

AGREEMENT

between the

Board of Education

of the

**Grand Rapids
Public Schools**

and the

**Grand Rapids
Educational Support
Professionals Association**

Wages and Benefits

2013 - 2015

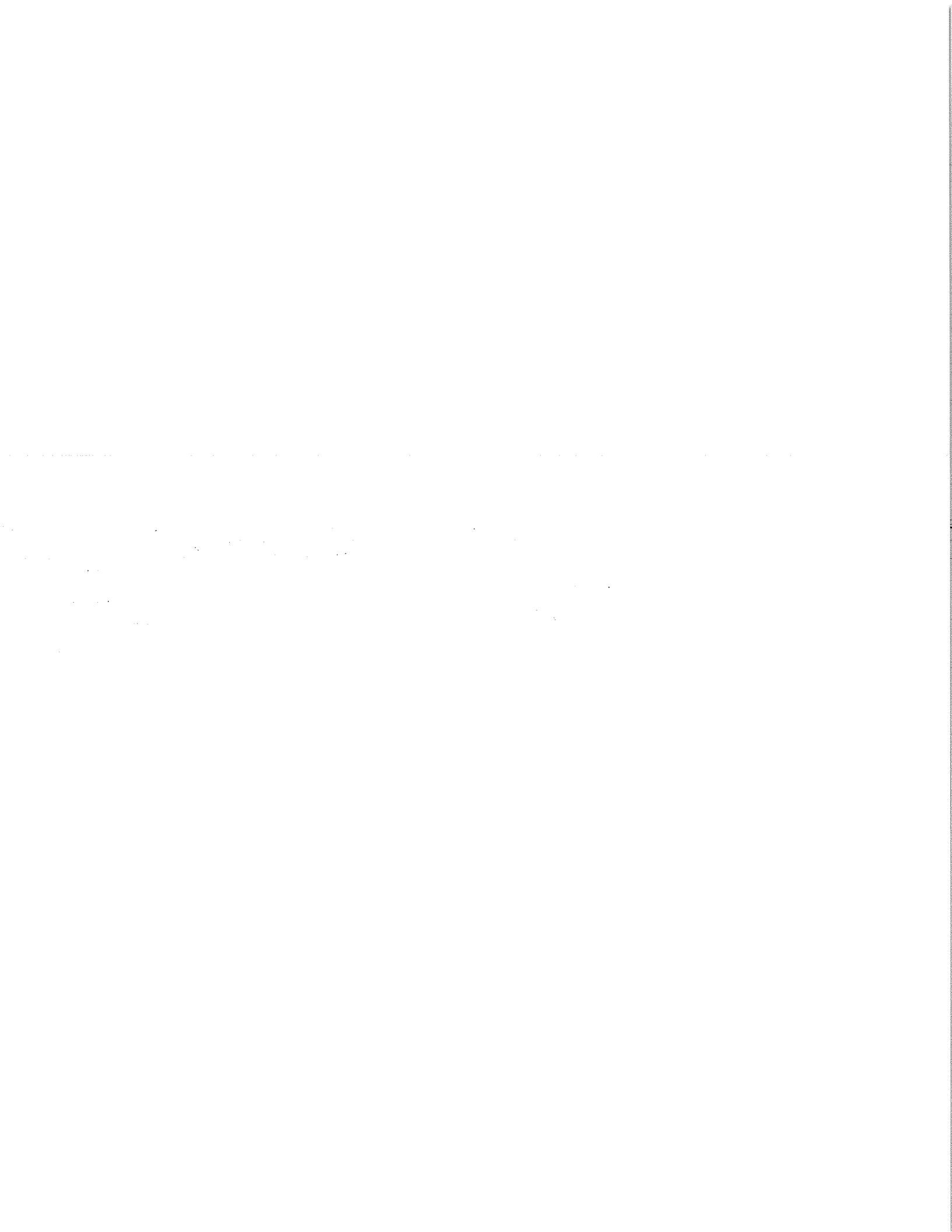


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AGREEMENT

THIS AGREEMENT is made and entered into on this 1ST DAY OF July, 2013, by and between the GRAND RAPIDS BOARD OF EDUCATION (hereinafter called the Board) AND the GRAND RAPIDS EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION (hereinafter called the Association).

ARTICLE 1 - CONTEXT

A. PURPOSE

This Agreement is negotiated to establish the wages, hours and other conditions of employment in the bargaining unit. Both parties recognize and will encourage economy, efficiency of operation, maintenance of high standards, cleanliness and elimination of waste, protection of school property and the safety of employees and children.

B. RECOGNITION OF OBLIGATIONS

The Board and the Association recognize their mutual obligations to bargain collectively with respect to hours, wages, fringe benefits and conditions of employment. Agreement has been reached between the parties. The terms have been ratified by the Board of Education of the Grand Rapids Public Schools and the Grand Rapids Educational Support Professionals Association.

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**ARTICLE 2
RECOGNITION**

A. RECOGNITION OF BARGAINING UNIT

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the GRESPA employees as listed in Appendix A (hereafter called "employee"), excluding all temporary employees (less than thirty [30] work days in the fiscal year, except for in the case of food service workers, 120 work days in the fiscal year), supervisors, management supportive service staff, students and all other positions in the Grand Rapids Public Schools. The Board agrees to meet with the Association to negotiate the effects resulting from the transfer of employees' job functions or positions. Specific positions, classifications and departments are described in Appendix A.

