

AGREEMENT

between the

BOARD OF EDUCATION

of the

GRAND RAPIDS PUBLIC SCHOOLS

and the

GRAND RAPIDS

ASSOCIATION

of

CHILD CARE WORKERS,

EMPLOYMENT TRAINING SPECIALISTS,

NON-CERTIFIED TEACHERS, CERTIFIED OCCUPATIONAL THERAPIST

ASSISTANTS AND PHYSICAL THERAPY ASSISTANTS

2006-07

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PREAMBLE

The District and Association recognize their mutual obligations pursuant to ACT 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and terms and conditions of employment. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the District and by the employees represented by the Association.

The collective bargaining agreement is entered into by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of general powers hereinafter referred to as the “District” and the GRAND RAPIDS ASSOCIATION OF CHILD CARE WORKERS, EMPLOYMENT TRAINING SPECIALISTS, NON-CERTIFIED TEACHERS, CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS AND PHYSICAL THERAPY ASSISTANTS, an incorporated association referred to as the “Association”

ARTICLE 1: RECOGNITION

A. Association Recognition

1. This agreement is negotiated, to establish the wages, hours and other conditions of employment in the bargaining unit.
2. The District recognizes the Association as the sole and exclusive bargaining representative for all of the GRACEN employees (hereinafter called “employee”) excluding all temporary employees, management support staff, substitutes, paraprofessionals, students and all other positions in the Grand Rapids Public Schools. The District agrees to meet with the Association to negotiate the effects resulting from the transfer of job functions or positions. The specific positions represented by the Association are listed below:
 - a. Child Care Workers
 - b. Employment Training Specialists
 - c. Non-Certified Teachers
 - d. LPNs
 - e. Certified Occupational Therapy Assistants
 - f. Physical Therapy Assistants
3. Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.

B. Other Organizations

The District will not negotiate with any other employee’s organization other than the Association for the duration of this Agreement with respect to wages, hours and working conditions of employees included in the bargaining unit.

ARTICLE 2: EMPLOYEE RIGHTS

A. Joining the Association

Each employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and negotiations and other lawful activities for mutual aide and protection. The District will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of the rights conferred by Act 379 of the Michigan Public Acts of 1965 and the Constitution of the United States. The District 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 negotiations with the District, or institution of a grievance under this Agreement with respect to any term or condition of employment.

B. Time Off for Scheduled Activities

In the event an employee of this unit is requested by the administration to conduct business scheduled during working hours, he/she shall notify his/her immediate supervisor before he/she leaves and upon returning, report to said supervisor. The District shall pay the employee at his/her regular rate for reasonable time spent during his/her regular working hours. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

C. District Agenda

The Association shall be recognized as part of Section 5 of the Agenda for all regular District meetings.

D. Use of District Facilities

The Association and its members shall have the right to use District building facilities at reasonable times and hours. The Association and its members may also use District equipment, and supplies, so long as such does not interfere with the operation of the District. The District may require the Association to pay the reasonable cost for use of supplies and equipment. The Association may post Association notices on a bulletin board designated for such purpose.

E. District Merging

In the event that the Grand Rapids Public School District is combined with one (1) or more school districts, the District shall use its best efforts to assure the continued employment of its employees in such consolidated district.

F. Negotiation Committee

The District recognizes a negotiating committee not to exceed six (6) employees. The Association shall furnish the District a written list of the members of its negotiating committee. The District shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the District and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the District during the work day shall be entitled to release time without loss of salary

provided, however, that negotiations may, at the discretion of the District, be conducted on off duty hours in an amount not to exceed one-half of the total negotiation time.

G. Totality of Agreement

The parties acknowledge that during negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understandings and agreements arrived by the parties after exercise of that right and opportunity are set forth in this agreement. Therefore, the District and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter which was negotiated but no agreement was reached. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

H. Mutual Consent

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 to this Agreement.

I. Employment Security

1. For each new employee, the first 120 paid days of employment is a probationary period. During this period, the employee may be discharged by the District for any reason at any time.
2. The Superintendent or designee may discipline any employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just cause leading up to and including discharge.
3. No non-probationary bargaining unit member shall be disciplined without just cause. A bargaining unit member shall be entitled to have an Association representative present during a meeting from which the employee or supervisor reasonably expects disciplinary action may result. The District will provide reasonable opportunity for the employee to secure such representation.
4. Any bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing by presenting a copy to either his/her supervisor or Human Resources within five (5) working days. The response shall be permanently attached to the written discipline and placed in the employee's personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

J. Uniserv Directors

The Association Uniserv Directors may have access to school facilities during normal school hours. The initial contact in such buildings shall be with the school office to announce his/her presence. The Uniserv Director's activity shall not interfere with the instructional programs.

K. Faculty Meetings

Upon the conclusion of the administration portion of any regular faculty meetings, the Association may make announcements.

L. Records (Request for Information)

1. Requests for records and information shall be made in writing to the appropriate Facilitator of Human Resources or such other person designated by the District.
2. Consistent with its obligation, the District shall provide records and information requested or access to the records and information requested where such records and information are relevant to administering and/or negotiating the collective bargaining agreement between the District and the Association.
3. In the event the District determines that the records and information requested are not required to be provided by law, the District will provide within ten (10) working days, a written explanation of the reason for denial of the request.
4. The records and information or access to the records and information shall be provided to the Association within a reasonable period of time. A reasonable period shall be a ten (10) working day period. An explanation as to why it is not possible to provide the records or information within the agreed upon time frame and a statement as to the date on or before which the records and information will be provided.
5. It is further understood that nothing in the above shall be construed to place a greater obligation on the District to provide records and information to the Association than is required by law.

M. Student Access

Students shall be admitted into the building at the time set by the building administrator. No employee shall have a direct responsibility for students in the building prior to the employees assigned time responsibility except in emergency or unforeseen situations. Each employee may permit students in his/her room prior to his/her assigned time responsibility and will be directly responsible for the students and the contents of such room.

N. Annexation of Another City

In the event that other school districts shall become attached to the Grand Rapids District, the District shall, immediately upon annexation, adjust the wages, hours and other conditions of professional employment of employees in the annexed districts to conform to the terms and conditions of this Agreement.

O. Impasse

If the negotiations described in Section A. above have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.

ARTICLE 3: DISTRICT RIGHTS

A. Legal Responsibilities

The District, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conveyed upon and vested in it by the School Code and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc., shall include, by way of illustration and not by way of limitation the right to:

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school district.
2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provision of this Agreement.

B. Authority

The Association recognizes that the District is legally responsible for the operation of the entire school system within the boundaries of the school district of the City of Grand Rapids and that the District has the necessary authority to discharge all of its responsibilities in a reasonable manner, subject to laws in the provisions of this Agreement and in accordance with applicable State and Federal laws.

C. Administrative Staff

In meeting such responsibilities, the District acts through its administrative staff. Such responsibility includes, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations governing and pertaining to work and conduct of its employees. The District and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

ARTICLE 4: AGENCY SHOP

A. Payment of Dues, Fees, Assessments

Employees covered by this Agreement shall not be required to become members of the Association. Employees who are not members of the Association shall pay a service fee to the Association. The service fee shall be determined in a legally permissible manner and shall not exceed the amount of dues uniformly required of Association members, less any amounts not permitted by law.

B. Manner of Payment

1. Whenever possible, prior to December 1, the Association shall notify Human Resources and Business Services, in writing, the amount of dues, fees and assessments for the year, and the amount of the service fee for non-members.

2. Each month the District will deduct the amount of dues, fees and assessment from the employee's paycheck; and within ten (10) working days, shall remit such deduction to the Association upon written authorization from the employee and in a form consistent with the laws of Michigan. The District shall honor all existing authorization forms presently in its possession where permissible under Michigan law.
3. When possible, deductions shall be made from the employee's paycheck in equal amounts over the remaining pay periods of the school year.
4. At the time the deductions are remitted, the District shall provide the Association with a list of names of the employees from whom such deductions were made.
5. An employee may pay dues, fees and assessments directly to the Association in lieu of payroll deductions. The name of such employees shall be submitted by the Association to the Office of Business Services as soon as possible following the payment.

C. Non Payment

1. In the event an employee fails to pay the service fees established by the Association (as authorized by this Agreement), either directly to the Association or through payroll deduction, the process shall be as follows. The Association shall notify the employee of non-compliance by personal service and/or certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) calendar days for compliance, and shall further advise the recipient that a request for wage deduction will be filed with the employer in the event compliance is not effected.
2. If the employee fails to remit the service fee or authorize deduction for the same, the Association may request the Board to make such deduction pursuant to the provision above.
3. The Board shall, upon receipt of request for involuntary deduction, provide the employee with an opportunity for a timely due process hearing limited to the question of whether or not the employee has remitted the service fee to the Association or authorized appropriate payroll deduction.
4. The Board and the Association may mutually agree in writing to withhold and/or suspend involuntary wage deduction, and/or to place any involuntary wage deductions into an escrow account pending any legal challenges.

D. MEA Policy

Pursuant to Chicago Teacher's Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to employees who are not members of the Association. The remedies set forth in that policy shall be exclusive and/ unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

E. Timelines

Due to certain requirements established in recent court decisions, the Association represents that the amount of the Service Fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the Service Fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the Service Fee for that given year.

F. Certification

The Association will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction, the amount of Association dues and services fees to be deducted by the Employer, and that said service fee include only those amounts permitted by the Agreement and by law.

