statement clears the employee to return to work or puts the employee off work. Employees will continue to keep the immediate supervisor/administrator advised of their work status.
  - c. Always submit the doctor's statement/report to Human Resources immediately following the initial clinic/medical visit and after any subsequent visits, if required. Human Resources staff will initial and date all doctor statements and Physician Visit Reports to acknowledge receipt.
  - d. Human Resources will communicate any work restrictions to the supervisor/administrator and advise the supervisor/administrator of the employee's status after the initial and subsequent visits to the clinic or doctor.
15. Any employee whose personal illness extends beyond the period compensated under Section A above may be granted a leave of absence without pay for such time as is necessary for complete recovery from such illness. Insurance premiums will be paid in accordance with Article VIII, Insurance Protection, Section O, and in accordance with administrative guidelines. Upon return from an authorized leave, the employee shall be assigned to the same position or a substantially equivalent position with regard to pay, responsibility, and status.
16. Employees working less than one-half of the days identified in the program calendar will not be eligible for a step increase the following year.
17. Sick and personal business time are aligned with the actual length of the workday with these conditions:
  - a. Applies to an agreed calendar in place at the start of the year/beginning of the program.

- b. Applies only to annual calendars, not temporary changes in employee schedules.
- c. Alignment applies only to the hours per day, not extended days in a calendar. Customary hours are 7.0 hours per day with 13 to 14 sick days (3 of which are personal business) or 7.5 hours per day for staff assigned to Day Treatment or Project CHOICE classrooms.
- d. Alignment of the day applies to sick time, personal business time, benefits reductions, time taken without pay, long-term disability and other payroll calculations. (Memorandum of Understanding, Alignment of Sick and Personal Business to the Workday, May 17, 2007, on file in Human Resources)

B. Annual and accumulated leave days may be used as follows:

- 1. For illness or disability in the immediate family. Immediate family is defined as:
  - a. Spouse
  - b. Child, including foster child and stepchild
  - c. Brother or brother of spouse (including step)
  - d. Sister or sister of spouse (including step)
  - e. Parent or parent of spouse (including step)
  - f. Grandparent or grandparent of spouse (including step)
  - g. Son-in-law
  - h. Daughter-in-law
  - i. Grandchild (including step)
- 2. A doctor's statement will be submitted to Human Resources when an immediate family member's illness or disability requires the employee's presence for five (5) or more consecutive workdays.
- 3. A maximum of five (5) paid accumulated leave days may be used as emergency days for death of an immediate family member as defined in number 1 above. The Superintendent may approve the use of more than five (5) days for death of an immediate family member. Should an employee have insufficient accumulated leave days to cover the absence, the employee must submit a request for personal leave.

C. Personal Leaves of Absence

- 1. Employees may be granted short-term/long-term unpaid leaves of absence. Short-term unpaid leaves will be for more than one (1) day but less than twenty (20) working days. In extenuating circumstances, short-term leaves may be extended five (5) additional days. Long-term leaves will be for more than twenty (20) working days.
- 2. The Superintendent will review and act on short-term leaves. Long-term leaves will be reviewed and forwarded to the Board for action. One (1) day or less may be approved by the department director/program administrator.

3. When short-term leaves of absence are approved, employees shall be required to use their accumulated leave/paid time in the following order:
  - a. Compensatory time
  - b. Sick time
  - c. Personal business

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

4. Employees on leave less than twenty-five (25) working days shall have their fringe benefits paid by the Board in accordance with the annual Compensation Reduction Agreement signed by the employee (see Article VIII, Insurance Protection, Section A).
5. Employees on unpaid leave in excess of twenty-five (25) working days may elect to maintain their insurance coverage within the provisions of the district carrier at their own expense.
6. In considering leave requests, the following criteria will be reviewed:
  - a. Leave of absence does not reduce ability of the district/department to accomplish its mission.
  - b. Satisfactory substitute can be obtained if necessary.
  - c. Leave will not cause the district additional expense.
  - d. Attendance and work performance of the employee are satisfactory.
7. Long-term leaves may be granted for a period of up to one year. The district may, at its discretion, extend the leave for one additional year upon request. No seniority will accrue during this period. Employees who are unable to return to work following the end of their approved leave of absence shall be considered to have terminated their employment with the district.
8. Employees will:
  - a. Make application in writing to their immediate supervisor/program administrator for short-term leave and complete the Request for Unpaid Leave of Absence form at least five (5) workdays prior to the commencement of the leave, except in case of emergency.
  - b. Make application for long-term leave in writing at least sixty (60) calendar days prior to commencement of leave, except in case of emergency.
  - c. Notify Human Resources in writing or electronically sixty (60) calendar days prior to returning to work from a long-term leave.