B. ACKNOWLEDGMENT OF AGREEMENT

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

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ARTICLE 3
EMPLOYEE AND ASSOCIATION RIGHTS

A. RIGHT TO ORGANIZE

Each employee shall have the right to organize, join and support the Association for the purpose of engaging in lawful activities under Act 379 of the Public Acts of 1965 of the State of Michigan.

B. USE OF BOARD FACILITIES

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

C. NEGOTIATING COMMITTEE

The Board agrees to recognize and provide paid release time for a negotiating committee of no more than eight (8) members unless changed by mutual agreement between the Board and Association. The Association shall furnish to the Board a written list of the members of the negotiating committee. The negotiating committee shall represent the Association in meetings with the Board for the purpose of collective bargaining in the administration of this Agreement.

D. TIME OFF FOR GRIEVANCES

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

E. ASSOCIATION ACTIVITIES

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission from his/her immediate supervisor. Any employee who is absent from his/her assigned duties for the

purpose of Association business shall have a pro-rated deduction of his/her hourly wage for each hour or part of an hour of his/her absence.

F. REQUEST FOR INFORMATION

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

G. INDIVIDUAL RIGHTS

Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under applicable state or federal laws.

H. CONTRARY TO LAW

If any provision of this Agreement or any application of Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.

I. INDIVIDUAL AGREEMENTS

Any individual contract between the employer and a member of this bargaining unit shall be subject to and consistent with the terms and conditions of this Agreement.

J. OTHER ORGANIZATIONS

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

K. SEXUAL HARASSMENT

The Board agrees to negotiate the effects of any new policy or modification or policies concerning sexual harassment with the Association.

L. FREEDOM OF INFORMATION ACT

1. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter 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 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 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 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 (the Board of Education is required in certain circumstances to release criminal history information pursuant to the School Safety Legislation.)
 - r. documents pertaining to current litigation involving the requesting party
 - s. privileged attorney communications, opinions, work products
4. Furthermore, the Board 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 the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at Human Resources, but not yet converted to microfiche, shall be considered to be a part of the personnel file.
5. The parties recognize that this agreement is based on their 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.

M. NEW EMPLOYEES

1. Within thirty (30) days of employment, the Board shall provide the Association Treasurer with the name of each employee assigned to any position represented by this Association.
2. The Boards' Human Resources Department (Human Resources) shall provide each new employee with the current Board-GRESPA contract.

N. PAYROLL DEDUCTION

Employees shall have the right to payroll deduction for any programs authorized or offered to any other Board employee group.

ARTICLE 4
BOARD RIGHTS AND RESPONSIBILITIES

A. RESPONSIBILITIES

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

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

B. AUTHORITY

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 City of Grand Rapids and that the Board has the necessary authority to discharge all of its responsibilities in a reasonable manner, subject to laws in the provisions of this Agreement and in accordance with applicable state and federal laws.

C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the 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 and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law.

**ARTICLE 5
GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

B. PURPOSES

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

C. PROCEDURE

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

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

1. 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.

2. 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 employee's immediate supervisor.
- b. Within five (5) working days of the filing date, the administrator or designee will meet with the aggrieved and/or the representative in an effort to resolve it. A written answer shall be given within five (5) working days after such meeting.
- c. This level may be waived by the mutual consent of Human Resources and the Association President or designee.

3. Formal Level Two

- a. If the aggrieved, after receipt of the written answer from Level One is not satisfied with the disposition of the grievance at Level One, a letter shall within five (5) working days thereafter be transmitted by the employee to 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, Human Resources or designee will meet with the aggrieved and GRESPA representative to discuss the issues. A written answer shall be given to the aggrieved and the GRESPA 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 have been expected to have had knowledge of the event.

4. Formal Level Three

- a. If the written answer at Level Two is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) days after receipt of the Level Two written answer.

The parties shall attempt to mutually select an arbitrator, if the parties cannot mutually agree 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.

5. 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.

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**ARTICLE 6
WAGES**

A. WAGE SCHEDULES

The wages for employees covered by this Agreement are set forth in Appendix A.

B. STEP PROGRESSION

The annual progression from step to step within an employee's classification shall be automatic, unless the employee has received an "unsatisfactory" evaluation within the preceding four (4) months. In the event an employee receives an unsatisfactory evaluation, the supervisor and the employee will prepare an improvement plan. Once the employee satisfactorily completes the tasks specified on the improvement plan, he/she shall receive the step progression raise.

Role steps will be granted for the 2010-2011 fiscal year in January 2011. There shall be no steps granted in 2011-12 or 2012-13.

C. LONGEVITY

1. For longevity purposes, years of service in the Grand Rapids Public School System shall be computed once per year, as of the first pay date in December. Employees whose employment terminates for any reason, other than disciplinary action, prior to that date shall be paid longevity at the time of termination of employment prorated to the time of termination of employment through the last full month of employment. The designated beneficiary (on file) of each employee shall receive, upon the employee's death, the same benefit.
2. The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or more.
3. The earning period for longevity shall cover the period from July 1 to June 30.
4. Each employee, full-time or part-time who was employed by the Grand Rapids Public Schools on or before June 30, 1987, and each full-time employee, who has completed the number of years of service, as stated below, shall be paid longevity at the rate per annum as indicated:

5 years	\$304.52
10 years	\$609.03
15 years	\$913.55
20 years	\$1,218.06
25 years	\$1,522.58

- 5. The amount of longevity paid to an employee shall include any time that the employee is on Board approved leave of absence with pay and/or Board approved FMLA.
- 6. Employees must work at least twenty (20) hours per week to be eligible for longevity. Employees assigned to work less than full-time shall receive benefits prorated to their assignment and for any time that the employee is on Board approved leave without pay. A full-time employee is defined as working thirty two and one-half (32.5) or more hours per week. Benefits shall be prorated for employees less than full-time as follows:

4.0 to 5.25 hours one-half payment
 5.5 to 6.25 hours three-quarters payment
 6.5 hours and over full payment

Hours per week shall be computed on the basis of the 12 months preceding the date longevity is paid.