G. Indemnification

The Association shall indemnify and save the Grand Rapids Public Schools, its Board of Education, past and present members of the Board of Education, and past and present administrators harmless against any and all claims, demands, suits or other forms of liability of whatsoever kind and nature that shall arise out of such action taken by the District for the purpose of complying with the provision of this Agreement, provided

That the Association shall defend any such legal action, at its own expense and through a mutually selected legal counsel; and

The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and

The Board gives full and completed cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels; and

The Association shall have the complete authority to compromise and settle all claims it defends under this section; and

The damages have not resulted from negligence, misfeasance, or malfeasance of the District or its agents.

H. Inoperative

Should the Association or its agent challenge the legality or enforceability of Section G, the Article shall immediately be considered inoperative and severed from this Agreement.

ARTICLE 5: CHECK OFF

A. Part-Time Employees

If an employee is part-time, temporary, or in a job-share, such employee shall pay membership fees on a pro-rata basis.

B. District Obligation

Payment to the Association of the funds checked off in accordance with this Article shall fully satisfy the obligation of the District.

C. Terminated Employees

The District shall make available, at the Board meetings or send to the Treasurer of the Association, the names of all the employees who cease to be on the payroll, recalled or hired, placed on layoff or leave of absence, via the agenda of the Board meetings.

D. Employee Change of Status

Once per month, the District shall provide, in writing, to the Association, the name(s) of any employee who has a status change and the nature of that change and the status of all open positions.

ARTICLE 6: GRIEVANCE PROCEDURES

A. Definitions

1. A “grievance” is a claim, by one (1) or more employees, of a violation of this Agreement or of a published work rule.
2. An “aggrieved employee” is the employee (or employees) who is (are) directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, the Association may submit a grievance on behalf of the employee provided more than one are affected and that at least two (2) employees affected by the alleged violation sign the grievance. Association grievances will commence in writing, at Level Two.
3. Days: The term day(s) shall mean the District working day(s) when used in this Article.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

C. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level.

The failure of District representatives to adhere to grievance time lines shall mean the grievance is automatically transmitted to the next level. The time limits specified may

however, be extended by mutual agreement, in writing, between the Association President and the Assistant Superintendent for Human Resources or designee.

A supply of grievance forms shall be on file with the Association and the Assistant Superintendent for Human Resources.

1. Informal Level - An employee shall within fifteen (15) working days of the occurrence of the grievable event or the time at which the employee of the Association should reasonably have been expected to have had knowledge of the grievable event, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. At the employee's option, an Association representative will be present at this meeting. If the aggrieved is not satisfied with the disposition and wishes to further pursue the matter, he/she shall file the grievance in writing.
2. Formal Level One
 - a. If the grievance has not been resolved within five (5) working days of the informal level meeting or not later than twenty (20) working days after the grievable event (or at the time at which the employee or the Association should reasonably have been expected to have had knowledge of the event), the grievance shall be filed in writing with the employee's immediate supervisor.
 - b. Within five (5) working days of the filing date, the administrator or designee will meet with the aggrieved and/or the representative in an effort to resolve it. A written answer shall be given within five (5) working days after such meeting.
 - c. This level may be waived by the mutual consent of the Assistant Superintendent for Human Resources and the Association President or designee.
3. Formal Level Two
 - a. If the aggrieved, after receipt of the written answer from Level One, is not satisfied with the disposition of the grievance at Level One, a letter shall within five (5) working days thereafter be transmitted by the employee to the Assistant Superintendent for Human Resources stating a desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
 - b. Within ten (10) working days of receipt of such grievance, the Assistant Superintendent for Human Resources or designee will meet with the aggrieved and Association representative to discuss the issues. A written answer shall be given to the aggrieved and the Association representative(s) within twenty (20) working days after receipt of such grievance.
 - c. An Association grievance commencing at this level shall be filed within fifteen (15) working days of the grievable event or the time the Association should reasonably have been expected to have had knowledge of the event.
4. Formal Level Three

- a. If the written answer at Level Two is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) working days after receipt of the Level Two written answer.
The parties shall attempt to mutually select an arbitrator. If the parties cannot mutually agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which will likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator. If the parties agree on an arbitrator outside the AAA process, the hearing and award shall be governed in accordance with AAA rules.
- b. The power of the arbitrator shall be limited to the interpretation of application of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written.
- c. The fees and expenses of the Arbitrator shall be shared equally by the District and the Association if part of the requested relief is obtained. Such fees and expenses shall be paid by the losing party if none of the relief requested by that party is obtained. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witness called by the other.
- d. The following matter shall not be the basis of any arbitration: any claim or complaint for which there is another remedial procedures or forum established by law. This exclusion does not apply to grievances about an employee's contractual insurance benefits.

5. Back Wages

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.

D. Time Off for Grievances

In the event an Association representative is required to act upon a grievance during working hours, he/she shall notify his/her building/program supervisor before he/she leaves and upon returning, report to said building/program supervisor. The District shall pay the officer member(s) and/or the employee at his/her regular rate for reasonable time spent during his/her regular working hours in processing grievances and collective bargaining in accordance with the provisions of this Agreement. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

ARTICLE 7: LEAVE OF ABSENCE WITHOUT PAY

A. General Rules

1. Application
 - a. Except under circumstances beyond the employee's control, application for unpaid leave of absence must be made in writing, to the Human

Resources not less than forty (40) working days before the commencement of the leave.

- b. The application must identify the type of leave requested and include all information supporting the request.

2. Grant or Denial

- a. The approval or denial of the application will be in writing.
- b. Such leave will be granted if it results in the return to work of an employee on layoff.
- c. Notwithstanding 2 b above, such leave will not be granted if the applicant's last performance evaluation was unsatisfactory as recorded on a final evaluation form or if the applicant's pending evaluation is unsatisfactory as recorded on the interim evaluation form, unless required by law.
- d. Notwithstanding 2 b above, consecutive leaves may be granted at the discretion of the District.

3. Benefits During Leave

No benefits or salary will be paid by the District during the leave unless required by law.

4. Duration

The duration of any consecutive leaves shall not exceed one (1) year, including all extensions.

5. Notification of Return

An employee must notify the Human Resources, in writing, either that he/she will return to work or request an extension. The notice or request must be received by the Human Resources no later than thirty (30) calendar days before the expiration of the leave. Failure to give timely notice or to timely request an extension shall be conclusively presumed a resignation from employment. Employees returning from an approved leave of absence may only return upon successful bid to a posted position.

6. Return

- a. GRACEN employees will be returned to his/her prior position (before the leave), if his/her leave does not exceed twelve (12) weeks in duration. At the conclusion of a period or periods of absence exceeding twelve (12) weeks in length, the District shall attempt to return an employee to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and the District, except as otherwise provided in this Agreement.

- b. Upon Return from Leave

- 1. The employee's rights to benefits under this Agreement will be reinstated. It is the employee's responsibility to contact the Benefits Office to process necessary re-enrollment paperwork.
- 2. If the employee worked fifty percent (50%) or more of the scheduled work year in the school year in which the leave commenced, one step on the salary schedule shall be credited. Otherwise the employee shall be placed on the same salary step as at the commencement of the leave.

B. Other Leaves Specific

1. Personal Illness Leave
 - a. Leave for personal illness shall be granted for disability because of substantiated illness, including pregnancy or injury.
 - b. Any absence because of disability due to illness or injury which is not covered by accumulated leave days, shall be leave for personal illness under this Article.
 - c. No benefits or salary will be paid during the leave unless required by law.
2. Self Improvement Through Study
 - a. Upon approval of the Superintendent or designee, a leave of absence without pay for up to twenty four (24) weeks or the end of the current semester, whichever is earlier, may be granted to any employee who desires study leave.
Such leaves for study may be renewed or extended upon approval of the Superintendent or designee.
 - b. A leave for study shall be placed in one (1) of the two (2) following categories:
 - 1) Study related to the employee's assignment or prospective assignment as determined at the time of the application. The employee will be re-employed and advanced on the salary schedule as if he/she was employed by the District. Upon return, the employee will submit written proof of study to Human Resources, provided he/she was a full-time participant in the study program.
 - 2) Study not related to the employee's assignment or prospective assignments as determined at the time of application. Upon returning the employee will submit written documentation of study to Human Resources.
3. Child Care
 - a. Requests for leaves of absence without pay for the purpose of childcare shall be in writing. Such leave shall be granted for a period not to exceed twenty four (24) weeks and for such additional periods at the discretion of the Superintendent or designee. The duration of such leave shall only be for such time as requested and approved, unless changed by agreement between the Superintendent or designee and the employee.
 - b. Any employee who requests and receives Child Care Leave agrees that she/he will not be employed with or without pay during any hour(s) which coincides with the hour(s) that such employee would have been required to work if the leave had not been granted. If an employee is employed contrary to the above, the employee's child care leave is void and therefore canceled.
 - c. Child care leave shall be for the purpose of caring for a newborn, for a child who is placed in an employee's residence, for foster care, adopted or is placed in the employee's legal custody.
4. Career Exploration Leave

- a. Internal Career Exploration Leaves: Upon application, the District shall grant a leave of absence for up to one (1) calendar year to any employee for the purpose of career exploration within the Grand Rapids Public Schools System.
 - b. External Career Exploration Leaves: Upon application, the District will consider granting a leave of absence for up to one (1) calendar year to an employee for the purpose of career exploration pursuant to the following conditions:
 - The external position is not the same or equivalent to a current GRACEN position;
 - The employee's employment record over the last four years has been satisfactory;
 - The supervisor recommends the career exploration.
 - c. During the career exploration leaves (internal or external), benefits will not accrue including years of service.
 - d. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit. If an employee returns to GRACEN, his/her former seniority shall be reinstated.
 - e. If a career exploration leave is granted, the following conditions apply to the employee upon exploration of the leave:
 - The employee must notify Human Resources within 30 days of the end of the leave of their intent to return to the District GRACEN employment
 - The employee must successfully bid into an open/available GRACEN position – a position will not be held for the employee.
 - If the employee does not successfully bid into a GRACEN position within six (6) months of their scheduled return date, they will be considered to have resigned.
5. **Military Leave**
 Military leave shall be in accordance with all Federal and State laws and regulations. It is the responsibility of the employee to submit to the Human Resources Office the official documents to support the leave request and re-employment. The leave of absence shall not exceed the time for which an employee will serve in the military.

