

**AGREEMENT**

*between the*

**BOARD OF EDUCATION**

*of the*

**GRAND RAPIDS  
PUBLIC SCHOOLS**

*and the*

**GRAND RAPIDS  
EDUCATIONAL OFFICERS  
ASSOCIATION**

**2006-2007**

**Official Copy**

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## **ARTICLE 1**

### **RECOGNITION**

- A. The Board recognizes the Michigan Education Association, (hereinafter called the "Association") as the sole and exclusive bargaining representative for Junior Reserve Officers Training Corp (JROTC), Family Support Specialists and any person on leave of absence from any of the above positions (hereinafter called "employees" unless otherwise designed) but excluding all active supervisory and executive personnel.
- B. The Board 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 good faith negotiations where 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 Board and the Association.
- C. The Board will not negotiate with any other labor organization (other than the Association) for the duration of this Agreement with respect to personnel included in the bargaining unit. The Board shall not contribute to the creation or growth of rival organizations. Nothing contained herein, however, shall be construed to prevent any individual from presenting a grievance adjusted without intervention of Association, if the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

## **ARTICLE 2**

### **ASSOCIATION RIGHTS**

- A. The Association shall be recognized as part of the Agenda of all regular Board meetings.
- B. The Association shall have the right to use building facilities at reasonable times and hours for Officer meetings when such buildings are open and an operating staff is on duty. Such use will be scheduled through the building administrator. The Association may post Association notices on the bulletin board designated for GREOA use.
- C. Upon the conclusion of the administration portion of regular meetings, the Association may make announcements.
- D. The Board shall make available to the Association, for inspection, pertinent personnel records of the system (excluding personal record file unless so authorized, in writing, by the Officer involved) at the written request of the Association. Such records will be made available at the Board Office and will not be removed from said office.
- E. Copies of this Agreement shall be printed and the cost of printing will be shared equally between the Association and the District. Copies will be presented to all employees now employed or hereafter employed by the District during the term of this agreement.

### ARTICLE 3

#### OFFICER RIGHTS AND RESPONSIBILITIES

##### A. RIGHT TO ORGANIZE

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Officer shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. As of duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 379 or the laws of Michigan. The Board recognizes that Employees are entitled to full rights of citizenship granted them under the Constitution of the State of Michigan and the Constitution of the United States. The Board shall not discriminate against any officer with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities in the Association or collective bargaining with the Board or his/her institution of a grievance, complaint or proceeding under this Agreement (or otherwise) with respect to any terms or conditions of employment.

##### B. IDENTIFICATION

Employees shall not be prevented from wearing insignia, pins or other identification indicating membership in the GREOA.

##### C. CIVIL RIGHTS

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied pursuant to current board policy and applicable laws.

##### D. STUDENT ACCESS

Students shall be admitted into the building at a time set by the building administrator. Officers shall not have a direct responsibility for students in the building prior to the Officers' assigned time responsibility. Each Officer 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. If an Officer wishes, he/she may secure his/her room when it is not in use. The room may be opened at night and secured by the custodial staff before the students arrive in the morning.

##### E. DISTRICT MERGING

In the event that the Grand Rapids school district is combined with one (1) or more school districts, the Board shall use its best efforts to assure the continued employment of its employees in such consolidated district and to the fullest extent permitted by law and contractual agreements with individual employees and shall be binding.

##### F. COPYRIGHT

Any materials prepared by the Officer, in the course of his/her instruction, becomes the property of the Board for use in this school system. However, no syndication or sale of this material may be made without the express release of the creator and the Board. The development of material by committee, in which there is one (1) or few single creators, shall be exempt from this requirement.

##### G. EVALUATION

The evaluation of the performance of each employee in the system is the responsibility of the administration. In such evaluations, all monitoring or observations of employees shall be conducted openly and with the full knowledge of the employee.

The performance of JROTC instructors will be reviewed using instructor evaluation reports, unit visits, and inspections. Reviews will determine whether the instructors, individually or collectively, are effective and efficient in conducting instruction, unit operations, and Junior ROTC activities in accordance with AR 145-2 and other directives.

Following an evaluation, the employee shall receive a copy of the evaluation report within 10 working days and shall have the right to discuss the report with the evaluator and/or his/her supervisor. In the event the employee does not agree with the evaluation, all objections must be placed in writing and provided to Human Resources within 10 working days of the employee's receipt of the completed evaluation. Each Employee shall have the right, upon request, to review the contents of his/her own personnel file, as allowable by law, upon his/her request, have a representative of the Association present with him/her. Such records shall be made available in the Human Resources Office where such records are filed and shall not be removed from said office.