- 7. Longevity dates are permanently adjusted when leave without pay is taken.

D. SHIFT PREMIUM

- 1. Employees earning day shift wages will report at 5:00 a.m. or after but prior to 11:30 a.m.
- 2. Each employee reporting for work on the second shift (11:30 a.m. or after, but prior to 8:00 p.m.) on regularly assigned working days shall receive forty cents (\$.40) per hour over his/her regular salary for hours worked.
- 3. Each employee reporting for work on the third shift (8:00 p.m. or after, but prior to 5:00 a.m.) on regularly assigned working days shall receive forty-five cents (\$.45) per hour over their regular salary for hours worked.

E. SPECIAL ASSIGNMENTS PAY

Any employee working in any of the following categories shall receive the amount designated over his/her regular hourly rate:

- 1. **Supply**
 Leadperson\$0.75
 Group Leader.....\$0.55
- 2. **Maintenance**
 Leadperson\$0.75
 *Group Leader.....\$0.55

Paint Sprayer & Sign Painter	\$0.50
Lay-Out Development Specialist	\$0.50
**Master Plumber	\$0.50
**Master Mechanic	\$0.50
**Master Electrician	\$0.50

* Defined as: Any employee assigned by management to assume "Leadership" responsibility on a temporary basis of three (3) or more persons in a same and/or lower classification.

**The Assignment of more than one (1) person shall be at the option of the Board. All license fees and/or expenses shall be borne by the Board.

3. **Operations Department Special Assignment Pay.** These letter codes are used when additional responsibilities are performed.

<u>CODE</u>	<u>RATE</u>	<u>DEFINITION</u>
C	\$.20	These positions are bid through the Advanced Bid Procedure or through Human Resources. The "C" Code may not be used with "G" or "K" and are used only by unassigned personnel.
G	\$.55	These positions are assigned at the supervisor's discretion for: <ol style="list-style-type: none"> a. Temporary assignment leading three or more individuals, b. Temporary assignment acting as head custodian, operation specialist, sector leader or head grounds. c. This code is not to be used with "C" or "K" codes. d. This code requires the written notification from the Operations Manager or designee.
K	\$.25	These positions are assigned at the supervisor's discretion for: <ol style="list-style-type: none"> a. Temporary use by staff other than "unassigned" personnel. b. When reporting to multiple buildings on the same shift c. Requires written notification from Operations Manager or designee.

L	\$.75	<p>These positions are bid through the Advance Bid Procedure or through Human Resources.</p> <ul style="list-style-type: none"> a. For "lead person" positions. b. Used only with "P" when appropriate.
P	\$.50	<p>These positions are bid through the advance bid process or through Human Resources for operation specialists and sector leaders who have in house swimming pool responsibilities.</p>
T	\$.55	<p>These assignments are bid through the Advance Bid Process and through Human Resources for:</p> <ul style="list-style-type: none"> a. Staff members with <i>Facilities Division</i> training responsibilities. b. Requires written notification from Operations Manager c. May not be used with any other code.
Z	\$.45	<p>GRESPA Department positions assigned at Supervisor's discretion for:</p> <ul style="list-style-type: none"> a. Tree Trimmer while performing that work b. Integrated Pest Management c. Playground Maintenance

The District would distribute job descriptions with any code carried. Special Pay Code designations would also be included on job postings.

The District, GRESPA and the MEA agree to hold harmless each other for any past incorrect use of Operations Department special assignment codes.

GRESPA members who substitute in special assignment pay positions will use the code while actively involved in the activity.

4. **Food Service**
- | | |
|---|--------|
| Leadperson | \$0.75 |
| Baker or Cook Responsible for Satellite Schools | \$0.55 |

Defined as leading three (3) or more employees *GRESPA, W. MI Janitorial, PESG etc) excludes H203, H208, H209

Food Service Temporary Assignment Pay shall result when an employee has been requested by management to fill a higher classification for a period of one (1) to sixty (60) days. The pay rate shall be at the rate of Step 1 of the higher job classification to which the employee is temporarily assigned. Pay rate shall be adjusted from Step 1 to the next highest step to ensure a minimum increase of \$.75 per hour from the employees' regular job classification.

***All license fees and/or expenses shall be borne by the employer.

5. Additional Work for Food Service Staff in the Operations Department.

If the District is not able to adequately cover the needs in the Operations Department during peak times of the school year (excludes summer periods), the District may utilize part-time Food Service staff to assist with meeting the needs during this peak time.

The District shall create a list of those part-time employees from the Food Service Department who seek additional hours. These additional hours shall not be used to obtain or increase insurance benefits.

An employee may add his/her name to the list up to two times per fiscal year. The employee may remove his/her name from the list at any time. This process of adding or removing their names must be done in written form and be sent to Human Resources.

Employees must be qualified in order to perform the duties of the position. The determination of qualified is at the District's discretion and is not grievable.

These hours will be compensated at the Food Service employee's regular hourly rate (excluding MR and ME stipends); the shift differential rate shall not apply. If the additional hours result in actually working over 40 hours per week, the District will follow the wage and hour law for the calculation of overtime.