- d. Report to Human Resources upon return from long-term leave to review/update payroll/benefits information.

#### D. Child Care Leave

1. A leave of absence up to one (1) year without pay shall be granted to any employee for the purpose of child care. The child of the leave must be a newborn infant, or a newly adopted child.
  2. Request for such leave shall be made in writing, with written verification of pregnancy from a physician or verification of custody from the appropriate agency or court.
  3. The Superintendent may approve the use of three (3) additional days in Section A, number 5, above to be used as personal business for adoption. Personal business days for adoption may be approved for use immediately before or after a recess period.
  4. In order to provide continuity of program, the employee shall notify the Superintendent in writing at least three (3) months in advance of the anticipated leave date or as soon thereafter as the employee is aware of such need.
  5. The specific beginning and ending leave date shall be determined by mutual agreement of the employee and the Superintendent, at least thirty (30) days prior to the anticipated commencement of the leave with primary consideration given to the written medical statement provided by the employee's physician, which may be supplemented as provided in Section K of this Article.
  6. The employee may request a renewal of said child care leave beyond the term allowed in number 1 above up to an additional year subject to board approval. The employee shall notify the Superintendent of this request in writing at least sixty (60) days prior to the termination of the original leave.
  7. An employee may make written or electronic application to the Superintendent for reinstatement prior to the expiration of the leave; however, accelerated return from leave shall be at the discretion of the Board.
  8. The employee shall be given credit on the salary schedule for a full semester for the semester in which the leave was taken, provided over one-half (1/2) the semester was worked. Upon return from leave, the employee shall be restored to the appropriate position on the salary schedule.
- E. Released time for Association business, not including negotiations or grievance processing, shall be provided in the amount of six (6) days during the school year. The Association will pay substitute cost. Application for released time shall be made on forms provided by the District.

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

- F. A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the armed forces of the United States. Employees on military leave shall be given the benefit of any annual salary increments and sick leave allowances which would have been credited to them had they remained in active service to the District. Employees on military leave of absence shall return to work in accordance with applicable state and federal laws.
- G. The Board shall grant a leave of absence without pay and benefits to any employee to campaign for or serve in a public office. Said leave shall be granted for up to two (2) years. Any extension beyond two (2) years will be at the discretion of the Board. Employees on a leave of absence for the purpose of campaigning for or serving in a public office shall not be given benefit of any salary increments, sick time, or seniority credit. Employees shall return from a leave of absence for the purpose of campaigning for or serving in a public office.
- H. Religious holidays other than specified in the calendars will be granted to employees. Prior arrangement must be made with the Superintendent. Such days may be covered by the following:
  - 1. Personal business leave.
  - 2. Work on days that office is open when instructional staff is on recess.
- I. 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 a 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.

For a court appearance as a subpoenaed witness in any case connected with the employee's employment with the Genesee Intermediate School District, the employee shall be granted a leave of absence with pay for the time required for such court appearance.

- J. The Board may grant full pay to an employee for approved visitation to any other school or for attending educational conferences or conventions. All employees, regardless of assignment, shall be considered for conference attendance.
  
- K. 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. On the basis of the results of such examination, the Board may require that the employee take a leave of absence without pay or increment for a period not to exceed one (1) year.

An employee has the privilege of engaging a specialist at the employee's expense 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, will be consulted with fees to be divided between the Board and the employee.

## **Article VIII - Insurance Protection**

Pursuant to the authority set forth in Section 632 of the School Code of 1976 as amended, the Board agrees to offer to all employees the following insurance protection unless otherwise specified under Article I, Sections D and E, and Article VIII, Insurance Protection, Sections C and N of this Agreement.