C. Family Medical Leave

1. The District shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law currently defined as employees who have been employed at least twelve (12) months and who have worked a minimum of 1250 hours in the twelve (12) months previous to the leave for the following reasons:
 - a. the serious health condition of the employee; or
 - b. the serious health condition of the employee's spouse, parent, or child or
 - c. the birth of a child; or

- d. the placement of a child for adoption or foster care.

Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of a physical or mental disability; or a biological, adopted or foster child.

2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. The employee shall have the option of first using accrued paid accumulated leave as defined in Article 8 and/or vacation days during the leave. The remainder of any leave time will be unpaid.
4. Medical, dental and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA, will be expected to reimburse the District for the medical, dental and vision expenses.
5. Seniority shall continue to accrue during the FMLA leave.
6. The employee shall have the right to take the leave on a reduced or intermittent schedule.
7. Whenever practicable, the employee will provide the employer at least thirty (30) calendar days written notice of the request for the leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.
8. Employees must meet certification requirements under FMLA. The District may seek review of FMLA requests pursuant to employer rights under FMLA.
9. Family and Medical leave shall run concurrently with other applicable leaves of absence, paid or unpaid, to the extent permitted by the FMLA.

D. Adoption Leave

Paid Adoption Leave. Employees will be allowed to use up to 30 days of their personal paid sick leave accumulation for adoption of a child. If both parents are employees of the District in MEA-represented groups, they may use only a combined total of 30 days per occurrence. This time will be counted against available FMLA time.

E. Other Short Term Leaves

1. Other leaves of absence without pay may be granted at the discretion of the District. The leave must be requested five (5) working days in advance, unless the employee is prevented from doing so due to conditions beyond his/her control.
2. The day(s) will be granted on a “first-requested, first-granted” basis.
3. No employee may have more than (10) working days of short term leaves in any school year.
4. A short-term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short

term leave will be extended for a number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.

5. Benefits shall continue during such leave.

F. Other Leaves

Other leaves of absence without pay may be granted at the discretion of the District.

ARTICLE 8: LEAVES OF ABSENCE WITH PAY

A. Conference or Convention Leave

The Superintendent or designee may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the Superintendent or designee at least five (5) working days prior to the leave date requested.

Expenses for attending a conference or convention shall not be paid by the District unless authorized in advance by the Superintendent or designee.

B. Accumulated Leave Days

1. Accumulated leave will not be granted during the first 120 paid days of employment with the District. At the completion of the first 120 paid days of active employment, an employee will have the appropriate number of days (hours) credited to his/her accumulated leave time "bank". Thereafter, active employees shall earn and be granted leave time at the rate of one (1) day per month for school year employees, the 230 day employees will receive an additional day the month of October. The number of hours granted shall be the same as the number of hours worked during a normal workday.
2. Each regular school year employee filling a position for the full summer segment of the 230-day program shall earn (2) leave days for such segment.
3. Each employee working a full regular summer school session shall earn one (1) additional leave day.
4. Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers compensation will also be considered as active employees for up to twelve months. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered as active employees.
5. Unused sick leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused sick leave time is unlimited.
6. Accumulated sick leave time shall terminate upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave and/or reinstated following any suspension shall be credited with previously earned accumulated benefits.

7. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence.
8. If an employee is returning from a personal illness or injury and the employer has reason to believe the employee is not yet medically fit to return, the employer may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.
9. An employee shall personally notify, if possible his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day. Employees shall give such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
10. Use of leave for purposes other than as stated in this article shall be cause for disciplinary action up to and including discharge.
11. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment

Accumulated Leave may be used for the following reasons:

1. Due to personal illness, injury or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Worker's Compensation Law, such leave time may be used to supplement Worker's Compensation so that the total amount paid an employee will equal, but not exceed, his/her regular salary for the period of absence from duty. (Please note: if an employee chooses not to use accumulated leave during a Family Medical Leave of Absence, they need to be aware it may affect their ability to collect short term and long term disability).
2. Leave time due to the illness or injury of an immediate relative (Immediate family is as defined below) shall not exceed nine (9) working days per occurrence.
3. Bereavement leave time because of the death in the immediate family (spouse, children, siblings, parents, mother/father in-law, daughter/son in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, and minor child living with employee) of an employee shall not exceed nine working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two (2) working days. Additional time as allowed by the Superintendent or designee.
4. Leave time because of serious illness or serious injury of a relative beyond the immediate family shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.
5. Accumulated leave may be used in increments of 15 minutes for non-exempt employees.

C. Employee Personal Business Leave

Each full-time employee having been employed for at least six (6) months may use, yearly, three (3) leave days for the employee's personal business which shall not be deducted from his/her accumulated leave bank.

Personal Business Leave Process

- a. The application shall be made on the form provided by the District and processed according to administrative rules.
- b. The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
- c. This leave shall not be utilized for recreational and/or sporting purposes.
- d. Such leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be granted by the Superintendent or designee.)
- e. Unused days will accumulate as accumulated leave days

D. Vacation Days (For 230 day employees only)

1. **General Conditions**
 - a. Vacation days earned during any given school year must be taken during and before the end of the following school year unless an alternative procedure is agreed to by Human Resources.
 - b. Arrangements for vacation days must be made with and approved by the employee's supervisor, in advance. Selection for vacation days will be made in GRACEN seniority order. If more employees want a certain vacation day period than can be spared at that time, preferences shall be given to the employee with the longest 230-day district-wide seniority in GRACEN(if there are questions, please contact Human Resources). Vacations will be scheduled by semester, the summer session is considered a third semester. If staff has not made selection of their allotted number of vacation days by the end of the regular school year, the supervisor may assign vacation days.
 - c. Vacation days will be paid on the regular day for that period which the employee was off work.
 - d. Upon termination of an employee's service, the earned vacation days shall be paid to the employee.
 - e. Each employee who is employed less than the full work year shall have the days prorated to the time worked.
 - f. Any employee who, pursuant to Article 11, chooses to take a summer off will have the option of having his/her vacation days frozen for the school year that they are considered a 180-day employee. The employee must notify payroll in writing, of the request to take this option at the same time that they notify Human Resources of his/her desire to work 180 days, failure to provide written notification to payroll will result in the loss of the days.
2. **Length of Vacation** - If the number of work days increase for those employees assigned to the 230-day program, the parties will meet to agree upon the number of vacation days that are allocated.

- a. Each full-time employee will earn four (4) vacation days per year for use the next school year. After four (4) years of employment, the number of vacation days earned shall increase to five (5).
- b. Persons working less than a full-year shall have the number of vacation days pro-rated.
- c. The employee must have completed the required years of service by August 31 in the preceding year to qualify for the fifth (5) vacation day.

E. Court Appearances

- 1. In the event an employee is summoned for jury duty, during their scheduled work year, a special paid leave of absence, not deducted from the employees accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.
- 2. Pay received from the court for jury duty in excess of five (5) days of service shall be reimbursed to the Board with the exception of mileage.

Court Appearances District Related

- 1. In the event an employee is subpoenaed or summoned to appear in court on a work related matter, a special paid leave of absence not to be deducted from the employee's accumulated leave may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to the board as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.
- 2. If the employee is subpoenaed to appear for a student related matter, they must contact labor relations/legal services upon receipt of the subpoena. Labor relations/legal services will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from labor relations/legal services may lead to disciplinary action if violation of laws and regulations occur.
- 3. Pay received from the court for witness fees in excess of five (5) days of service shall be reimbursed to the board with the exception of mileage.

Court Appearances Not Related To Work

In the event an employee is summoned or subpoenaed to appear in court on a non-work related matter, the employee may use earned vacation time, personal business time or earned compensatory time. The employee may also choose to be unpaid for this time.

F. Association Leave Days

Time will be given for members to conduct Association business with representatives of the District's management staff or events of mutual concern. The District shall grant 100 hours per year of paid time to conduct Association business. Additional hours may be provided. In such cases the Association shall reimburse the District at the employee's hourly rate. Association Leave Days are approved by the Labor Relations Office. The

Labor Relations Office will not approve an Association Leave without the authorization of the Association President or designee.

G. Other Leaves

Other leaves of absence with pay may be granted at the discretion of the District.

ARTICLE 9: TRANSFERS AND VACANCIES

A. Transfer Procedure

1. Application for a position may be made at any time during the posting period for that position.
2. The employee must submit the transfer request to the Human Resources.
3. When the qualifications of the applicants are equal and both are deemed qualified pursuant to the requirements specified on the job description, the applicant with the longest period of service in GRACEN will be appointed to fill such vacancy. The District shall further attempt, whenever possible, to fill any vacancies with existing employees prior to hiring persons outside the employment of the District.
4. Qualified is defined as meeting the requirements specified in the job description.

B. Voluntary Transfers

1. The Human Resources shall post all vacancies.
2. The postings shall be displayed in a designated area, in all buildings and a copy sent to the Association.
3. Postings will be made available every Monday noon with the posting to close at the end of the business day on Thursday. Each employee requesting consideration for a vacancy must submit his/her application for a posted position in writing to the Human Resources within the posting period.
4. All vacancies shall be filled within ten (10) working days after the close of the posting unless the Association and District mutually agree to an exception.
5. No employee shall be permitted more than one voluntary transfer per school year unless mutually agreed upon by GRACEN and the District.