The initial list for each fiscal year shall be comprised of those Food Service employees wishing to be added to the list. Each employee must notify Human Resources, in writing, of his/her wish to be placed on the list. The list shall be ranked in order by the employee's GRESPA seniority date.

The most senior person on the list will be offered the first set of available hours. Should that employee refuse the hours or accept the hours, his/her name shall then go to the bottom of the list having the number of hours

associated with that assignment credited to them. Should the employee refuse the hours, those hours will be offered to the next senior employee on the list.

Once all employees on the list have been credited with hours, the list shall be reordered in rank order according to the number of hours awarded and GRESPA seniority.

The same process will be used in assigning the available hours until the end of the fiscal year.

If part-time Food Service employees are not available to work additional hours, the District may then contact staff from other departments and offer the additional hours, with overtime being paid, if applicable.

Employees who sign up for these hours recognize that they may be called to work at unusual work times (e.g., 2:00 a.m.), and the shift differential does not apply.

F. EMERGENCY DUTY PAY

1. Any employee, part-time or full-time, who is called out by the administration for emergency duties, shall receive a minimum of two (2) hours of pay for such duty. Said time will be computed to the nearest quarter hour from the time the employee receives the call to attend the emergency until the time the employee returns to his/her home. Such hours shall be computed at time and one-half of his/her normal rate.
2. In the event a Grounds employee is called and requested to report to work prior to 5:00 a.m. by the administration, such employee shall be allowed one-half (1/2) hour of call back.

G. PAYROLL

1. All employees who do not have direct deposit and receive pay checks will have their checks mailed to the home address on file with the District. For those employees who have direct deposit, the payroll stub will be delivered to the primary building in which they work. During the summer period, winter break, spring break and Professional Development days all checks and stubs will be mailed home.

H. OVERTIME

1. The official work week of Board employees shall be no more than forty (40) hours per week. When an employee is assigned to work more than 40 hours in a work week and actually works more than 40 hours, the hours beyond 40 will be paid at time and one half, pursuant to Wage and Hour

Regulations, with the exception of holiday pay. (See H #4 below). Employees (not normally scheduled to work) working on any designated holiday shall receive pay consisting of one and one-half (1-1/2) times the rate of regular pay.

2. The Board shall provide equal opportunity to those qualified in each department for overtime work. Vacation time, personal business and other leave of absence with pay and official sick leave with pay shall not be considered working hours but shall not exceed the normal regularly scheduled hours per day, i.e., leave time may not be used to cover overtime. GRESPA will work with the District to examine processes for equal distribution of overtime where there are concerns.
3. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one (1) hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.
4. The holidays listed in Article 9.B.5 shall be counted as actual time worked.

I. PROMOTION - HIGHER PAY

Any employee promoted or assigned by the administration to do any job in a higher pay range shall receive the higher pay as soon as he/she starts to perform the extra duties and accepts the responsibility of a job. Any employee promoted to a position within the department which carries a higher wage shall be moved by moving horizontally across dollar wise, into the new schedule, then up a step.

J. CLASSIFICATION PAY

Employees regularly employed in two (2) or more classifications shall be paid according to the salary schedule of and in proportion to the time worked in each classification.

K. TEMPORARY ASSIGNMENTS

1. Nothing prevents the Board from temporarily assigning a current employee to perform the duties which normally fall in any job classification within the bargaining unit in the event of an emergency or an unforeseen circumstance beyond the Board's control. Such temporary assignments shall not exceed sixty (60) consecutive calendar days. A temporarily assigned employee shall be paid at the rate of his/her regular job classification or step 1 of the job classification to which they are temporarily assigned, whichever is greater, for all hours worked in the classification to which they are temporarily assigned.

2. Food Service Temporary Assignments: When assigned to work a higher job classification the pay rate shall be at the rate of Step 1 of the higher job classification to which the employee is temporarily assigned. Pay rate shall be adjusted from Step 1 to the next highest step to ensure a minimum increase of \$.75 per hour from the employees' regular job classification if the assignment is intended to cover the full shift of that higher job classification position (Note: See E.4 above).

L. OVERPAYMENT/UNDERPAYMENT

The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be based upon the amount overpaid or underpaid.

In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through payroll deduction, for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less. If the employee does not wish to make restitution through payroll deduction, they will be billed from the Business Office.

M. WAGE AND FRINGE BENEFIT 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 Human Resources. The employee designation may be cancelled or changed only by filing a new form with Human Resources.

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**ARTICLE 7
OTHER BENEFITS**

A. TRAVEL REIMBURSEMENT

1. Any employee who is required/requested to use his/her vehicle as a part of his/her assignment and/or job responsibility shall be reimbursed 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.

a. Plus six cents (\$.06) a mile for light tools or

b. Plus twelve cents (\$.12) a mile for heavy tools, equipment or material

Note: a. and b. above are at the discretion of the immediate supervisor.

2. Each employee required by supervision to use his/her personal automobile for Board business shall be reimbursed per mile via the formula stated above pursuant to the IRS rate established in January 01 and July 01 of each year.

3. Each employee, on special assignment required to travel out of Kent County, shall be eligible for food (actual purchase) reimbursement not to exceed six dollars (\$6.00) per meal. Receipts must be provided.

4. 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.

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

6. The established rate shall be reviewed and updated on January 01 and July 01, of each year per the IRS approved rules.