Effective July 1, 1996, the Board and the Association 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 Association implemented a Section 125 Plan with an effective date of September 1, 1996 that allows employees to elect health insurance or a cash option. GIEA/Board Contract Administration and Problem Solving Committee (CAPSC) will continue to explore other options. The Section 125 Plan may be expanded 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 GIEA Governing Board and the GISD Board of Education prior to implementation.

- A. The Board will pay the health care premiums for the duration of this Agreement as defined in the Publicly Funded Health Insurance Contribution Act (P. A. 152).

The employee is responsible for the balance of the health care premium not paid for by the board, and will be paid through payroll deduction with pre-tax dollars from January 1 through December 31 of each year, excluding July and August. Employees will sign a Compensation Reduction Agreement annually as part of open enrollment to qualify for pre-tax payments of health premiums above the Board-paid amount.

- B. The Administration and the Association agree that all parties using the Win-Win process will work together annually through the CAPSC process to review the current health insurance plan offerings and to explore other health care options to reduce the overall cost of benefits to the Board and to the employees.
- C. Health insurance benefits shall be available to all employees unless they are covered by another program. Employees, spouses, and dependents may not be dual enrolled in health insurance.
- D. Employees hired prior to June 30, 2018 not electing health insurance coverage under Section A above shall receive a cash payment in 2018-2019, 2019-2020, and/or 2020-2021 in the amount of \$3,200 payable in 10 payments September through June at \$320 per month. New hires as of July 1, 2018 will not receive the cash option payment if they waive their health insurance benefits. The cash option is available to the eligible employees upon receipt of a Fringe Benefit Waiver when covered by other medical insurance outside the District and is subject to applicable federal, state, local, and social security (FICA) taxes.

- E. The Board shall provide all employees group term life insurance protection in the amount of \$40,000 effective with double indemnity for accidental death and dismemberment.
- F. The Board shall provide all employees for the duration of this contract (subject to the limitations of the carrier) Delta Dental insurance, co-pay Class I/II/III/IV, 90/90/90/90, or internal/external coordination of benefits, co-pay Class I/II/III/IV, 50/50/50/50. The benefit period is July 1 through December 31, 2018; thereafter, the benefit period is January 1 through December 31 of each year. The annual maximum benefit is \$2,000 per person. The orthodontic life time maximum benefit for eligible dependents 19 years of age or less is \$1,500.
- G. The Board shall provide all employees (subject to the limitations of the carrier) MESSA VSP-3 Plus Platinum vision insurance. The benefit period is July 1 through June 30 December 31, 2018; thereafter, the benefit period is January 1 through December 31 of each year.
- H. The premium cost for dental and vision insurance will be paid in full by the Board.
- I. Employees are responsible for submitting the necessary documentation to Human Resources and Operations for the selection of health insurance or the cash option, life, dental, and vision insurance within 30 days of initial employment or during the annual open enrollment period in the month of May November of each school year, provided such enrollment does not result in dual enrollment for health insurance as it applies in Section C above.

The annual open enrollment period will be held in November for the January to December calendar year. The board shall post a notice each year for the May November open enrollment period. The open enrollment period will remain unchanged unless a special open enrollment is scheduled if new options for benefits are developed.

Employees with changes in marital/dependent status or other changes that affect their health insurance/cash option, life, dental, or vision insurance coverage must notify Human Resources within 30 calendar days of the occurrence, providing appropriate evidence, if necessary, and document the changes. Any other changes may be made during the normal open enrollment period, which is during the month of November for the January to December calendar year.

Employees who do not meet the deadlines (within 30 calendar days of occurrence/initial employment or month of November open enrollment period) forfeit their right to change/add their coverage until the next November open enrollment period.

- J. The premium year for health benefit coverage shall be January 1 through December 31.
- K. Employees shall be eligible to elect salary reduction for an approved annuity of their choice. The employee is responsible for contacting a representative from an approved investment

company and submitting the necessary documentation to Human Resources. Forms and guidelines for salary reduction are available in Human Resources or Business Services.

L. Disability insurance protection (subject to the limitations of the carrier) will be provided each employee as outlined.