#### H. PROFESSIONAL BEHAVIOR

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performances or other violation of discipline by an employee reflect adversely upon the Association. In such situations the District and Association believe in using a system of corrective and progressive discipline.

In addition, every JROTC Officer is required to conform to the regulations of the Secretary of the Army relation to the conduct of the Junior Reserve Officers' Training Corps.

#### I. ACADEMIC FREEDOM

1. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for Officer and student is encouraged, provided adopted curriculum and courses of study are adhered to.
2. Any Officer accused of improper use of academic freedom may be dismissed only after proof of the alleged impropriety has been provided. Any allegation found to be untrue shall be completely removed from the Officer's record and any changes that may have been made in that Officer's status is immediately restored.

#### J. REDUCTION IN PERSONNEL

1. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of Officers employed by the District, the District will retain those Officers qualified for existing positions with those having the longest service in the district. The District will assist any released Officer in an effort to secure other employment.
2. The District shall give no less than 30 calendar days notice to the employee being laid-off.

#### K. CONTRARY TO LAW PROVISION

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 of 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.

L. MEETINGS

The President, GREOA, shall have the right to call four (4) meetings per year, not to exceed two (2) hours each in length, during regular work hours.

**ARTICLE 4**

BOARD OF EDUCATION RIGHTS

- A. The Board, 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 conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District of the Grand Rapids Public Schools and that the Board has the necessary authority to discharge all of its responsibilities.
- C. In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, 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 of revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and the administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that 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.

**ARTICLE 5**

NEGOTIATION PROCEDURES

- A. Renegotiation of the Agreement shall be commenced at least three (3) months prior to the expiration of the current agreement. Such negotiations shall include, but not limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any Agreement shall be reduced to writing and signed by the Board and the Association.
- B. The Board agrees that Association members, a maximum of four (4) Officers two (2) Family Support Specialists and two (2) JROTC engaged during the school day in negotiations on behalf of the Association with the Board during the term of this Agreement shall be entitled to released time without loss of salary; provided the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on released time. This is to apply only during the scheduled school year.
- C. During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and other conditions of employment for Bargaining Unit employees, the Board shall provide the Association with documents relating to financial resources, budgetary requirements and allocations and any other related information which is presented to any regular and/or special meetings called by the Board to conduct official business or to any other governmental body.
- D. If the negotiations described in this section (A. above) have reached an impasse the procedure described in Act 379 of the Michigan Public Acts of 1965 will be/ followed.
- E. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the



knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

- F. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in writing, and signed by both parties as an amendment to this Agreement.

## **ARTICLE 6**

### EMPLOYMENT QUALIFICATIONS

#### A. APPLICATION

JROTC instructor certification shall be made in accordance with Department of the Army regulations and policies. One (1) copy of any certification or approval to hire shall be furnished the JROTC instructor employed by the Board.

#### B. EMPLOYEE HEALTH

In cases where inadequate performance in the classrooms believed to be the result of physical or mental duress, the Superintendent may request an employee to obtain a physical or psychiatric examination. Expenses for such examination shall be paid, in full, by the Board. Failure to acknowledge such request may result in termination of employment; however, the employee may request full assistance for the Association at any time during such proceedings. Notice of a written request for any such examination shall be delivered in person by the appropriate administrator or by registered mail.

#### C. INSTRUCTOR QUALIFICATIONS

It is the responsibility of each JROTC instructor to maintain sufficient medical, physical, and mental fitness, and be willing to perform, participate in, and supervise activities consistent with the conduct of the Junior ROTC program.

#### D. PROFESSIONAL DEVELOPMENT PROGRAMS

Individuals may request, or be requested, to participate in developmental programs.

## **ARTICLE 7**

### VACANCIES

#### A. TRANSFER PHILOSOPHY

Since frequent transfers of employees are disturbing to the educational process and interfere with optimum employee performance, the Association and the Board agree that the transfer of employees should be minimized.

#### B. VACANCIES

When vacancies exist in the school system and if the qualifications of applicants are equal, length of service in the District will be the determining factor in granting the transfer.

#### C. EMPLOYEE REQUEST

An employee request for transfer can be made at any time during the school year using the following procedures:

1. Request a Change of Assignment form from the building administrator or the Human Services office.
2. File the completed form with Human Services.
3. Human Services will set a time and date for a personal interview.
4. Transfers may be granted after the first day of the school year only for emergencies or personality conflicts.