B. HEALTH INSURANCE

All newly hired employees, (excluding Utility Cleaners), under the Recognition Clause in Article 2(A) shall receive application forms for eligible benefits at the time of hire. The employee shall complete the forms within thirty (30) days of

hire. The employee shall be eligible for coverage beginning on the 90th day following the date of hire. Changes to coverage shall be reported to the Benefits Office within the thirty (30) day period of his/her occurrence. Enrollments or changes in coverage not reported within the thirty (30) day period shall necessitate the waiting for Open Enrollment to enroll or change coverage. Except where the Board expressly agrees to provide for specific benefits, the responsibility of the Board is limited to the timely payment of premiums and shall not under any circumstances require the Board to provide the described benefits. The description of benefits in this Agreement is general only and shall be superseded by and controlled by the terms of applicable insurance policy or plan.

The Board shall make appropriate premium payments 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, an 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 both employees of the District, not more than one may select Hospital/Medical coverage unless each must provide medical coverage for a dependent per IRS rules. The other may select the Option program set forth. It is the intent of the parties to eliminate double coverage whenever possible.

C. INSURANCE COVERAGE

1. Full-Time Employees

Each full-time employee (32.5 hours per week) is entitled to the insurance benefit described below:

Effective September 30, 2013, full time employees choosing health coverage shall choose from among the following (3) three options of

Pak A:

Option 1

- Health MESSA Choices II, XVA2 rider, Saver Rx prescription card \$10/\$40 – effective January 1, 2014,
- \$20/\$25/\$50 Office Visits Co-Pay and \$200/\$400 Deductible
- Life Insurance: \$40,000 with AD&D
- Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through another source):50/50/50/50: \$1,300, orthodontics to age 19.
- Vision: VSP3

Option 2

- Health MESSA Choices II, XVA2 rider, Saver Rx prescription card \$10/\$40 – effective January 1, 2014,
- \$20/\$25/\$50 Office Visits Co-Pay and \$500/1000 Deductible
- Life Insurance: \$40,000 with AD&D
- Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through another source):50/50/50/50: \$1,300, orthodontics to age 19.
- Vision: VSP3

For 2013-2014 - District will pay a maximum for either of the Choices II plans of:

Single	\$5,596
Two person (Employee & Spouse)	\$11,192
Family	\$15,262

Option 3

- Health MESSA ABC HSA Plan 1, \$1250/\$2500
- Saver Rx prescription card \$10/\$40,
- Life Insurance: \$40,000 with AD&D
- Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through another source):50/50/50/50: \$1,300, orthodontics to age 19.
- Vision: VSP3

For 2013-2014 (effective January 1, 2014) - District will pay a maximum for ABC plan of:

Single	\$5,692
Two Person (Employee & Spouse)	\$11,385
Family	\$15,525

If an employee changes to the ABC Plan 1 during the annual open enrollment period, the District maximum amount for the medical premium will be prorated between the number of months on the Choices II plan and the number of months on the ABC Plan 1

The employee contribution 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.

- a. For those full time employees not choosing health coverage, Pak B shall consist of:
 - 1) Life Insurance: \$50,000 with AD&D
 - 2) Dental: 80/80/80: \$1500; 80: \$1,500 (except those with other dental insurance through another source: 50/50/50/50: \$1,300, orthodontics to age 19
 - 3) Vision: VSP-3

The Board shall cover cost of the non-medical portion of the insurance premium for all eligible employees.

And

Employees not electing Hospital-Medical insurance will be entitled to a cash payment of three thousand dollars (\$3,000) annually. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The District and the Association will mutually agree to a Section 125 Plan to implement this. The plan year is January 1 through December 31.

Employees electing cash in lieu must certify they have medical coverage elsewhere. Failure during open enrollment (or the allotted 30-day time frame) to elect coverage from one of the options in Section 2 below for which an employee is eligible will result in the individual being covered in the ABC Plan 1 single subscriber health benefit.

4. Part-Time Employees

An employee assigned to a position which is less than 32.5 hours per week but more than 16.5 hours per week, shall be eligible to receive a pro-rated Board-paid premium of the current MESSA Options 1, 2 or 3 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.

There are no other insurance benefits for an employee assigned to work less than 32.5 hours per week.

If a part-time employee (at least 1/2 time) does not choose health coverage, they will receive a pro-rated amount of Cash In Lieu.

When spouses are both employees of the District, not more than one may select Hospital/Medical coverage unless each must provide medical coverage for a dependent per IRS rules. The other may select the Option program set forth. It is the intent of parties to eliminate double coverage whenever possible.

D. COVERAGE SELECTION

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

1. Employee with Family - unmarried children to age 25. Beyond 25 subject to carrier rules. Medical only for married children to age 25. Does not include children of or spouse of married child.
2. Employee and Spouse or Employee and Child - unmarried child to age 25. Beyond age 25 subject to carrier rules. Medical only for married children to age 25. Does not include children of or spouse of married child.
3. Employee Only
4. Option Plan

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

When spouses are both employees of the District, not more than one may select Hospital/Medical coverage unless each must provide medical coverage for a dependent per IRS rules. The other may select the Option program set forth. It is the intent of parties to eliminate double coverage whenever possible.

E. 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. MESSA short term disability insurance will no longer be offered through payroll deduction. However, employees currently taking MESSA short term disability who choose to convert to *The Standard* will not be subject to a pre-existing condition limitation. Due to underwriting rules, new enrollments and employees who convert from MESSA short term disability to *The Standard* at any time after this initial enrollment period will be subject to a pre-existing condition limitation.