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

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

5. Disability payments shall be limited to a maximum of sixty-six and two-thirds (66-2/3) of the employee's monthly salary and shall include a social security freeze.

M. The Board will offer flexible spending accounts for medical reimbursement and dependent care expenses. Funds designated for an employee's flexible spending account are pre-tax dollars. The maximum annual contribution and reimbursement will comply with Internal Revenue Service guidelines. The plan year will be July 1 through December 31, 2018; thereafter, January 1 through December 31 each year.

N. Insurance benefits become effective after the employee has completed one (1) full day of work.

O. Employees on medical/disability/worker's compensation leave shall be eligible for board-paid health, dental, vision, life, and disability insurance for four (4) months.

1. Effective July 1, 2018, employees shall be eligible for board paid benefits in accordance with the Family and Medical Leave Act (FMLA) plus one (1) additional month. The employee cannot exceed four (4) months of district paid benefits in a contract year while on leave. 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. When an employee's injury/illness requires them to be absent from work for ten (10) or more consecutive workdays, and the employee is not eligible for FMLA, the employee shall be eligible for a total of four (4) months of board-paid benefits for that contract year. All leaves must be approved by Human Resources.
  2. At the end of four (4) months, no contractual benefits shall accrue except for payments as provided by the disability/worker's compensation insurance carrier.
  3. The employees may elect to maintain their health, dental and/or vision insurance coverage within the provisions of the district carrier(s) at their own expense as provided by the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- P. Prior to returning to active status, an employee who has been receiving medical/disability/worker's compensation benefits shall be required to provide the District with a doctor's statement, which may be supplemented as provided in Article VII, Absences and Leaves, Section K, of this Agreement.
- Q. For employees who become unable to work during the standard summer recess and are eligible for medical/disability/worker's compensation leave, the four (4)-month count for board-paid health, dental, vision, life, and disability insurance begins on September 1 of the next contract year. Thereafter, the employees may elect to maintain their insurance coverage within the provisions of the district carrier(s) at their own expense.
- R. Insurance benefits terminate when the employee resigns or leaves the Genesee Intermediate School District prior to fulfillment of that employee's current contract year.
- S. Employees working more than one-half (1/2) time but less than full time shall receive fringe benefits in relation to time worked. The employee's portion of the premiums shall be paid through payroll deduction in accordance with a signed Compensation Reduction Agreement. The above provisions are subject to the provisions of the various requirements of insurance carriers.
- T. The Board and the Association agree that the cost of providing worker's compensation coverage for employees has increased over the last several years. The parties agree that during the term of this Agreement, employee assistance/work-related injury committees will be maintained in each program area under the direction and guidelines determined by the Contract Administration and Problem Solving Committee to study work-related injuries and implement programs to reduce on-the-job injuries.

U. The Board and the Association agree that during the term of the Agreement, the Contract Administration and Problem Solving Committee will maintain a GIEA/Board Finance Committee to address the rising cost of health insurance and explore options for controlling or reducing health insurance costs in the future.

## **Article IX - Contract Administration and Problem Solving Committee**

- A. The Board and the Association 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 Association, a Contract Administration and Problem Solving Committee (CAPSC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
- C. The CAPSC will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiations process. However, an issue or problem may be referred by the CAPSC, the Association, 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.
- D. A problem may be taken through the grievance procedure and/or through the CAPSC at the same time or separately.
- E. 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.
- F. Problems and concerns that cannot be resolved at the program/building level may be referred to the CAPSC by the employee, Association representative, and/or immediate supervisor.
- G. Nothing in this Article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiations proposal. However, the 30-day grievance filing deadline in Article V, Section B, of this Agreement is delayed whenever a contract issue or problem is being addressed by the CAPSC.
- H. It is the responsibility of the Board and the Association 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 Association or the Board will be identified at the beginning of each meeting to summarize the minutes of the meeting and distribute the minutes and tentative agenda for the next meeting to the members of the CAPSC.
- J. The Association President and the Deputy Superintendent are responsible for the distribution of information to the individuals they represent regarding the activities of the CAPSC.