D. INVOLUNTARY

It is recognized that involuntary transfers may be necessary at any time to fill positions in over or under staffed schools, vacancies created by the termination of employment or because of personality conflicts. When such conditions exist and volunteers are unavailable, the qualified employee with the least seniority in the District shall be transferred.

E. MUTUAL CONSENT

An employee may be transferred by the mutual consent of that employee and administration for any reason at any time.

F. SENIORITY RIGHTS

The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Therefore, such vacancies may be filled on a temporary basis until the end of the normal school year. At this time, the position shall be considered vacant.

G. RETENTION OF SENIORITY

An employee promoted to supervisory position and later returned to an employee position shall be entitled to all rights and benefits entitled him/ her under this Agreement.

## **ARTICLE 8**

### WORKING CONDITIONS

A. 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 Human Resources 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.

B. PHYSICAL EXAMINATION

The Board will provide for a physical examination for each JROTC officer every five years, or as required by the Department of the Army, and as long as it is required for the job assignment and the instructor does not have physical examination coverage under another insurance plan.

C. EQUIPMENT AND FACILITIES

The Board agrees to make available equipment and facilities to aid employees in the preparation of instructional material.

D. WORKING CONDITIONS

1. Classroom instruction will consist of sufficient hours to teach the JROTC program as established by the Department of the Army and outlined by the Master Subjects Schedule as approved by Headquarters, Department of the Army, plus whatever time is necessary to instruct and conduct competition, as directed by the district. Each ROTC Officer is entitled to one (1) prep period per workday for the sole purpose of complying with administrative and logistical requirements.
2. Officers shall be in his/her respective building at least fifteen (15) minutes before his/her first classroom responsibility and at least fifteen (15) minutes after his/her last classroom responsibility.
3. Employees shall be required to attend all staff meetings called by the Administration.

E. JOB ASSIGNMENT

Employees shall be given written notice of their job assignment for the coming school year soon as practicable.

F. EXTRA-CURRICULAR ASSIGNMENT

Extra-curricular assignments carrying additional remuneration shall not be obligatory but shall be with the consent of the employee.

**ARTICLE 9**

**EMPLOYEE PROTECTION**

A. CONTROL AND DISCIPLINE

Employees complying with Board Rules and Regulations and who are acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Employees recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases, the employee shall follow the established disciplinary process.

B. PHYSICAL ASSAULT INTENTIONAL INJURY INFLICTED BY A STUDENT / DESTRUCTION OF PROPERTY

1. Physical Assault Or Injury Inflicted By A Student

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.

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, will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.

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 this Agreement.

2. 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.

C. COMPLAINT ABOUT AN EMPLOYEE

1. Any complaint directed toward an employee which is to become part of that employee's record and any other legitimate complaints shall promptly be called to the 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 shall provide reasonable opportunity for the employee to secure such representation.
3. When an investigation is complete the employee shall be informed of the results of the investigation.

D. REPRIMAND

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. Prior to placing a written reprimand in the employee's official personnel file, the administrator making the reprimand shall:

1. Present the employee being reprimanded a copy of the reprimand.
2. Give the employee an opportunity to have an Association representative hear the reasons and/or conditions for such action.
3. Expect the employee to sign the original copy, which indicates the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance of the

reprimand but is a verification that he/she is aware the reprimand is in his/her permanent file. If the employee refuses to sign the original copy, the administrator will indicate such refusal on that copy.

E. 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 Personnel 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. criminal history checks including fingerprints
  - r. documents pertaining to current litigation involving the requesting party
  - s. privileged attorney communications, opinions, work products
4. 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 Personnel. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Human Resources Office, but not yet converted to microfiche, shall be considered to be part of the personnel file.

5. 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.

## **ARTICLE 10**

### COMPENSATION AND INSURANCE

#### A. WAGES

The salary schedule (Appendix A) shall be based on the work year (see Article 15) and working conditions spelled in this Agreement and shall comply with the K-12 school calendar.

#### B. STEP INCREMENT

At the beginning of each fall semester, each employee employed during one-half (1/2) or more of the previous school year, shall receive one (1) step increment on the salary schedule provided such movement.

#### C. PAYMENT

52 week employees shall be paid in twenty-six (26) equal payments per year, one (1) every two (2) weeks beginning in September.