F. WORKERS' COMPENSATION

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

During the first 12 months an employee is qualified for workers' compensation, there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, death benefit, accumulated leave days, vacation and seniority. If the employee is on workers' compensation for less than one half of his/her normal work year, longevity shall continue to be earned.

Following the first 12 months of disability, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease. If the employee is still disabled at the end of the 12 month period, he/she may, at the employee's expense, continue health, dental and vision coverage for a period not to exceed the time allowed by the federal law known as COBRA.

G. LIGHT DUTY

Light Duty assignments may be utilized for employees receiving workers' compensation benefits for injuries sustained while working for Grand Rapids Public Schools and who are temporarily unable to perform the essential functions of their regular position.

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

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

H. UNIFORMS

1. The Board shall provide on or about October 1 of each year the number of uniforms or number of dollars to each employee as follows (if the Board

provides uniforms the employee shall wear them while he/she is employed):

- a. Employees shall receive a Safety Shoe allowance of \$100.00 per year provided the eligible employee presents a receipt for purchase of same within thirty (30) days following the purchase and these shoes are a job requirement. If the full \$100.00 is not needed for the safety shoes/boots, the employee shall be allowed to use the balance at that merchant for insoles
- b. Food Services shall receive a clothing allowance as follows:
 - 1) Employed less than 3 hours per day \$27.50
 - 2) Employed 3 but less than 5 hours \$39.00
 - 3) Employed 5 but less than 7 hours \$50.00
 - 4) Employed 7 hours or more \$65.00
- c. Maintenance, Operations, Grounds and Supply staff shall be provided five (5) shirts every two (2) years. Employees who are issued shirts will be required to wear them while on duty. Shirts may not be altered or defaced.

*Plus a shoe allowance of \$75.00 per year for one (1) pair of white shoes.

2. Each employee shall be responsible to clean and maintain the uniforms furnished to him/her and shall wear the uniform properly while on duty.
3. All employees will be required to wear District issued ID's at all times while on duty.

I. COMMERCIAL DRIVERS LICENSE

The Board shall reimburse each employee for the cost of Commercial Drivers License renewal, provided same is required to perform his/her assigned function.

J. ASSAULT

1. If an employee, acting in the line of duty, is assaulted as defined by The School Code and District Policy, the incident shall be immediately reported to the District representative.
2. An employee who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and

procedures for a work related injury, including completing the Employee Injury Report.

3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while s/he 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 chicken pox, impetigo, or head lice. Illness shall be covered under sick leave provisions of their contract. The provisions 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 workers' compensation is paid, the Board shall pay the difference between the sum of 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 her/his position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims of liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employee's rights and privileges included in this Agreement.

K. PROPERTY DAMAGE

In the case of the destruction of the employee's property by a student(s) while an employee is acting in the line of duty and while the student(s) is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, watches (maximum reimbursement for watches \$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 and the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor in which such damage occurred. The District will not reimburse for loss or damage to jewelry, CD Players, Ipods, MP3 Players, radios or cameras or other items not related to the performance of their job duties.

L. TUITION REIMBURSEMENT

After six (6) months 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 Form shall be completed by the employee and submitted to the Benefits Office at least ten (10) days prior to the beginning of the course.
- b. Such courses must be for college credit or workshop equivalent to college credit. In addition employees shall be reimbursed for Community Education courses related to the employee's regular assignment. In all cases, the content of the courses must be work-related and/or part of a formal degree program.

2. Eligibility

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

9 semester hours or 12 term hours

The class must be taken the same year in which it is reimbursed. For a class that begins prior to September 1, and concludes after September, the eligible reimbursement year is based on when the course is completed.

- b. Tuition will be reimbursed based upon the actual charge per semester or term hour at the undergraduate rate up to a maximum of Grand Rapids Community College, Western Michigan University, or Grand Valley State University, whichever is highest. The amount shall be pro-rated for part-time employees.
- c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.

3. Reimbursement Procedures

- a. Upon completion of an approved course, the employee shall complete a GRPS Tuition Reimbursement form. The completed form along with a copy of the earned grade and proof of payment for the course shall be submitted to the Benefits Office for processing.
- b. The Board shall process the claim according to its policies and procedures in effect for all other billings.

4. Workshops

- a. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate.
- b. Reimbursement Procedure
 - 1) A course approval application form should be completed by the employee and submitted to the Benefits office at least ten (10) days prior to the workshop.
 - 2) Upon completion of an approved workshop, the employee shall complete a tuition reimbursement form along with a copy of his/her certificate of completion or participation and an itemized receipt. The workshop reimbursement request must be submitted to the Benefits office within 60 days of the payment of the workshop.

M. 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/her 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 (s).
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 locked, 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 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 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.
7. At least two (2) estimates from reputable local businesses shall be attached.
8. All reimbursement requests must be submitted within 60 days of payment for the damage.

N. RETIREMENT BENEFIT

1. Any employee who has reached the age and service requirement of the Michigan Public School Employees' Retirement System (MPSERS) {currently age 46 years for MIP and age 55 for BASIC} and has completed at least ten (10) years of consecutive service with the Grand Rapids Public Schools shall receive, upon retirement, payment for unused sick leave days (accumulated at the time of retirement) as outlined below:
2. The designated beneficiary, or the surviving beneficiaries of any employee who dies and who has 10 or more years of service with the District and is eligible for retirement, shall receive all unused accumulated leave days based on the daily retirement rate of pay of \$35.00 for accumulated leave time. If the employee's death occurs after complying with the early retirement notice requirement, the beneficiary shall receive \$50.00 per day rate.
3. In accordance with MPSERS requirements of either Basic or MIP, each retiring employee has the option of using accumulated 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. This amount may be set up as a payroll deduction and forwarded to MPSERS to facilitate this purchase.
4. Special Pay Plan

The payment for accumulated leave days or vacation days, if applicable, will be placed in a Special Pay Plan 403(b) 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 the

authorized company a distribution in cash or self-direct the investment of his/her 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 Special Pay Plan 403(b) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.