- K. The CAPSC shall review and discuss activities related to the development and implementation of least restrictive environment programs. The Board shall assure that the Association will be a participant in the planning process relating to the review and revision of the Genesee Intermediate School District Special Education Mandatory Plan. Such participation shall neither expressly nor by implication be deemed to be a waiver of either party's right to bargain any working condition.
  
- L. The parties agree that representatives of the Board will continue to work together with GIEA representatives to utilize the Win-Win collaborative model to solve problems and address concerns. GIEA CAPSC will continue to train GIEA employees in the utilization of the Win-Win collaborative model.

## **Article X - Miscellaneous Provisions**

- A. No polygraph or lie detector device shall be used in any investigation of any individual.
- B. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual employee contracts heretofore in effect.

All future individual employee contracts shall be made expressly subject to the terms of this Agreement or any subsequent agreement covering the same school year as the individual employee contracts designate. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

- C. In accordance with Board Policy #3122, Nondiscrimination and Equal Employment Opportunity, the Genesee Intermediate School District (GISD) does not discriminate on the basis of race, color, religion, national origin, gender, disability, age, height, weight, marital status, or any other legally protected characteristic, in its programs and activities, including hiring, promotion, and retention. The person designated to handle inquiries regarding the nondiscrimination policies of GISD or to address any complaint of discrimination is the Title IX Coordinator, Human Resources, 2413 West Maple Avenue, Flint, Michigan 48507-3493.
- D. This Agreement shall be available in electronic format on the GISD website.
- E. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Employees shall be paid in twenty-six (26) equal pays. Employees who selected a twenty-one (21) pay cycle for the 2017-2018 school year shall be required to select a twenty-six (26) pay cycle beginning in the 2019-2020 school year.

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

- G. When an employee completes a program for state certification or graduate course work that entitles that employee to a higher rate of pay according to the schedule, the employee's pay shall be adjusted as follows:
  - 1. When an employee completes course work prior to July 1 of the contract year, pay will be at the higher rate for the full year if evidence of such achievement is submitted within sixty (60) days.

2. Course work completed after July 1 and prior to January 1 will entitle the employee to be paid at the higher rate from January 1 of the contract year, providing evidence of achievement is submitted sixty (60) days after course work completion.
3. An employee that completes course work by July 1, but does not submit evidence of completion within the sixty (60) day period, will be paid at the new rate effective January 1 of the next year.
4. An employee working on the less than BA salary schedule at Genesee Career Institute that completes the course work for the BA degree may apply for reclassification immediately upon completion of the degree. When official proof of degree conferment is provided to the district, the employee will be compensated at the new rate effective the date of submission upon verification by the district.

#### H. Longevity

Effective with the 2018-2019 school year through the 2020-2021 school year, eligible employees on the BA, BA+18, MA, MA+15, and MA+30 classifications of the salary schedule will receive longevity for their years of experience in the bargaining unit at the Genesee Intermediate School District as follows: 15 years of experience \$2,000, 20 years of experience \$2,700, 25 years of experience \$3,400, and 30 years of experience \$4,100.

Employees eligible for longevity under this agreement who resign from the district prior to the end of the school year for the purpose of retirement (through the Michigan Office of Retirement Services) will receive the remaining amount of their longevity pay in their final paycheck. This amount will be determined by taking the original amount minus the amount already paid to the employee.

Employees eligible for longevity under this agreement who resign from the district prior to the end of the school year for reasons other than retirement shall have their longevity prorated based on the number of days worked. These employees will not be eligible to receive the entire longevity amount. (Memorandum of Understanding, Longevity Pay for Retirees, December 4, 2017, on file in Human Resources)

- I. For 2018-2019, 2019-2020 and 2020-2021, an employee's daily rate shall be determined by dividing his/her contractual salary (without longevity) by 187 workdays; the hourly rate shall be determined by dividing the daily rate by 7.0 hours. Legal holidays are not to be considered paid holidays. Extra work beyond 187 workdays will be paid at the employee's hourly rate subject to Article VI, Employee Hours and Calendar, Section D, Extended Schedules.
- J. Salary deductions for unpaid days will include a prorated fringe benefit cost unless said day would qualify for payment under Article VII, Absences and Leaves. Employees working an

extended schedule (Article VI, Section D) who take a scheduled day without pay shall not be charged the cost of fringe benefits for that day.