Each non-52 week employee shall be paid bi-weekly, beginning in September, by twenty-one (21) or twenty-six (26) equal payments per year, as selected by the employee. Notice of a change in selection from twenty-one (21) to twenty-six (26) pays or from twenty-six (26) to twenty-one (21) pays must be made in writing to Human Resources by August 1 of the year it is to take effect. In no event will any change be made without expressed employee authorization. New employees will be offered the option of twenty-one (21) or twenty-six (26) pays at the time of employment. If there is a deduction for a program the employee is buying, the deduction shall be prorated over twenty-one (21) or twenty-six (26) pays as appropriate.

Any employee who is terminating his/her services and submits his/her resignation, in writing, to Human Resources shall be paid in full. Such payment shall be made according to the policy and procedure of the Business Office.

#### D. LONGEVITY

For the purpose of longevity, the number of years of service shall be earned on a fiscal year basis and computed once each year, as of June 30.

Longevity will be paid on a pro-rated basis for the amount of actual time worked during the fiscal year whenever an employee leaves the district (for example, retirement, termination, resignation, etc.) during the fiscal year. This amount will be included in the last paycheck.

Employees assigned to work less than full-time shall receive the above benefits pro-rated to their assignment. If a part-time employee becomes full-time, full credit shall be given for years worked as part-time. Longevity will be pro-rated if an employee retires during the year.

Longevity will be paid the first pay period in the month of July.

Each employee who has completed the number of years of service as hereinafter stated shall be paid the rate for longevity per annum as follows:

5 years	\$350
10 years	\$650
15 years	\$1200
20 years	\$1600
25 years	\$2500

The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or longer.

#### E. INSURANCE

##### Section 1 – 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 90<sup>th</sup> 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.

##### Section 2 – Coverage Full-Time Employees

Each full-time employee (40 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. For insurance years beyond November 30, 2005, the rate will be determined by taking the published MESSA rate schedule for Kent County using the "A la 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 effective December 1, 2004. 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.

### Section 3 – Coverage– Part-Time Employees

An employee assigned to a position which is less than 40 hours per week but more than 20 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 40 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.



Section 4 – 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

Section 5 – 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

Section 6 – Additional Coverage

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

F. LONG TERM DISABILITY

1. Each full time (40 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 I 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.

G. 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 during the initial open enrollment 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 open enrollment period will be subject to a pre-existing condition limitation. .

#### H. FLEXIBLE BENEFITS PLAN

1. Pre-Tax Health 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 AccountThese 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.

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#### I. TUITION REIMBURSEMENT

After 120 paid days of continuous 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 GRPS Course Approval application shall be completed by the Officer and submitted to the Benefits Office at least ten (10) days prior to the beginning of the course.
  - b. Such course(s) must be for college credit or workshop equivalent to college credit. In addition, employee shall be reimbursed for Community Education courses and workshops related to the employee's regular assignment. In all cases, the content of the course(s) must be work related and/or part of a formal degree program. The administration'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 nine (9) semester hours or twelve (12) term hours.
  - b. Tuition will be reimbursed based upon the actual charge per semester or term hour up to the actual rates of:  
  
WMU, GVSU OR GRCC for 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.
  - d. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate.

3. Reimbursement Procedures

- a. Upon completion of an approved course or workshop, the employee shall complete a GRPS Tuition Reimbursement form. The completed form along with a copy of the earned grade or certificate of workshop completion and proof of payment for the course shall be submitted to the Benefits Office for processing.
- b. The District shall process the claim according to its policies and procedures in effect for all other billings.
- c. The workshop reimbursement request must be submitted to the Benefits office for processing within 60 days of payment for the workshop.

J. LIABILITY INSURANCE

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

K. 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%.

**ARTICLE 11**

LEAVE OF ABSENCE WITHOUT PAY

GENERAL PROVISIONS

1. There is no guarantee that any employee can be returned to a specific building or assignment at the conclusion of a period of absence exceeding one (1) semester in length.
2. The Board shall re-employ any employee returning from an approved leave of absence at the beginning of a school year or at mid-year of the school year.
3. All requests for leave of absence will be applied for and granted or denied in writing, through the Human Resource Office. The employee must apply for the leave at least thirty (30) days prior to its commencement, except in cases of emergency or urgency.
4. The employee must notify Human Resources, in writing, of his/her intention to return from such leave at least ninety (90) days prior to the end of the last semester on such leave.
5. No benefits will accrue to an employee during a leave of absence except as otherwise stated herein. Upon return from leave, the employee's unused sick leave benefit, which had been accumulated at the time the leave commenced, will be resorted to him/her.
6. Employees will be returned to their prior position (before the leave), if their leave does not exceed three (3) months in duration. At the conclusion of a period of absence exceeding three (3) month in length, the District shall attempt to return an employee to the same or comparable position, if one exist, or any other position mutually agreed to by the employee and the administration, except as otherwise provided in this agreement.
7. Upon return from leave, the employee's rights under this Agreement will be reinstated. If the employee worked fifty percent (50%) or more of the scheduled work year in the school 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.