C. Involuntary Transfers

1. It is recognized that an involuntary transfer may be necessary at any time for the following reasons:
 - a. To fill a vacancy for which there is no qualified applicant in which case the District shall in the following order:
 - 1.) recall a qualified employee from the appropriate list or;
 - 2.) hire a new qualified employee if there is no one on the recall list;
 - 3.) transfer in the employee in the system who has the lowest seniority and is qualified.

- b. To reduce an over-staffed building or program in which case the person(s) in the affected building or program with the lowest seniority shall be transferred out of the building or program.
- c. To close a building or eliminate a program.
- 2. When involuntary transfers occur, affected employees will receive written notice of the involuntary transfer. Notification will either be through personal delivery or US mail.
- 3. Employees who receive involuntary transfer notices, shall receive notice of a special posting available only to involuntary transferred employees. Involuntary transferred employees will be required to bid on at least one of the open positions posted during this special posting. Failure to bid will cause the employee to be placed in an available position.
- 4. After the special posting, all remaining vacancies shall be posted in an open position. All GRACEN employees (including those returning from approved leave of absences) without a layoff notice shall have the right to bid on these open. positions.
- 5. **Right to Home**
Any employee involuntarily transferred because of the reduction of the number of authorized positions in a building and/or program and/or the elimination of a program shall maintain the right to return to his/her previous building or program in the event the position for which they are qualified for is reauthorized within the two weeks following the fall count date. The employee will return to an equal position (e.g. 180 day vs. 230 day or CCW vs. Non-Cert.)

If the employee chooses not to exercise their right to home, the move shall be considered their one voluntary transfer for the year. (See Article 9, B 5) If more than one individual is displaced from a building and/or program, the individual with the highest GRACEN seniority date will be offered the first opportunity to “Right to Home”.

- 6. Qualified is defined as meeting the requirements specified in the job description.
- 7. An employee displaced as a result of b or c above, shall be an applicant for the next vacancy based on qualifications and seniority.

D. Vacancy Defined

- 1. For the purpose of this Agreement a vacancy shall be defined as a position for which an employee is required and will be assigned or hired.
- 2. A position vacant as a result of an approved leave of absence and where the employee has return rights, will not be considered as a vacancy and may be filled by a temporarily contracted person.
- 3. No vacancy shall remain unposted for more than thirty (30) working days.
- 4. Moreover, the actual vacancy created as a result of adding staff or as a result of the fact that an employee has retired, resigned, died, been discharged, or transferred shall be the vacancy posted.

E. Movement of Operations

If there is to be a transfer occurring during the school year, the affected employee shall be given the rationale for such transfer.

ARTICLE 10: SENIORITY

A. Definitions

Seniority means continuous service as a member of the unit. Seniority shall be calculated from the employee's first day of work in a position covered by this agreement. In the event that more than one bargaining unit member has the same first day of work, the highest position on the seniority list shall be determined by the sum of the greatest numerical value of the last four digits of his/her social security number. (e.g. 4768 - 25 vs. 9401 - 14) If the sum of the last four digits of the employee's social security number is equal, then the month of birth will determine the highest position on the seniority list (January =1, December = 12). If an additional tie-breaker is needed after looking at the month of birth, then the date in the month will be used, with the highest number (e.g. 30) determining the highest position on the seniority list. Once the seniority date is determined, it shall be final.

B. Seniority Lists

The seniority lists shall be maintained by Human Resources and published for the bargaining unit annually.

C. Loss of Seniority

Seniority within the Association shall terminate when:

1. The employee quits, retirees or is discharged,
2. The employee is laid off for more than 36 months or length of service in the unit (seniority), whichever is less.
3. The employee fails to return to work upon expiration of a leave (unless an extension has been granted).
4. The employee is absent three consecutive workdays without providing notice to the District unless good reason exists for the failure to notify.

D. Accrual

1. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit. If an employee returns to such the unit, his/her former seniority shall be reinstated upon successful bid.
2. An employee working less than full-time shall accrue seniority in the same manner as full-time employee.
3. An employee working more than the regular year (230 Day Program for example) shall accrue seniority in the same manner as a regular year employee.

ARTICLE 11: WORKING CONDITIONS

A. Working Hours

Each full-time employee shall work a seven (7) hour day. The normal working hours shall be assigned by the Administration. The seven-hour day may include two on-call paid breaks of 15 minutes each. Breaks are encouraged. Duty free breaks or duty free lunches exceeding 20 minutes are not paid.

1. Breaks are on call (employee may not leave premises and must be available to work if needed). Each building and/or program administrator per the process described below shall determine breaks; administrators will make reasonable efforts to equalize the availability of breaks within their program and/or site. The actual schedule of a break is not grievable.

Procedure For Scheduling Breaks:

*At the beginning of each school year, no later than ten (10) working days from the day staff report, administrators and affected program staff shall meet and discuss the scheduling of breaks.

*Teams shall submit break schedules for administrator review/approval within five (5) workdays after the initial meeting.

*If the team is unable to develop a mutually agreeable break schedule and/or the administrator does not approve the break schedule, the team shall meet with the administrator within five (5) workdays. The administrator shall have the role of a facilitator.

*If a resolution cannot be reached, the Association and the administrator will meet with the team to determine break schedules within ten (10) workdays after the administrator's determination.

*If breaks cannot be scheduled per the above process, a dispute resolution committee composed of 2 members appointed by the Association and 2 members appointed by the administration and a member appointed by this committee, shall review the matter. The committee may direct a resolution to the dispute, within existing resources, if possible. If the committee cannot direct a resolution within existing resources, it will refer the matter to the Superintendent or designee for determination.

The administration and Association will review specific positions in which breaks cannot be provided, and negotiate consideration for such positions. A grievance may be filed, if the above process is not followed.

2. It is recognized that occasionally situations may occur which prevent the feasibility of breaks. Employees may not leave early due to the loss of breaks.

B. Authorized Hours Beyond 35 Hours

Time worked beyond the seven-hour day must either be required, or approved in advance, by the administrator or designee.

C. Compensatory Payment

1. When an employee is requested by his/her immediate supervisor and agrees to work hours longer than those, which he/she is regularly obligated to work by this agreement, compensatory payment or time shall be granted as determined by the immediate supervisor. The employee will be told in advance by the administrator or designee, if they are to receive compensatory time (except for transfers, see #9.) or payment.
2. All compensatory time must be recorded on the standard District form.
3. If compensatory payment is approved by the supervisor, the employee will be paid an hourly rate calculated by determining an hourly rate using his/her current pay step and level.
4. Compensatory time for actual hours-worked under 40 in a week will have a value of one hour for each additional hour worked. Compensatory time for actual hours worked over 40 hours in a week will have a value of 1½ hours for each hour worked.
5. Compensatory time off will be scheduled by mutual agreement of the administrator and the employee with five (5)-work days notice, except in event of emergency, and subject to staffing levels.
6. Compensatory time may be used in increments of 15 minutes or more.
7. Upon return from Spring Break (180 day programs) or June 30 (230 day programs), requests for accumulated comp time payout at the end of the school year must be made. In the absence of a timely request from the employee, hours up to 21 will be rolled over to the next school year.
8. Hours in excess of twenty-one (21) are to be paid off at the established rate. Payment will be made no later than the last pay date of the current school year.
9. In the event of a transfer from one building to another, the compensatory time accumulated shall be paid to the employee the first pay period after transfer.

D. Attendance At Required Events:

Time worked beyond the 7-hour day will be scheduled by the administration with reasonable notice - 5 working days, (except emergency situations) for required scheduled events.

Required events include:

- ❖ Parent/Teacher Conferences
- ❖ Committee Meetings
- ❖ Staff Meetings – related to job responsibilities
- ❖ Team Meetings
- ❖ Emergencies (e.g. transportation, medical, behavior, weather)

Other required events may include:

- ❖ Certain Training – related to job responsibilities
- ❖ IEPT
- ❖ PSO/PTA Events
- ❖ School Sponsored Events

Staff involved in approved after-hours job related activities will be compensated with comp. time or pay for hours of work in accordance with section C, the policies and procedures of the Board of Education and the law.

E. Conference Exchange Days

GRACEN staff will be allowed to use accumulated compensatory time, accumulated leave time, earned vacation or personal business time for pay on conference exchange days.

F. Complaint About An Employee

1. Any complaint directed toward an employee which is to become a part of that employee's permanent personnel record and any other legitimate complaint shall be promptly called to that employee's attention.
2. An employee shall be entitled to have an Association representative present during a meeting from which the employee or supervisor reasonably expects disciplinary action may result. The District will provide reasonable opportunity for the employee to secure such representation.
3. When an investigation is completed the employee shall be informed of the results of the investigation.

G. Reprimand

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement without just cause. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue. Information forming the basis for the reduction of benefits provided in this Agreement will be available to the employee and the Association.
2. Before placing a written reprimand in an employee's personnel file, the administrator making the reprimand shall:
 - a. present the employee being reprimanded a copy of the reprimand.
 - b. give the employee an opportunity to have an Association representative hear the reasons for the reprimand.
 - c. require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand.

The signature is in no way to be construed as acceptance or approval of the reprimand but is a verification that the employee is aware the reprimand is in his/her permanent file. The employee shall receive a copy at the time of signing.

3. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension or discharge) will be entered into the employee's personnel file no later than October 31 of the school year following the school year in which discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file

within these time periods shall be without effect. Materials physically present at the Human Resources Services Office, but not yet converted to microfiche, shall be considered to be part of the personnel file.