- K. A seniority list shall be prepared by the Board and verified by the Association.
  - 1. Last date of hire shall be defined as that date which the employee commences the employment obligation.
  - 2. Employees scheduled to work less than full time will be granted seniority in proportion to time worked.
  - 3. An employee who first worked in the bargaining unit and then became an administrator in the Genesee Intermediate School District shall retain any seniority accrued as an employee upon return to the bargaining unit.
  - 4. Leaves of absence shall not be considered as terminations (subject to Article VII, Section C.7); however, seniority shall not accrue during said leave unless so specified.
  - 5. Seniority shall accrue on a semester basis. One semester seniority credit shall be earned provided over one-half (1/2) the semester is worked in the employee's scheduled work year.
  
- L. A vacancy shall be defined as a vacated position which will be continued or a new position created which is covered under this Agreement.
  - 1. Whenever a vacancy arises, an electronic notice of a vacancy shall be sent to all bargaining unit employees.
  - 2. The employees so notified shall have the responsibility of completing an online internal application form, indicating their interest in said position prior to the posting deadline.
  
- M. Employees working in programs or whose assignment requires proof of freedom from communicable disease (negative test for TB) shall provide evidence every three years that will be kept on file. TB tests for these employees shall be available at no cost from nurses assigned to center-based programs.
  
- N. Employees are expected to maintain a current address and telephone number with Human Resources.
  
- O. 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. The employee shall provide the Superintendent proof to substantiate the employee's loss.
  
- P. Employees will generally be notified at least twenty-four (24) hours in advance of all staff meetings.

## Article XI - Calendar Guidelines

School year calendars are developed with employees in accordance with Article VI, Employee Hours and Calendar, of this Agreement and in accordance with the Genesee County Schools Common Calendar adopted by the Board pursuant to Section 1284a of the Revised School Code. The basic work year is 187 workdays and a seven (7.0)-hour workday for 2018-2019, 2019-2020 and 2020-2021. The 187-workday annual school calendar for classroom employees may include a total of 7.0 hours outside the regular school day.

Department directors/program administrators are responsible for working with employees who are in positions that require a valid Michigan teacher certificate to ensure that these employees are involved in staff development and training activities in accordance with state law. The following excerpts from the Genesee County Schools Common Calendar will be utilized in the development of employee, building and/or program calendars.

### A. Traditional academic year students report to school in accordance with Michigan law.

	<u>Labor Day</u>	<u>First Student Day</u>
2018-2019	Monday, September 3, 2018	Tuesday, September 4, 2018
2019-2020	Monday, September 2, 2019	Tuesday, September 3, 2019
2020-2021	Monday, September 7, 2020	Tuesday, September 8, 2020

### B. Winter Break:

	<u>Winter Break Begins</u>	<u>Classes Resume</u>
2018-2019	Monday, December 24, 2018	Wednesday, January 2, 2019
2019-2020	Monday, December 23, 2019	Monday, January 6, 2020
2020-2021	Wednesday, December 23, 2020	Monday, January 4, 2021

### C. Martin Luther King Day (third Monday in January) no students and optional duty day for staff:

2018-2019	January 21, 2019
2019-2020	January 20, 2020
2020-2021	January 18, 2021

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

	<u>Friday</u>	<u>Monday, President's Day</u>
2018-2019	February 15, 2019	February 18, 2019
2019-2020	February 14, 2020	February 17, 2020
2020-2021	February 12, 2021	February 15, 2021

E. Spring Break will occur in accordance with the Genesee County Schools Common Calendar.

	<u>Spring Break Begins/Thru</u>	<u>Classes Resume</u>	<u>Good Friday**</u>
2018-2019	March 25 through March 29, 2019	Monday, April 1, 2019	April 19, 2019
2019-2020	March 30 through April 3, 2020	Monday, April 6, 2020	April 10, 2020
2020-2021	March 29 through April 2, 2021	Monday, April 5, 2021	April 2, 2021

\*\*Good Friday is a non-workday when it falls outside of Spring Break.