A. PERSONAL ILLNESS

1. Leave for personal illness shall be granted for disability because of substantiated illness, including pregnancy or injury.
2. Any absences 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.
3. No benefits or salary will be paid during the leave unless required by law.

B. MILITARY

Any employee who is inducted in any branch of the Armed Forces of the United State will be granted a leave without pay. Upon return from such leave, an employee shall receive full credit on the salary schedule up to three (3) years provided the employee has received an honorable discharge or honorable release from active duty, seeks re-employment within ninety (90) days from the date of discharge and is still qualified and competent to perform Officer duties. It is the responsibility of the employee to submit to the Human Resources office the official documents to support the reemployment.

C. SELF-IMPROVEMENT THROUGH STUDY

1. Upon approval of the Superintendent or his designee, a leave of absence without pay for up to six (6) months 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.
2. A leave for study shall be placed in one (1) of the two (2) following categories:

- a. Study related to the employee's assignment or prospective assignment as determined at the time of application. The employee will be re-employed as work and be 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.
- b. Study not related to the employee's assignment or prospective assignments as determined at the time of application.

D. 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 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. FMLA Leaves Concurrent  
Family and medical leave shall run concurrently with other applicable leaves of absence, paid or unpaid, to the extent permitted by the FMLA.

E. 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.

F. 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 beyond his/her control. Such leaves will not be granted the first two weeks or the last two weeks of the school year, unless approved by Human Resources.
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.

G. OTHER LEAVES

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

**ARTICLE 12**

LEAVE OF ABSENCE WITH PAY

A. GENERAL RULES

1. Accumulated leave will not be granted during the first 120 paid days of employment with the Grand Rapids Public Schools. 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, employees shall earn and be granted leave time at the rate of one (1) day per month of active employment. The number of hours granted shall be the same as the number of hours worked during a normal workday.
2. 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.
3. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.
4. 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.
5. 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.
6. 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.
7. 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.

8. Use of leave for purposes other than as stated in the article shall be cause for disciplinary action up to and including discharge.
9. 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.

#### B. LEAVE FROM DUTY WITH PAY DUE TO ILLNESS OR BEREAVEMENT

1. Each school year employee shall earn 1 day per month (not to exceed 10 days per year) of leave with pay per work year. Such leave may be used for the purposes stated in 3. below and each day used shall be deducted from the employee's sick leave bank. Unused earned leave time is cumulative with unlimited accumulation.
2. Each 52-week employee shall earned twelve (12) working days of leave with pay per work year. Such leave may be used for the purposes stated in 3. below and each day used shall be deducted from the employee's sick leave bank. Unused earned leave time is cumulative with unlimited accumulation.
3. The above leave time may be used for the following absences:
  - a. 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).
  - b. 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.
  - c. 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, any 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.
  - d. 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.
4. Accumulated leave may be used in increments of 15 minutes for non-exempt employees and ½ hour for exempt employees.

#### C. HOLIDAYS

Employees who are absent the last work day before or the first work day after a holiday for which pay is granted, will not be paid for that holiday, except when absence is due to proven illness or injury. The paid holidays are:

School Year Employees  
Labor Day  
Thanksgiving Day  
Friday After Thanksgiving

Good Friday  
Memorial Day

52-Week Employees

Labor Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Good Friday  
Memorial Day  
Fourth of July

D. LEAVES FOR OTHER PURPOSES

Leaves of absence with full pay not chargeable against the employee's accumulated sick leave days shall be granted for the following reasons:

1. Jury Duty

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.

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.

2. Court Appearances District Related

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.

If the employee is subpoenaed to appear for a student related matter, they must contact Human Resources upon receipt of the subpoena. Human Resources will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of laws and regulations occur.

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.

3. 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.

4. Approved visitation and/or participation which is requested by the employee to visit other educational programs is not to exceed two (2) days per school year. Application forms to be provided by the Board.