H. Access to Personnel File

1. Employees shall have access to his/her personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letters of resignation.
3. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided an opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:
 - a. race
 - b. unlisted telephone number(s)
 - c. personal insurance information
 - d. social security number(s)
 - e. bank account information
 - f. credit union information
 - g. medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
 - h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
 - i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)
 - j. documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
 - k. any disciplinary information more than four (4) years old, unless the disclosure is required by law

- l. Any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
 - m. student records or references to specific students as required by FERPA
 - n. evidence concerning authorization to work in the U.S.
 - o. employer references, as required under Bullard-Plawecki
 - p. educational transcripts
 - q. documents pertaining to current litigation involving the requesting party
 - 4. privileged attorney communications, opinions, work products
4. The parties recognize that this agreement is based on his/her best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

I. Shared Position

- 1. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or his/her designee.
- 2. Salary will be prorated to equal the percentage of the contract worked.
- 3. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available.
- 4. The participating employees must agree to share a position for the duration of the school year.
- 5. A leave of absence without pay shall not be available to one (1) employee unless: the other employee agrees to assume the position full-time, or an acceptable alternative is available, or the employee is disabled.
- 6. Both employees agree to participate fully in required activities such as evening functions and parent teacher conferences. One (1) of the employees will be present at all required staff meetings and will be responsible for providing all necessary information to his/her job share partner.
- 7. Both employees will be allowed insurance coverage pursuant to Article 15.
- 8. The job share arrangement will be evaluated on a year-to-year basis and continued at the discretion of the District.

J. Travel Time

Time shall be allowed for each employee required to travel between buildings. Such travel is not to be considered part of regular release time or lunch period.

K. Mileage Reimbursement

Any employee who is required/requested to use their vehicle as a part of their assignment and/or job responsibilities shall be reimbursed per mile at the authorized rate. Actual mileage will be determined by measurement from the first location (reporting site) to subsequent location (s) during a given day. The distance from the last location of the day to another location that the employee may travel that is not work related shall not be

included in the mileage. Special situations (e.g. staff required to go to a special location outside of their normal work day) will be reviewed by the business office and determination of qualification for mileage reimbursement will follow IRS guidelines.

The request for reimbursement must be submitted on the District standard forms within 60 days of the earliest date for which you are seeking reimbursement. Payment shall be made in accordance with the rules and regulations of the Business Office.

The established rate shall be reviewed and updated on January 1 of each year per the IRS approved rates.

L. Tuition Reimbursement

After six (6) months of continuous full-time employment each employee shall be entitled to tuition reimbursement provided that he/she is not eligible for tuition reimbursement from another source(s) according to the following:

1. Course Approval
 - a. A Grand Rapids Public Schools Course Approval Application Form shall be completed by the employee and submitted to the Benefits Office at least ten (10) days prior to the beginning of the course.
 - b. Such courses must be for college credit or workshop equivalent to college credit. In addition employees shall be reimbursed for Community Education courses related to the employee's regular assignment. In all cases, the content of the courses must be work-related and/or part of a formal degree program. The District's judgment of relevancy is final and binding and is not subject to the grievance procedure.

2. Eligibility
 - a. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be:

9 semester hours or 12 term hours

 - b. Tuition will be reimbursed based upon the actual charge per semester or term hours up to the actual rates of:

WMU, GVSU or GRCC for a full-time employee at the Undergraduate rate, whichever is highest.

 - c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.

3. Reimbursement Procedures
 - a. Upon completion of an approved course, the employee shall complete a Grand Rapid Public Schools Tuition Reimbursement form. The completed form along with a copy of the earned grade and proof of

payment for the course shall be submitted to the Benefits Office for processing.

- c. The District shall process the claim according to its policies and procedures in effect for all other billings.
- d. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate. The workshop reimbursement request must be submitted to the Benefits Office for processing within 60 days of payment for the workshop.

M. Automobile Vandalism/Damage and/or Theft

Reimbursement to employees for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:

- 1. The employee is acting in the line of duty during his regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student or students.
- 2. The District will pay a maximum of \$150 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.
- 3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
- 4. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
- 5. The damage was properly reported to the employee's supervisor immediately after discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the building principal or the immediate supervisor.
- 6. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.
- 7. At least two (2) estimates from reputable local businesses shall be attached.
- 8. All reimbursement requests must be submitted within 60 days of payment for the damage.

N. Retirement Benefit

Each employee who has reached the age and service requirement of the Michigan Public School Employee's Retirement System (MPERS) and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, \$35.00 per day for all unused accumulated leave days or \$35.00 per year for Grand Rapids Public Schools service, whichever is greater.

In accordance with MPERS requirements of either Basic or MIP, each retiring employee has the option of using accumulated sick leave time to purchase Universal

Service Credits up to the maximum allowed at the accumulated leave time payout rate. The retiring employee shall initiate the tax deferred purchase process with MPSERS. Upon approval of the application by MPSERS, and pursuant to IRS guidelines, the District will pay the accumulated leave money at the time the retiring employee receives his or her last pay. The amount may be set up as a payroll deduction and forwarded to MPSERS to facilitate this purchase.

The payment for accumulated leave days or vacation days if applicable, will be placed in a Bencor Special Pay Plan 401(a) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from Bencor a distribution in cash or self-direct the investment of their money.

If the dollar value for accumulated leave days and/or vacation days if applicable, is less than \$499.99, the employee shall receive the payment via the normal payroll process and subject to a withholding of all applicable taxes.

For employees who are under age 55, and who, prior to their retirement, notify payroll in writing that they will be withdrawing their funds in cash and have received the cash distribution from the Bencor Special Pay Plan 401(a) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.

O. Lab Coats

Each employee, after completing his/her probationary period will be supplied with a lab coat on an as needed basis as determined by the immediate supervisor.

P. Physical Assault Or Injury Inflicted By A Student

1. If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the District representative.
2. An employee, who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.
3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including but not limited to: colds, flu conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between the sum and the employee's regular

salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in the Agreement.

Q. Property Damage

In case of the destruction of an employee's property by a student(s), while an employee is acting in the line of duty, and while the student(s) are under the school's jurisdiction, causing damage to an employee's clothing and/or glasses, watches (maximum reimbursement for watches is \$50), prosthetic devices (e.g. hearing aides), the District shall reimburse the employee for reasonable and customary loss after the employee has appropriately completed an Incident Report and submitted documents to support reimbursement if the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor. The District will not reimburse for loss or damage to jewelry.

R. Parking Spaces

Each employee shall be furnished with a free parking space.

S. Extended School Year/Summer School

1. When a school year employee continues to be employed during the summer in his/her regular position, the wage for the position in which he/she is engaged shall be in force pro-rated to the time worked.
2. GRACEN summer positions shall be filled in the following order:
 - a. By GRACEN employee within individual buildings/program before District wide postings, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description.) then seniority.
 - b. With any GRACEN employee within the bargaining unit, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description.) then seniority.
3. Any positions not filled shall be posted, as soon as positions are approved, but no later than June 1 of each school year. When a school year employee desires summer employment in a position other than his/her regular position, he/she shall submit his/her request to Human Resources under the regular posting practice. Each employee shall be paid his/her per diem rate of pay. Selection will be based upon the regular procedure defined in Article 9 Transfers/Vacancies.

T. Summer Employment

1. Each 230-day employee will have the choice of taking the third summer off without pay by submitting a written request to the Human Resources by September 1. 'See Article 8, D section f – regarding vacation days.
2. During the third summer off, benefits that are available to a 180-day employee will apply.

U. Performance Evaluation

PROCESS

1. Probationary employees will be formally evaluated at the completion of their probationary period. They will also have at least one informal meeting during the probationary period.
2. All non-probationary employees will be evaluated at least once every three (3) years.
3. All employees new to the position/building should be evaluated during the first year in the position/building.
4. The evaluation process for non-probationary employees will include the following:
 - An initial meeting will be held by the 6th Friday of the School Year. The initial meeting will include a review of the process, the evaluation form and timelines.
 - Each employee's performance will be observed at least twice during the evaluation year by the evaluator. If any concerns are noted during these observations, the employees will receive written notification of those concerns and that the concerns may lead to an unsatisfactory evaluation. The written notification must occur within ten (10) working days of the observation. The first observation will occur between the initial meeting and the end of 1st semester. The second observation will occur between the beginning of 2nd semester and spring break.
 - A final meeting will be held before the third Friday of May each year. At that time the evaluation form will be completed, signed and filed with Human Resources.
 - Any time an employee receives an unsatisfactory annual evaluation, the supervisor will provide the employee with a written Improvement Plan. The Improvement Plan will describe the actions the employee must take to improve, with time lines for achievement of the actions. It will also describe the steps the District and the immediate supervisor will take to assist the employee in the improvement. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee's progress. Except in the case of probationary employees or a health and safety issue, the improvement plan will last a minimum of sixty (60) work days.
 - At the conclusion of the improvement plan, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. It will include a summary statement in which one of the following conclusions is provided:
 - a. The employee has successfully completed the plan of improvement and is considered satisfactory;
 - b. The employee has made progress under the plan and will be retained subject to a

- new or continued plan of improvement;
- c. With the prior approval of Human Resources and GRACEN, the employee will be transferred to an available GRACEN position (provided the employee has the necessary qualifications) or;
 - d. The employee has not made progress under the improvement plan and is recommended for termination.

OUT OF SEQUENCE EVALUATIONS

If at any time the quality of the work of an employee is deemed unsatisfactory, such employee shall receive a written communication from the immediate supervisor that an out of sequence evaluation will occur. The above timelines do not apply in the case of an out of sequence evaluation.