Marking period and semester end dates identified in the Genesee County Schools Common Calendar (available on the GISD website at [www.geneseeisd.org](http://www.geneseeisd.org)) may be utilized by the department directors/program administrators/employees as calendars are developed for each year.

## Article XII - Salary Schedules

The salary schedules for 2018-2019, 2019-2020 and 2020-2021 are based on 187 workdays and a seven (7.0)-hour workday. Any days worked beyond the 187 days will be paid at the employee's daily rate (but subject to Project CHOICE guidelines developed by CAPSC and in accordance with Article VI, Employee Hours and Calendar, Section D, 1a-b). Reclassifications based on completion of educational requirements will remain in place through the entire life of the contract, i.e., advancing from <BA to BA, BA to BA+18, BA+18 to MA, and so forth (see Article X, Miscellaneous Provisions, Section G, 1-4).

Salary schedules will increase ½% on schedule in 2018-2019, ½% on schedule in 2019-2020, and ½% off schedule in 2020-2021.

### 2018-2019 Salary Schedule at ½% Increase on Schedule

Steps	<BA (GCI Only)	BA	BA+18	MA	MA+15	MA+30
1	33,152	40,121	42,207	44,399	46,713	49,144
2	34,374	41,676	43,715	46,037	48,435	50,957
3	35,647	43,291	45,277	47,734	50,221	52,835
4	36,965	44,968	46,894	49,495	52,072	54,784
5	38,338	46,711	48,570	51,320	53,992	56,803
6	39,758	48,522	50,304	53,213	55,983	58,897
7	41,235	50,403	52,101	55,176	58,048	61,069
8	43,669	52,357	53,962	57,209	60,188	63,320
9	45,362	54,385	55,890	59,319	62,407	65,654
10	47,121	--	57,886	61,508	64,708	68,075
11	48,946	--	59,954	63,775	67,094	70,584
12	50,772	--	62,096	66,127	69,567	73,187
13	52,664	--	64,313	68,566	72,133	75,885
14	--	--	66,611	71,094	74,791	78,683
15	--	--	--	73,716	77,549	81,584

The 2018-2019 salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year.

2019-2020 Salary Schedule at ½% Increase on Schedule

<b>Steps</b>	<b>&lt;BA (GCI Only)</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	33,317	40,321	42,418	44,621	46,946	49,390
2	34,546	41,884	43,933	46,267	48,678	51,212
3	35,825	43,508	45,503	47,973	50,472	53,099
4	37,150	45,193	47,129	49,742	52,333	55,057
5	38,529	46,945	48,812	51,577	54,262	57,087
6	39,957	48,764	50,555	53,479	56,263	59,191
7	41,441	50,655	52,361	55,452	58,338	61,374
8	43,887	52,618	54,232	57,495	60,489	63,636
9	45,589	54,657	56,169	59,616	62,719	65,983
10	47,356	--	58,175	61,815	65,031	68,416
11	49,191	--	60,254	64,094	67,429	70,937
12	51,026	--	62,406	66,457	69,915	73,553
13	52,928	--	64,635	68,909	72,493	76,265
14	--	--	66,944	71,450	75,165	79,076
15	--	--	--	74,085	77,937	81,992

The 2019-2020 salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year.

2020-2021 Salary Schedule at ½% Increase off Schedule. See additional compensation below.

<b>Steps</b>	<b>&lt;BA (GCI Only)</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	33,317	40,321	42,418	44,621	46,946	49,390
2	34,546	41,884	43,933	46,267	48,678	51,212
3	35,825	43,508	45,503	47,973	50,472	53,099
4	37,150	45,193	47,129	49,742	52,333	55,057
5	38,529	46,945	48,812	51,577	54,262	57,087
6	39,957	48,764	50,555	53,479	56,263	59,191
7	41,441	50,655	52,361	55,452	58,338	61,374
8	43,887	52,618	54,232	57,495	60,489	63,636
9	45,589	54,657	56,169	59,616	62,719	65,983
10	47,356	--	58,175	61,815	65,031	68,416
11	49,191	--	60,254	64,094	67,429	70,937
12	51,026	--	62,406	66,457	69,915	73,553
13	52,928	--	64,635	68,909	72,493	76,265
14	--	--	66,944	71,450	75,165	79,076
15	--	--	--	74,085	77,937	81,992

The 2020-2021 salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year. The salary schedule remains at the pay rates noted for 2019-2020.