5. Attending any function when so requested by the administration.
6. When it has been determined an officer need to, or is required to, attend a Veterans Administration Program/Consultation.
7. Leaves of absence with pay not exceed a cumulative total of ten (10) days per school year shall be granted to the Association upon application thereof for Association purposes. The president of the Association shall notify the Executive Director of Human Resources at least five (5) working days in advance of the anticipated absence except in cases of emergency. Additional days may be granted providing the Association reimburses the District current substitute rate if needed

E. SCHOOL CLOSINGS

Employees shall not be required to be in attendance on days when students are excused from school because of inclement weather unless requested by the Superintendent.

F. EMPLOYEE PERSONAL/BUSINESS LEAVE

Each employee may use, yearly, three (3) leave days for the employee's personal business which shall not be deducted from his/her leave accumulation. An employee may, but shall not be required to, state the reason for this leave. Leaves will be granted under the following conditions:

1. The application shall be made on the form provided by the Board and processed according to administrative rules.
2. 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.
3. This leave shall not be utilized for recreational and/or hunting and fishing purposes.
4. Such leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).
5. Unused days will accumulate as accumulated - sick leave days.

**ARTICLE 13**

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim, by one (1) or more employee, of violation of this Agreement and/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 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 Board work 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 the 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 a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The failure of Board representatives to adhere to grievance time limits shall mean that 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 Executive Director of Human Resources or their designee.

A supply of grievance forms shall be filed with the Association representatives, the building principal and/or the immediate supervisor.

#### Informal Level

An employee shall within fifteen (15) days of the occurrence of the grievable event or the time at which the employee or 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.

#### Formal Level One

- a. If the grievance has not been resolved within five (5) days of the informal level meeting or not later than twenty (20) days after the grievable event (or 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 employees' 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 Executive Director of Human Resources and the Association President or designee.

#### 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 Executive Director of 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 Executive Director of Human Resources or designee will meet with the aggrieved and representative to discuss the issues. A written answer shall be given to the aggrieved and the GREOA representatives within twenty (20) working days after receipt of such grievance.
- c. An Association grievance commencing at this level shall be filed within fifteen (15) days of the grievable event or the time the Association should reasonably be expected to have had knowledge of the event.

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) 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 Arbitrator 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 of the AAA process the hearing and the award shall be governed in accordance with AAA rules.
- b. The power of the arbitrator shall be limited to the interpretation of application of the express terms 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 Board 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 witnesses called by the other.
- d. 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.
- e. The following matter shall not be the basis of any arbitration: any claim or complaint for which there is another remedial procedure or forum established by law.

**ARTICLE 14**

**STRIKES AND SANCTIONS**

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual Officer will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an Officer from his/her position or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the Employee' duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the Grand Rapids School District.
- B. The Association will not support the action of any Officer taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an Officer who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- C. Willful violation of this Article by any Officer or group of Employee will constitute just cause for discharge and/or the imposition of discipline or penalties.
- D. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunction relief and damages against the Association.
- E. Violators of the terms of this Article shall forfeit all benefits as specified by the current contract while the member is under violation.

**ARTICLE 15**

**CALENDAR**

**A. WORK YEAR**

The work year for Family Support Specialists shall be the school year plus five (5) days. The normal workweek in excess of the school year shall be five (5) working days consisting of forty (40) hours per week. The days of work prior to and following the school year for JROTC Officers shall be determined jointly by the immediate supervisor and Human Resources.

The work year for the 52-week JROTC Officer shall be 52 weeks per year. The normal workweek shall consist of forty (40) hours per week. When not performing official classroom duties the place of duty of the 52-week JROTC Officer will be assigned by the immediate supervisor

**B. VACATION**

1. Each School Year employee is eligible for five (5) days of vacation per work year, non-accruable for subsequent years. Leaves for JROTC Officers must be approved forty-eight (48) hours in advance jointly by the immediate supervisor and Human Resources. Leaves for Family Support Specialists must be approved forty-eight (48) hours in advance by the immediate supervisor.
2. Two (2) days of unused vacation days will accrue to sick leave upon request by the employee.
3. Each 11-month JROTC employee is eligible for 7 days of vacation pr work year. Vacation days are non-accruable for subsequent years. Leaves for JROTC Officers must be approved forty-eight (48) hours in advance jointly by the immediate supervisor and Human Resources.
4. Each 52-week employee is eligible for 15 days of vacation per work year. Vacation days are earned on a fiscal year basis and available for use in the next fiscal year. Vacation days are non-accruable for subsequent years. Vacation leaves must be approved forty -eight (48) hours in advance by the immediate supervisor.