GENERAL RULES REGARDING PERFORMANCE EVALUATIONS:

1. In the event an employee receives an unsatisfactory evaluation; they will have the right to a waiting period of two (2) business days before signing the unsatisfactory evaluation for the purpose of consulting with an Association representative
2. A short-term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for the number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.
3. GREA employees may not evaluate GRACEN employees; the evaluator may seek input from GREA staff.

V. **Flu Shots / Hep B Inoculations**

The District will reimburse up to \$10 per year for the cost of the flu shot. The District may schedule times and locations for the inoculations.

Reimbursements will be processed after appropriate documentation is submitted to the Labor Reimbursements will be processed after appropriate documentation is submitted to the Labor Relations Office. Reimbursements will only be processed within sixty days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business Office.

The series of Hepatitis B inoculations will be provided at no expense to the employee, provided the employee completes the series. The District may deduct the cost of the inoculations from the employee's paycheck if the employee does not complete the series. The District will cover the cost of the Titer Test.

W. Wages and Fringe Benefits Designee

In the case of death of an employee the District is required to follow Wage and Hour and Probate laws regarding disbursement of all owed wages and fringe benefits.

Pursuant to Section 3 of the Wage and Fringe Benefits Act, MCL 408.480, the employee may designate someone to receive such payments.

Designee forms must be signed and on file in the Human Resources Office. The employee designation may be cancelled or changed only by filling a new form with Human Resources.

X. Liability Insurance

The Board currently provides not less than \$1,000,000 liability insurance for each employee during the time they are employed with the Board and acting within the scope of their assigned duties.

Y. State Required License Reimbursement

The District will reimburse LPN's and COTA's for state required license, upon proof of payment. The amount paid will reduce the available amount of tuition reimbursement equal to the credit calculation necessary at the GRCC rate. The request for reimbursement must be made within 60 days of the payment.

ARTICLE 12: WORKER'S COMPENSATION

A. Worker's Compensation

Whenever an employee receives worker's compensation benefits, the employee has the option to be paid the difference between such benefits and the employee's regular salary or wage by the District provided the employee has accumulated leave days available. Such difference shall be deducted from the employee's accumulated leave bank. The decision whether or not to utilize accumulated leave will be in effect for the duration of the absence and is not subject to change. The Risk Management Office shall be notified by the employee, in writing, as to whether or not the employee elects to use accumulated leave time while receiving worker's compensation.

During the first twelve (12) months from initial injury, an employee is qualified for worker's compensation, there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority.

Following the twelve (12) months of the initial injury causing disability, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease and their position may be posted. If the employee is still disabled at the end of the initial twelve (12) month period, he/she may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the Federal Law known as COBRA.

B. Light Duty

Light Duty assignments may be utilized for employees receiving worker's compensation benefit for injuries sustained while working for Grand Rapids Public Schools and who are temporarily unable to perform the essential functions of his/her regular position.

Assignments to light duty are to be made at the discretion of the District and subject to the following criteria:

1. If available, light duty will be assigned within the disabled employee's department and from duties customarily performed by the department. However, the employee shall remain a member of the bargaining unit.
2. If light duty is unavailable within the disabled employee's department, the District may assign the employee to light duty in other departments. However, the employee shall remain a member of the bargaining unit.
3. Light duty will be assigned only to those employees whose disability is expected to be temporary with the anticipation that the employee will be able to return to his/her regular position.
4. Light duty assignments are temporary and shall not exceed 180 calendar days unless renewed or extended by the District up to an additional 180 calendar days.
5. Upon recovery from disability, the employee will return to his/her regular department, classification and location, if available. If unavailable, a comparable position will be provided pursuant to the terms and conditions of the bargaining unit agreement.
6. Light duty positions are utilized at the discretion of the District and are not open for bids. However, the District must consult with the Association, and reach agreement regarding bargaining unit positions which will be held for light duty and will not be subject to posting and bidding.
7. Light duty employees shall continue to accrue seniority and benefits, including accumulated leave days, personal business days and vacation days. Light duty employees shall earn the rate of pay of the position they are filling on light duty, or his/her worker's compensation rate, whichever is higher.
8. No current employee shall be displaced in whole or in part as a result of any employee being assigned light duty. Regular employees in the department shall be given first opportunity for overtime.
9. Employees assigned to light duty which is not part of his/her normal work assignment shall receive reasonably necessary training and assistance.

ARTICLE 13: LAYOFF/RECALL

A. Layoff

1. If a layoff occurs for any reason and probationary employees are employed, they shall be the first laid off. The District shall not be required to recall any probationary employee who was laid off.
2. If layoffs are required, the employees shall be laid off according to inverse order of seniority in the bargaining unit, provided the District is not required to keep

any employee in a position for which he/she is not qualified. Qualified is defined as meeting the requirements in the posted job description.

3. Employees to be laid off shall be notified, in writing, of any layoff a minimum of fifteen (15) working days before layoff begins.
4. Employees who are laid off may not bid on open GRACEN positions until they have been recalled.

B. Recall

1. When the workforce is increased following a layoff, employees laid off above shall be recalled in the inverse order of layoff, provided that the District is not required to recall any employee to a position for which he/she is not qualified.
2. Notice of recall shall be made by U.S. mail to the employee's last known address provided to Human Resources, with a copy to the Association. It is the laid off employee's responsibility to notify Human Resources of his/her current address. The District may precede written recall notice with a telephone call.
3. If the employee fails to report to work on the date of return stated in the recall notice, he/she is conclusively presumed to have voluntarily quit unless he/she:
 - a. is disabled and is unable to notify the District because of such disability; or
 - b. is disabled from working, in which case he/she is required to provide satisfactory medical evidence of such disability to Human Resources before the end of five (5) days. It is the employee's responsibility to keep the District apprised of the disability status and to provide advance notification of a return work date; or
 - c. is employed elsewhere, in this case, Human Resources shall have the discretion to grant an extension of the date to return to work so that the employee may comply with notification requirements of the other employer. If the employee does not return to work on the original report date specified (or the extended date, if so granted) he/she shall be presumed to have voluntarily quit.
4. A laid off employee who is recalled to a position which is lower in pay, hours, and/or benefits shall have the right to accept or refuse the position without adversely impacting the employee's recall rights.

ARTICLE 14: HOLIDAYS

A. Schedules

Each employee is entitled, according to the conditions listed below, to one (1) day of pay which is included in the schedules listed in Article 16, Schedules A and B for each of the following holidays:

49-Week Work Schedule

Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas
New Years
Good Friday
Memorial Day
Fourth of July
Christmas Eve

38 - Week Work Schedule

Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas
Good Friday
Memorial Day

B. General Conditions

Each employee is eligible for holiday pay provided:

1. The employee has sixty (60) calendar days of continuous employment prior to the holiday.
2. The employee completes his/her last scheduled work day in his/her regular school year position prior to the holiday and commences work at the scheduled time on his/her next scheduled work day after the holiday.

(Note: The holiday pay will be paid only if the last and next scheduled work days are within one week of the holiday, this includes the Fourth of July.)

3. In the event an employee is unable to work the days before or after the holiday because of proven illness or injury, requirement in "2" above will not apply.

C. Employees Not Entitled to Holiday Pay

1. Employees who are on official leave of absence without pay.
2. Employees on suspension. In the event that an investigation proves the employee's innocence, holiday pay will be reinstated.
3. Employees who are laid off.

ARTICLE 15: HEALTH INSURANCE

A. General Information

All newly hired employees shall receive application forms for eligible benefit at the time of hire. The employee shall complete the forms within thirty (30) days of hire. The employee shall be eligible for coverage beginning on the 90th day following the date of hire. Changes to coverage shall be reported to the Benefits Office within the thirty (30) day period of his/her occurrence. Enrollments or changes in coverage not reported within the thirty (30) day period shall necessitate the waiting for Open Enrollment to enroll or change coverage.

Except where the Board expressly agrees to provide for specific benefits, the responsibility of the Board is limited to the timely payment of premiums and shall not under any circumstances require the Board to provide the described benefits. The description of benefits in this Agreement are general only and shall be superseded by and controlled by the terms of applicable insurance policy or plan.

As of December 1, 2004, The Board shall make payment of Pak A (Choices II PPO) premiums or Pak B premiums and Cash In Lieu payments, for each qualified employee and his/her eligible dependent(s) as defined by the underwriters to assure insurance coverage for the full period covered by this Agreement.

1) Each school year employee who is notified in the spring of impending layoff shall have the summer premiums paid by the Board.

2) All other Hospital/Medical, Negotiated Group Term Life, Dental, Vision, Long Term Disability or Cash In Lieu changes will become effective the first of the month following the change in employment status.

The Board shall be responsible for providing insurance information to the employees that is made available to the Board by the provider.

An employee may change the level of coverage only by written notification to the Benefits Office in accordance with the carrier's regulations during the annual open enrollment period or within 30 days of a qualifying event (per IRS guidelines).

When spouses are members of this bargaining unit, not more than one may select Hospital/Medical coverage. The other may select the Option program set forth below. It is the intent of the parties to eliminate double coverage whenever possible.