2020-2021 Additional Compensation spread over 26 pays

<b>Steps</b>	<b>&lt;BA (GCI Only)</b>	<b>BA</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
1	167	202	212	223	235	247
2	173	209	220	231	243	256
3	179	218	228	240	252	265
4	186	226	236	249	262	275
5	193	235	244	258	271	285
6	200	244	253	267	281	296
7	207	253	262	277	292	307
8	219	263	271	287	302	318
9	228	273	281	298	314	330
10	237	--	291	309	325	342
11	246	--	301	320	337	355
12	255	--	312	332	350	368
13	265	--	323	345	362	381
14	--	--	335	357	376	395
15	--	--	--	370	390	410

This additional compensation amount for the 2020-2021 school year will be added to the 2020-2021 salary schedule and distributed over 26 pays. The salary schedule remains at the pay rates noted for 2019-2020.

Employees who reached the maximum steps in the pay classifications BA+18, MA, MA+15, and MA+30 and stepped off the salary schedule prior to or in the 2014-2015 year, remain at the same non-stepping salary step that they reached in 2014-2015 and where they were paid during the 2015-2018 agreement. The salary schedules for non-stepping employees increase ½% on schedule in 2018-2019, ½% on schedule in 2019-2020 and ½% off schedule in 2020-2021 as follows:

2018-2019 at ½% Increase on Schedule for Non-Stepping Employees

<b>Steps</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
11	66,943	--	--	--
12	67,279	74,085	77,937	81,992
13	67,615	74,456	78,326	82,402
14	67,953	74,828	78,719	82,814
15	68,923	75,201	79,113	83,229
16	--	75,577	79,509	83,644

The 2018-2019 non-stepping salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year.

2019-2020 at ½% Increase on Schedule for Non-Stepping Employees

<b>Steps</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
11	67,278	--	--	--
12	67,615	74,455	78,327	82,402
13	67,953	74,828	78,718	82,814
14	68,293	75,202	79,113	83,228
15	68,634	75,577	79,508	83,645
16	--	75,955	79,906	84,063

The 2019-2020 non-stepping salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year.

2020-2021 Salary Schedule at ½% Increase off Schedule for Non-Stepping Employees.  
See additional compensation below.

<b>Steps</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
11	67,278	--	--	--
12	67,615	74,455	78,327	82,402
13	67,953	74,828	78,718	82,814
14	68,293	75,202	79,113	83,228
15	68,634	75,577	79,508	83,645
16	--	75,955	79,906	84,063

The 2020-2021 non-stepping salary schedule is calculated based on 187 days. The number of scheduled days will revert back to 185 beginning with the 2021-2022 school year. The salary schedule remains at the pay rates noted for 2019-2020.

2020-2021 Additional Compensation for Non-Stepping Employees spread over 26 pays.

<b>Steps</b>	<b>BA+18</b>	<b>MA</b>	<b>MA+15</b>	<b>MA+30</b>
11	336	--	--	--
12	338	372	392	412
13	340	374	394	414
14	341	376	396	416
15	343	378	398	418
16	--	380	400	420

This additional compensation amount for the 2020-2021 school year will be added to the 2020-2021 salary schedule and distributed over 26 pays. The salary schedule remains at the pay rates noted in 2019-2020.

### **Article XIII - Duration of Agreement**

This Agreement for 2018-2019, 2019-2020, and 2020-2021 as ratified by the Genesee Intermediate School District Board of Education on May 8, 2018 shall be effective for the period of July 1, 2018 through June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Genesee Intermediate School District  
Board of Education

Cindy A. Gansen, President

Dr. Lisa A. Hagel, Superintendent

Genesee Intermediate Education Association  
Education Association

Eric L. Wood, President

Bruce Jordan, MEA UniServ Director

This document with original signatures is available in Human Resources and Operations, Genesee Intermediate School District, 2413 West Maple Avenue, Flint MI.