**C. ADDITIONAL WORK**

Any employee requested by the administration to work in their regular assignment, beyond the work year (See Article 15.A.) shall be compensated at the rate of two (2) percent of his/her regular salary per one full week (5 days) of additional work or fractions thereof.

**ARTICLE 16**

**MISCELLANEOUS**

**A. FAMILY SUPPORT SPECIALIST**

Each Family Support Specialist driving his/her own vehicle to perform the functions of an employee, as assigned by the immediate supervisor, shall receive a mileage reimbursement at a minimum monthly rate per month from September through June, such monthly rate to be established by a periodic audit.

**B. 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.

#### C. AUTOMOBILE VANDALISM 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 principals 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. The Auto Vandalism Reimbursement Form will be obtained from the building principal or the immediate supervisor.
8. All reimbursement requests must be submitted with 60 days of payment for the damage.

#### D. UNEMPLOYMENT BENEFITS

Any bargaining unit member who collects unemployment compensation during the summer months (MESCs "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the District the amount of unemployment compensation, upon the written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment to the district by September 30.

#### E. WAGE 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

F. 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.

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 Agreement developed through this process will be subject to the normal ratification process.

**ARTICLE 17**

RETIREMENT BENEFITS

Any employee who has reached the age and years of service requirement of the Michigan Public School Retirement Act and has completed at least ten (10) years of service with Grand Rapids Public Schools, shall receive, upon retirement, \$35.00 for each day of unused sick leave days (accumulated at the time of retirement) or \$50.00 per year for Grand Rapids service, whichever is the greater.

In accordance with MPSERS 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

**ARTICLE 18**

PAYROLL DEDUCTION

A. Association Dues

Section 1. 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.

#### Section 2. Manner of Payment

- a. Whenever possible, prior to December 1, the Association shall notify Human Resources and Business Services in writing, of the amount of dues, fees, and assessments for the year, and the amount of service fee for non-members.
- b. Each month the Board 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 Board shall honor all existing authorization forms presently in its possession where permissible under Michigan law.
- c. When possible, deductions shall be made from the employee's paycheck in equal amounts over the remaining pay periods of the school year.
- d. At the time the deductions are remitted, the Board shall provide the Association with a list of names of the employees from whom such deductions were made.
- e. 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.

#### Section 3. Non Payment

- a. In the event an employee fails to pay the service fee 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 the compliance is not effected.
- b. If the employee fails to remit the service fee or to authorize deduction for the same, the Association may request the Board to make such deduction pursuant to the provision above.
- c. 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.
- d. The Board and the Association may mutually agree in writing to withhold and/or suspend involuntary wage reductions into an escrow account pending any legal challenges.

#### Section 4. MEA Policy

Pursuant to *Chicago Teachers' 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.

#### Section 5. 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 school year.

#### Section 6. 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 service fees to be deducted by the Employer, and that said service fees include only those amounts permitted by the Agreement and by law.

#### Section 7. Indemnification

The Association shall indemnify and save the Grand Rapid Public Schools, its Board of Education, past and present members of the Board of Education, 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 action taken by the Board for the purpose of complying with the provision of this agreement, provided

- a. That the Association shall defend any such legal action, at its own expense and through mutually selected legal counsel; and
- b. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires; and
- c. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witness, and making relevant information available at both trial and appellate levels; and
- d. The Association shall have the complete authority to compromise and settle all claims it defends under this section; and
- e. The damages have not resulted from negligence, misfeasance, or malfeasance of the District or its agents.

#### Section 8. Inoperative

Should the Association or its agent challenge the legality or enforceability of section 7, this Article shall immediately be considered inoperative and severed from this Agreement.

#### B. OTHER DEDUCTIONS

1. Payroll deductions will be available to the employees on a mutually agreed upon basis for the Lake Michigan Credit Union, for the purchase of United States Savings Bonds, for the United Way and for insurance premiums.
2. Payroll deductions shall also be available for any other programs approved by the District.



C. ANNUITY PROGRAMS

The parties agree that the annuity programs approved by the Board shall be available to each employee.

D. SAVE HARMLESS

The District shall not be liable for any errors or losses in the administration of this Article unless it is shown that the District was negligent in the care and handling of the monies involved.