B. Coverage Full-Time Employees

Each full-time employee (35 hours per week) is entitled to the insurance benefit described below

The Board shall provide without cost to each eligible full-time employee one-hundred (100%) of the premium costs for the following MESSA-Pak:

- 1) For those full time employees choosing health coverage, Pak A shall consist of as of December 1, 2004:
 - a) Health MESSA Choices II, XVA2 rider, \$5/\$10 prescription card,
 - b) Life Insurance: \$40,000 with AD&D
 - c) Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through other source: 50/50/50/50: \$1,300, orthodontics to age 19.
 - d) Vision: VSP3

- 2) For those full time employees not choosing health coverage, Pak B shall consist of as of December 1, 2004:
 - a) Life Insurance: \$50,000 with AD&D
 - b) Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through other source: 50/50/50/50: \$1,300, orthodontics to age 19
 - c) Vision: VSP3

- 3) If a full-time employee chooses MESSA SuperCare 1 (XVA2 Rider; \$100/\$200 deductible \$5/\$10 prescription; preventative care rider), the vision program will remain at the VSP2 level. They will pay a monthly cost of \$60 for coverage beginning December 1, 2004 through November 30, 2005. The rate will be determined by taking the published MESSA rate schedule for Kent County using the “Ala Carte” or Stand Alone Rate difference between MESSA Choices II and MESSA SuperCare 1 2003 Revision (XVA2 Rider; \$100/\$200 deductible \$5/\$10 prescription; preventative care rider). This rate will be single, two person or full family, whichever is appropriate. The employee portion for such coverage will be payroll deducted from the employee’s payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the flexible benefit plan

and

Employees not electing Hospital-Medical insurance will be entitled to a cash payment of two thousand dollars (\$2000) annually. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The District and the Association will mutually agree to a Section 125 Plan to implement this. The plan year is December 1 through November 30

C. Coverage– Part-Time Employees

An employee assigned to a position which is less than 35 hours per week but at least ½ time (17.5 hours per week), shall be eligible to receive a pro-rated Board-paid premium of the current MESSA Choices II, as of December 1, 2004 (XVA2 rider; \$5/\$10 prescription;) health only rate (non-PAK rate) at the level of coverage needed by the employee (single, two person or full family). The balance of the premium for such coverage will be payroll deducted from the employee’s payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the flexible benefit plan.

If the employee chooses MESSA SuperCare 1 (XVA2 rider; \$100/\$200 deductible; \$5/\$10 prescription; preventative care rider) vision coverage will remain at the VSP2 level, health only rate (non-PAK rate) at the level of coverage needed by the employee (single, two person or full family). The Board paid premium will be based on the Choices II rate. The balance for such coverage will be payroll deducted from the employee’s payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the flexible benefit plan.

There are no other insurance benefits for an employee assigned to work less than 35 hours per week.

If a part-time employee (at least ½ time) does not choose health coverage, they will receive a pro-rated amount of Cash In Lieu.

D. Payroll Deduction for Other Programs

Payroll deductions will be available for the following programs:

Cancer, Intensive Care Insurance
MESSA LTD/ Dep. Life/Term Life/Surv. Income Insurance
Standard Short Term Disability Program
403-B Annuity Program
457 – Deferred Income Program
or any combination thereof.

E. Coverage Selection

Each employee should select hospital/medical coverage based upon COORDINATION of BENEFITS. The benefits are listed below:

1. Employee with family -unmarried children to age 19. Beyond age 19 subject to carrier rules.
2. Employee and spouse or Employee and Child - unmarried child to age 19. Beyond age 19 subject to carrier rules.
3. Employee only
4. Option Plan

F. Additional Coverage

Each employee may select additional coverage, pursuant to the insurance carrier's rules and regulations, via payroll deductions.

G. Long Term Disability

1. Each full time (35 hours per week) bargaining unit member will be provided long term disability insurance
2. Long-term disability insurance will be provided by The Standard during the life of this Agreement at the following coverage level: 66.67% benefits, monthly maximum (varies by contract), 2 year limit on nervous/mental, 2 year limit on alcoholism/drug; 2 year limit own occupation; \$100 or \$10% minimum benefit; survivor benefit; social security freeze; maternity – same as any other disability; yes-freeze on offsets; 60 Calendar Day Modified Fill, effective December 1, 2004.
3. For those employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue the full Choices II PAK at the Board's expense for the first six months. If the employee is enrolled in SuperCare 1 Pak they will

need to continue to pay the difference. For the next six months, the Board shall continue the employee's then existing health only coverage.

H. Short Term Disability

Because the parties desire to reduce the costs for employees who purchase short term disability insurance through payroll deduction, the parties agree as follows:

1. The District will offer a short term disability plan with Standard through payroll deduction
2. The parties will meet as needed to discuss the effectiveness of the program and to make any modifications the parties decide are needed. Approval from the standard will be necessary for plan changes.
3. Effective December 1, 2004, MESSA short term disability insurance will no longer be offered through payroll deduction. However, employees currently taking MESSA short term disability who choose to convert to the standard will not be subject to a pre-existing condition limitation. Due to underwriting rules, new enrollments and employees who convert from MESSA short term disability to the standard at any time after this initial enrollment period, will be subject to a pre-existing condition limitation.

I. Offsetting Costs/Rate Stabilization

1. The parties understand that financial costs in one area, such as insurance, impact the availability of funds for other areas such as wages and benefits. In reaching this agreement, the parties recognized this and collaborated by offsetting the unexpectedly high increases in benefit costs with compensating reductions in other benefits areas.
2. If the insurance premiums increase 7% or less for 2006-2007 over insurance premiums for 2005-2006, the entire premium shall be borne by the Board of Education.
3. The board will set aside money equal to ½% of the total salary schedule of all MEA affiliates for the rate stabilization fund. If the insurance premiums increase 7% - 10% over the rate for 2005-2006, the increase shall be paid from the rate stabilization fund until the rate stabilization fund is exhausted. Any money remaining in this Fund shall be assigned to each unit. Each unit is to notify the District thirty (30) days after the MESSA P.A.K. rates are official, as to how their respective monies are to be used.
4. If the insurance premium increase for 2006-2007 is more than 10%, any increase above 10% shall be split with the Board paying ½ of the increase over 10% and the employee paying ½ of the increase over 10%.

(EXAMPLE)

\$1,000 Old cost	\$1,000 Old Cost
<u>15% Increase</u>	<u>10% Increase</u>
\$150.00 Additional Cost	\$100.00 additional Cost

$\$50 \div 2 = \25.00 each paid by the district and the employee.

5. The parties will agree to a calculation methodology to determine the funds available in the rate stabilization fund versus the dollars necessary to offset any insurance rate increase above 15%.

J. FLEXIBLE BENEFIT PLAN

1. Pre-Tax Health Insurance Premiums.

Effective December 1, 2004, eligible insurance contributions will be deducted pre-tax.

2. Flexible Spending Accounts

Effective December 1, 2004 the following flexible spending accounts will be available to full-time employees that have been employed at least one year with the District

a. Medical Spending Account

b. Dependent Care Spending Account

These accounts allow an employee to set aside tax-free dollars to pay for certain unreimbursed medically related expenses and dependent care expenses. Contact the Benefits Office for enrollment information.

ARTICLE 16: WAGES

A. Schedule

Effective upon ratification of this contract, current GRACEN staff & future hires with an Associates Degree + 2000 hours of relevant work experience or a BA degree will be paid on Schedule A. New hires without an Associates Degree + 2000 hours of relevant work experience will be paid on Schedule B. If an employee is on schedule B and obtains their Associates degree + 2000 hours of relevant training or the BA degree, they must provide the relevant documentation to Human Resources and they will be moved to Schedule A effective the next semester.

***GRACEN
COTA/PTA/LPN
2006-2007***

Step	Hourly rate
1	\$ 15.39
2	\$ 15.74
3	\$ 16.08
4	\$ 16.39
5	\$ 16.77
6	\$ 17.14
7	\$ 17.54
8	\$ 18.54
9	\$ 19.01
10	\$ 19.43

***NON-CERTIFIED TEACHERS/EMPLOYMENT TRAINING SPECIALISTS
CHILD CARE WORKERS***

Step	Schedule A – Hourly Pay Rate 2006-2007	Schedule B – Hourly Pay Rate 2006-2007
1	\$ 14.97	\$ 12.97
2	\$ 15.35	\$ 13.35
3	\$ 15.70	\$ 13.70
4	\$ 16.09	\$ 14.08
5	\$ 16.42	\$ 14.41
6	\$ 16.74	\$ 14.73
7	\$ 17.13	\$ 15.12
8	\$ 17.51	\$ 15.50
9	\$ 17.91	\$ 15.91
10	\$ 19.43	\$ 17.42

B. Step Progression

Each employee working at least one-half of the school year will move one (1) step.

C. Method of Payment

GRACEN School Year employees have the option of selecting to be paid in the following manner:

- ❖ Hourly
- ❖ Equal pays ending after the school year ends.
- ❖ 26 equal pays (1)

GRACEN 230 day employees have the option of selecting to be paid in the following manner:

- ❖ Hourly
- ❖ Equal pays (2)

Notice of a change in selection of payment method must be made in writing to Human Resources by August 15 of the year it is to take effect. In no event will any change be made without expressed employee authorization. The method of payment selected by August 15 of each year will remain in place for the entire year.

*Equal pays are assuming the employee works the scheduled hours. Not working the scheduled hours, leaves of absence or other times away from work will affect the method of payment.

D. Longevity

For longevity purposes, years of services in the Grand Rapids Public Schools shall be computed once per year. Each full-time employee shall be paid longevity the second pay period in June as follows:

1 & 2 The number of pay-periods are determined by the start and end day of the work calendar

06/07

5 years	\$385
10 years	\$769
15 years	\$1154
20 years	\$1537
25 years	\$1923
30 years	\$2306

The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or more. For all subsequent years, an employee who works at least 50% of his/her contractual year shall have earned a year toward longevity.

Employees whose employment terminates for any reason other than disciplinary action, prior to the 2nd pay period in June shall be paid longevity at the time of the termination of employment, prorated to the time of termination of employment through the last full month of employment.

E. Pay Increases

All pay rate increases shall be effective at the start of the school year.

F. Step Increases

Employees who are eligible for step advancement will receive it at the start of the school year.