O. LONG TERM DISABILITY INSURANCE

1. Each full time (32.5 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.
3. For those employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue the full PAK at the Board's expense for the first six months. For the next six months, the Board shall continue the employee's then existing health only coverage.

P. FLU SHOTS/HEP B INOCULATIONS

1. 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.
2. Reimbursement will be processed after appropriate documentation is submitted to Human Resources. Reimbursement will only be processed within 60 days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business Office.
3. 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.

Q. FLEXIBLE BENEFITS PLAN

1. Pre-tax Health Insurance Premiums
Eligible insurance contributions will be deducted pre-tax.
2. Flexible Spending Accounts
The following flexible spending accounts will be available to full-time employees that have been employed at least one year with the District:
 - a. Medical Spending Account
 - b. Dependent Care Spending Account

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

Due to IRS rules, there will be no flexible spending account (FSA) available for medical (health/dental/vision) for employees participating in ABC Plan 1. However, an FSA will be available for dependent care for all eligible employees. The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in MESSA ABC Plan 1.

R. PAYROLL DEDUCTION FOR OTHER PROGRAMS

Payroll deductions will be available for the following programs:

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

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ARTICLE 8
VACATIONS AND HOLIDAYS

A. VACATIONS

1. General Conditions

- a. Vacation time is earned and computed on a fiscal year basis (June 30 of each year).
- b. Vacation earned for 52 week employees during any given fiscal year must be taken during and before the end of the following fiscal year unless an alternative procedure is agreed to by the immediate supervisor and with approval of Human Resources.
- c. Arrangements for vacations must be made with and approved by the employee's supervisor in advance. If more employees want a certain vacation period than can be spared at that time, preference shall be given to the employee with the longest period of service in that department.
- d. Vacation pay will be paid on the regular day for that period which the employee was on vacation.
- e. Upon termination of an employee's service, the earned unused vacation shall be allowed and paid to the employee.

2. Length of Vacation for Full-Time Employees

- a. Each employee employed for less than one (1) year, but more than six (6) months, shall be granted one (1) day for each five (5) weeks or major part thereof of continuous employment but shall not exceed nine (9) days.
- b. Each employee having continuous employment of one (1) year or more but less than seven (7) years shall be granted ten (10) days.
- c. Each employee having continuous employment of seven (7) years or more but less than fifteen (15) years shall receive fifteen (15) days.
- d. Each employee having continuous employment of fifteen (15) years or more but less than twenty-three (23) years shall receive twenty (20) days.

- e. Each employee having continuous employment of twenty-three (23) years or more shall receive twenty-three (23) days.

Chart for 52 Week Employees – corresponds with wording above:

- 6 months to 1 year..... less than one year but more than six months; time will be prorated based on days and hours worked (maximum 9 days)
- 1 year through 6 years 10 days
- 7 years through 14 years..... 15 days
- 15 years through 22 years.....20 days
- 23 years and over.....23 days

At the beginning of the fiscal year the earned vacation from the previous years is placed into each employee’s vacation bank. Each employee has one year (July 1 – June 30) to use the vacation time or it will be forfeited, unless prior arrangements are made and approved by Human Resources.

The first year of “full” employment shall be considered if the employee began working on July 1 of the fiscal year of earning. If an employee begins working after July 1, then the first “full” year will be the next fiscal year for the purpose of determining how much vacation is allocated.

Each 52 week employee working less than eight (8) hours per day and/or less than twelve (12) months per year shall be entitled to a pro-rated vacation allowance, which is granted to full-time employees both in number of days per year and number of hours per day.

3. Length of Vacation for Non-52 Week Employees:

- a. Each employee employed for less than one (1) year, but more than six (6) months, shall be granted a prorated amount based on the days and hours worked, the amount shall not exceed seven (7) days.
- b. Each employee having continuous employment of one (1) year or more but less than eight (8) years shall be granted eight (8) days.
- c. Each employee having continuous employment of eight (8) years or more but less than sixteen (16) years shall receive twelve (12) days.

- d. Each employee having continuous employment of sixteen (16) years or more but less than twenty-four (24) years shall receive sixteen (16) days.
- e. Each employee having continuous employment of twenty-four (24) years or more shall receive eighteen (18) days.

Chart for Non-52 Week Employees:

- 6 months to 1 year..... less than one year but more than six months, time will be prorated based on days and hours worked (maximum 7 days) as noted in 9A,3a
- 1 year through 7 years 8 days
- 8 years through 15 years..... 12 days
- 16 years through 23 years..... 16 days
- 24 years and over..... 18 days

A non-52 week employee wishing to use earned vacation time (earned within the current fiscal year) must fill out a non-52 week vacation request form. The employee is only allowed to use what they have earned up to the date of the vacation request. Vacation time will be prorated for partial fiscal year for employees who work less than the entire fiscal year.

The first year of “full” employment shall be considered if the employee began working before October 1 of the fiscal year of earning. If an employee begins working after September 30, then the first “full” year will be the next fiscal year for the purpose of determining how much vacation is allocated.