**ARTICLE 19**

DURATION

This agreement shall be effective as of August 2006 and shall continue in effect through August, 2007.

**THE BOARD OF EDUCATION OF THE  
GRAND RAPIDS PUBLIC SCHOOLS**

**THE GRAND RAPIDS EDUCATIONAL  
OFFICER'S ASSOCIATION**

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its President

BY \_\_\_\_\_  
Its Secretary

BY \_\_\_\_\_  
Its Uniserv Director

BY \_\_\_\_\_  
Its Chief Negotiator

**APPENDIX A**

**ANNUAL SALARY RATES**

**PAY INCREASES**

In each succeeding contract year, the step and across-the-board increases shall be effective each year.

**SALARY SCHEDULE FOR JROTC OFFICERS 2006-2007**

School Year JROTC		11-Month JROTC		52-Week JROTC	
Step 1	\$ 30,335	Step 1	\$ 32,493	Step 1	\$ 38,030
Step 2	\$ 31,247	Step 2	\$ 33,471	Step 2	\$ 39,174
Step 3	\$ 32,181	Step 3	\$ 34,473	Step 3	\$ 40,348
Step 4	\$ 33,149	Step 4	\$ 35,507	Step 4	\$ 41,558
Step 5	\$ 34,142	Step 5	\$ 36,574	Step 5	\$ 42,806
Step 6	\$ 35,165	Step 6	\$ 37,668	Step 6	\$ 44,097
Step 7	\$ 36,220	Step 7	\$ 38,799	Step 7	\$ 45,410
Step 8	\$ 37,307	Step 8	\$ 39,964	Step 8	\$ 46,774
Step 9	\$ 38,426	Step 9	\$ 41,161	Step 9	\$ 48,175
Step 10	\$ 39,580	Step 10	\$ 42,397	Step 10	\$ 49,662
Step 11	\$ 40,766	Step 11	\$ 43,669	Step 11	\$ 51,110
Step 12	\$ 41,990	Step 12	\$ 44,978	Step 12	\$ 52,643
Step 13	\$ 43,250	Step 13	\$ 46,330	Step 13	\$ 54,224
Step 14	\$ 44,547	Step 14	\$ 47,620	Step 14	\$ 55,735
Step 15	\$ 45,772	Step 15	\$ 49,151	Step 15	\$ 57,527
Step 16	\$ 47,260	Step 16	\$ 50,625	Step 16	\$ 59,252
Step 17	\$ 48,678	Step 17	\$ 52,144	Step 17	\$ 61,029
Step 18	\$ 50,137	Step 18	\$ 53,709	Step 18	\$ 62,861

JROTC officers will be placed on the above salary schedule based on a formula designed by the JROTC office for Personnel.

**JROTC STIPEND**

Each JROTC officer will receive an additional \$3000 stipend each year to cover additional training days and expenses. Each school year JROTC Officer, unless excused by the Executive Director of Human Resources, shall attend all training days. The Executive Director of Human Resources will approve the additional training days and expenses that are covered by this stipend. At the direction of the Executive Director of Human Resources a JROTC Officer will be required to submit documentation to verify the additional training days and expenses. Failure to attend any of the training days will result in a loss of one one-thousandth (1/1000) of their current step, for each hour of training missed.

In the event, the Department of the Army notifies the District of necessary salary changes for JROTC Instructors, the District will implement the changes at the end of the fiscal year in a lump sum payment and notify the Association of such changes. Such changes are not subject to the grievance procedure.

**SALARY SCHEDULE FOR FAMILY SUPPORT SPECIALISTS**

School Year Family Support Specialist  
2006-2007

Step 1	\$ 28,826
Step 2	\$ 29,692
Step 3	\$ 30,579
Step 4	\$ 31,500
Step 5	\$ 32,443
Step 6	\$ 33,416
Step 7	\$ 34,418
Step 8	\$ 35,452
Step 9	\$ 36,515
Step 10	\$ 37,611
Step 11	\$ 38,738

**DEGREE INCENTIVE**

Each employee who has earned a BS or BA degree shall receive \$1250.00 per year above his/her regular salary step. Each employee who has earned a MS or MA shall receive \$1750.00 above his or her regular salary step. It is the responsibility of the employee to submit verification of the earned degree to the Personnel Office in a timely manner.

**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 access<sup>1</sup>. 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.)

<sup>1</sup> 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.

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 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. Human Resources 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 Human Resources 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

Cc: Human Resources

**This must be provided to Human Resources within one business day.**