G. Substitute Stipend

A \$300.00 stipend will be paid to each GRACEN employee who:

- ❖ has 90 credit hours, has an official (with seal) transcript on file in Human Resources from a college or university or has a teaching certificate on file,
- ❖ subs a maximum of 12 days of day-to-day subbing per school year in their own building/program. No extra pay.
- ❖ Is granted a permit by the State of Michigan to substitute teach (note: the employee is responsible for the annual fee).

The stipend will be paid in June and adjusted at the semester only.

ARTICLE 17: PROVISIONS

A. Agreement Supersedes Rules & Policies

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

B. Contrary to Law

If any provision 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.

C. Equality of Application

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination as defined in Grand Rapids Public Schools District Policy.

D. Copies of Agreement

Copies of this Agreement shall be reproduced with the printing expense divided equally between the District and the Association. Before printing copies, each bargaining unit member will be offered the option of either having a paper copy or a copy provided on disk. If an employee does not choose a paper copy at the time of order, they will be provided a copy on disk, upon request.

E. School Closings/Inclement Weather

Should the State Aid Act continue to require the rescheduling of Act of God Days, it shall be accomplished through the following procedure:

1. Nothing in this Agreement shall require the District to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.
2. Employees shall not be required to be in attendance on days when students are excused from schools due to inclement weather or when schools are otherwise closed due to Acts of God.
3. When schools are closed during the school day because of inclement weather, staff will be excused by the administration as soon as they have completed the supervision of student dismissal.
4. In the event of a school closing, any employee who wishes to be paid for the day shall have the option of receiving pay by using accumulated compensatory time, accumulated leave (sick time), a vacation day or personal business day, at the employee's choice. Employees also have the option of not being paid for the day.
5. When Act of God days are rescheduled pursuant to the current State Aid Act or subsequent statutes, employees shall be required to report to work and will be paid for the rescheduled days.
6. Should it become lawful, during the term of this Agreement, to permit Act of God Days without a requirement that such days be rescheduled the parties agree to be governed by the provisions of 1., 2. and 3. above.
7. Should an Act of God Day cause the scheduling of additional student instruction time to meet the K-12 requirement, the first make-up day will be scheduled based on the current school calendar.

F. Waivers and Deviations

Prior to applying for waivers/deviations, the Districts will notify GRACEN. Members whose jobs will be affected will likewise be notified and will have the opportunity to be present during the planning process in order to be informed.

Upon request, the District will provide GRACEN with a copy of the waiver/deviation form used to support the necessity or rationale of the request(s), i.e., inadequacy of resources/funds to address full compliance.

G. Interest Based Strategies

The parties agree to utilize Interest Based Strategies as a problem solving tool. The Association and Human Resources will be responsible for calling meetings as appropriate. The Association and the district will each designate their participants. Letters of agreements developed through this process will be subject to the normal ratification process.

H. Shared Decision Making

1. Shared Decision Making (SDM) is a process for improving student learning through the involvement of appropriate employees in the decision making process. It is a process through which those individuals responsible for the implementation of a decision at the building/program level are actively and legitimately involved in making the decisions.
2. These conditions govern the SDM process:
 - a. Modifications of the Agreement require the written agreement of the District and the Association.
 - b. All contract waivers will include a specific start and end date.
 - c. Participation in the SDM process is voluntary. No employee will be disciplined or suffer adverse evaluation for electing not to participate in the decision making process.
 - d. The administrator and staff at each building will jointly determine the decision making process they will use.
 - e. Shared decision-making will occur within the confines of the contract day, if possible.
3. A District Advisory Committee for SDM will exist for the purpose of providing advice, facilitating training and recommending strategies to support the SDM process. The composition of this committee will be of equal representation from the District and MEA groups.

ARTICLE 18: DURATION

Contract Length

This Agreement shall be effective August 2006– August 2007 and shall continue in effect until the last Friday in August prior to the beginning of the school year 2007-2008. This Agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf of their duly authorized representatives.

THE BOARD OF EDUCATION
OF THE CITY OF GRAND RAPIDS

GRAND RAPIDS ASSOCIATION
CHILD CARE WORKERS,
EMPLOYMENT TRAINING
SPECIALISTS, NON-CERTIFIED
TEACHERS, CERTIFIED
OCCUPATIONAL THERAPISTS
ASSISTANTS AND PHYSICAL
THERAPY ASSISTANTS

By signed by Kenneth W. Hoskins
It's President

By signed by Don Rutherford
It's President

By signed by Fredericka Williams
Chief Negotiator

By signed by James Pratt
It's Uniserv Director

DRUG & ALCOHOL AGREEMENT

The Board of Education of the Grand Rapids Public Schools (“Board”) and the Grand Rapids Education Association and Grand Rapids Educational Support Personnel Association and Grand Rapids Association of Educational Office Personnel and GRACEN and GREOA (“Associations”) agree to the following conditions which shall govern drug and alcohol testing of all bargaining unit members who are not subject to the Omnibus Employee Transportation Act of 1991 (OTETA):

1. **Statement of Philosophy.** The Grand Rapids Public Schools recognizes the contributions of individual employees and their right to make choices for which they accept responsibility. Therefore, the parties agree that there should be opportunities for employees to seek counseling and/or rehabilitation. Further, the parties recognize that off-duty drug or alcohol use is not subject to testing unless it results in impaired at-work performance, or otherwise violates this agreement, Board Policy or work rules.

Therefore, the Board and Association agree that the performance of job responsibilities with detectable levels of blood or breath alcohol (.04 or above), illegal, or unauthorized drugs in employees’ bodies is a violation of Board Policy or work rules. (“At work with detectable levels”.)

2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a

determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.

4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access². The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.
6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

Employees may request a split sample test. The employee will pay for the analysis of the split sample test at the time of the request. If the analysis of the split sample is below the current N.I.D.A.-like threshold, the Board will reimburse the employee the cost and the test shall be considered negative.

The alcohol test used shall be the breath alcohol test. If an employee produces a positive breath alcohol test (.04 or above), he/she may request a blood alcohol test at employee expense. The

² The medical files of an employee are kept separate from the personnel records. Access is limited to those with a legitimate business reason to have access.

Board will consider the results of all tests conducted before determining what, if any action to take. If the employee is unable to produce sufficient breath volume after three attempts, the employee may be directed by the Board to submit to a blood alcohol test at Board expense.

7. **Definition of “at work.”** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of “at work.”
8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement, will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.
9. **Board Right to Mandate Test Upon Reasonable Suspicion.**
 - a. ***First Incident.***
 1. If two trained administrators, using the “Observed Behavior-Reasonable Cause Record” (which is attached to this agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized

drugs in their body.

2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.
 3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.
 4. The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.
 5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.
- b. ***Subsequent Incident(s)***. If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to Association representation. The unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable

suspicion. However, not later than within one scheduled business day after the observation, the trained administrators will submit to Labor Relations the “Observed Behavior-Reasonable Cause Record” and any other pertinent information concerning the basis for the reasonable suspicion.

- c. **Refusal to test.** Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.

10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline shall be subject to just cause and the applicable grievance arbitration procedure. Nothing in this agreement will preclude the Board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.

11. **Use of another’s prescription.** An employee with a positive test who claims that he/she took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person’s prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

NOTICE OF RIGHTS

To: _____

This is a notice that you are suspected of being at work in violation of drug and alcohol rules.

Because this is your first incident, no determination is being made at this time as to whether or not you are actually violating these work rules.

YOUR RIGHTS:

- You have a right to representation from your union (if applicable). You may request this at any time.
- Because this is your first incident, you are **not** required to submit to drug and alcohol testing.
- *IF THERE IS A SECOND INCIDENT, YOU WILL BE REQUIRED TO SUBMIT TO DRUG AND ALCOHOL TESTING AS PER THE ATTACHED AGREEMENT.*
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- *You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.*
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged

to your sick leave.

- *We strongly encourage you to seek medical attention or rehabilitation assistance.*
- *You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board or the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will be considered insubordination, and you may face discipline up to and including discharge.*
- You are required to sign this form, your signature means only that you have received this notice.

By my signature, I verify that I have received a copy of this notice and the letter of agreement concerning drug and alcohol testing. My signature does not in any way constitute an admission of any wrongdoing.

Employee

Date

Witness

Date

This must be provided to Labor Relations within one business day.

Appendix B

LETTER OF AGREEMENT
BETWEEN
GRAND RAPIDS PUBLIC SCHOOLS
AND
GRAND RAPIDS EDUCATION ASSOCIATION/MEA NEA
AND
GRAND RAPIDS ASSOCIATION OF CHILD CARE EMPLOYMENT TRAINING
SPECIALISTS AND NON-CERTIFIED TEACHERS/GRACEN/MEA/NEA

1. The parties agree that the transportation of students by GREA and GRACEN bargaining unit members is voluntary on the part of the bargaining unit members. Members will be apprised of their responsibilities and rights when they choose to transport students. The relevant information is contained in the document attached and was written by a joint committee of GREA and GRPS representatives.
2. Bargaining unit members who do not choose to transport students in non emergency situations will not be denied bids or have their refusal reflected in their evaluation.
3. Securing Vehicle Designation slips shall be the joint responsibility of members and the appropriate administrator.
4. Bargaining unit members who do volunteer to transport students will first sign the attached Staff Driver Information Sheet.
5. In emergency situations, qualified bargaining unit members may be expected to transport students after other reasonable options have been exhausted.
6. Association Grievance #21 (BOE Grievance #595) is resolved.

<u>Signed by Gretchen Dziadosz</u> GREA Signature	<u>10/31/95</u> Date
<u>Signed by Yvonne M. Williams</u> GRACEN Signature	<u>10/31/95</u> Date
<u>Signed by Ron Calsbeek</u> GRPS Signature	<u>10/26/95</u> Date

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