- 4. Each employee working less than fifty-two (52) weeks per year and who is eligible for vacation, shall be paid for such time in lieu of time off the assignment unless changed by mutual agreement between the employee and administration.
- 5. The Food Service employees who are not required to attend Professional Development Days and exam days during their work year shall be able to use paid vacation time, earned sick time, or personal business leave days on those days. This shall also apply to District Closed Days.
- 6. Employees shall be able to use earned vacation time and personal business days over the Winter and Spring Break.

B. HOLIDAYS

1. General Conditions

Each employee is eligible for holiday pay provided:

- a. The employee has thirty (30) calendar days of continuous service as of such holiday.
- b. The employee completes his/her last scheduled work day prior to the holiday and commences work at the scheduled time on his/her next scheduled work day after the holiday.

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

- c. In the event an employee is unable to work the days before or after the holiday because of proven illness or injury, requirement "B. I.b." above shall not apply.

2. Number of Days for 47 - 52 Week Employees

Each employee will be entitled to the number of hours per day he/she normally would work for each of the following holidays each year: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.

3. Number of Days for 38 - 40 Week Employees

Each employee working the school year - 40 weeks per year shall be eligible to receive pay for the number of hours he/she would normally work per day for: Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, Good Friday and Memorial Day.

- 4. Whenever a designated holiday falls on a Saturday, it will be provided on the preceding Friday. Whenever a designated holiday falls on a Sunday, it will be provided on the following Monday. In event two holidays fall on Saturday and Sunday (e.g., Christmas Eve and Christmas Day) then holidays will be provided on Friday and Monday.

2013-2014	2014-2015
Independence Day / July 4, 2013	Independence Day / July 4, 2014
Labor Day / September 2, 2013	Labor Day / September 2, 2014
Thanksgiving / November 27-28, 2013	Thanksgiving/ November 24 – 25, 2014
Christmas Eve / December 24, 2013	Christmas Eve / December 24, 2014
Christmas Day / December 25, 2013	Christmas Day / December 25, 2014
New Years Eve / December 31, 2013	New Years Eve / December 31, 2014
New Years Day / January 1, 2014	New Years Day / January 1, 2015
Good Friday / April 18, 2014	Good Friday / April 3, 2015
Memorial Day / May 26, 2014	Memorial Day / May 25, 2015

C. THE FOLLOWING EMPLOYEES SHALL NOT BE ENTITLED TO HOLIDAY PAY:

1. Employees who are on Board approved leave of absence without pay.
2. Employees on suspension. In the event that an investigation proves the employee's innocence, holiday pay will be reinstated.
3. Employees who are laid off.
4. The employee has not completed the last scheduled work day prior to the holiday or does commence work at the scheduled time on the next scheduled work day after the holiday. GRESPA agrees that there is no difference between this and B.1.b

D. PERSONAL LEAVE DAY

GRESPA employees shall be provided, three (3) personal business days for each fiscal year.

1. The request for personal leave day shall be made, in writing, on forms provided for such leave and submitted to the supervisor for approval by the supervisor or designee at least five (5) calendar days in advance except when circumstances do not permit advance notice.
2. The leave date is not in conjunction with a vacation or holiday.
3. Personal days are not available during the first one hundred twenty (120) days of employment.
4. The unused personal day shall accumulate as accumulated leave time.

5. Employees may sell back 1 unused personal business day at the rate of \$65.00 for full time employees. The amount shall be pro-rated for part-time employees.

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ARTICLE 9
LEAVE OF ABSENCE

A. LEAVE WITHOUT PAY

1. Employees may, at the discretion of the Superintendent or designee, be granted leave of absence without pay. Employees must apply for Leave of Absence through Human Resources.
2. Requests for leave without pay shall be in writing and shall be signed by the employee and given to Human Resources. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee, in writing by Human Resources.
3. Absence without leave approval may be cause for disciplinary action.

B. LEAVE OF ABSENCE WITH PAY DUE TO ILLNESS OR BEREAVEMENT

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 (not to exceed twelve (12) days per year for 52 week employees or ten (10) days per year for school year employees. The number of hours granted should 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. The District will use progressive discipline. It may use previous discipline to render more severe discipline up to and including termination.

C. USE OF ACCUMULATED LEAVE

Accumulated Leave may be used for the following reasons:

1. Due to personal illness, injury or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Workers' Compensation Law, such leave time may be used to supplement workers' 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 his/her ability to collect short term and long term disability).
2. Leave time due to the illness or injury of an immediate relative (Immediate family is as defined below) shall not exceed nine (9) working days per occurrence unless the employee is on an approved FMLA leave. If the

employee does not qualify for FMLA due to scheduled work hours, but they are approved for B of E leave and provide documentation from a certified medical care provider that they are the primary care giver for an immediate family member, the employee may be eligible to use more than nine (9) working days per occurrence. The maximum number of days the employee may be eligible to use is 60.

3. Bereavement - Leave time because of the death in the immediate family (spouse, children, siblings, parents, mother/father in-law, daughter/son in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, 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. (For GRESPA this will state 16 hours for full-time employees and pro-rated for less than full-time employees). Additional time may be taken as allowed by the Superintendent or designee.
4. Leave time because of illness or injury of a relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.
5. Accumulated leave may be used in increments of 15 minutes for non-exempt employees.

D. APPROVAL OF ACCUMULATED LEAVE TIME

1. 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. Failure of the employee to give such notification as is reasonably possible prior to their scheduled starting time may result in denial of leave pay for that day.

2. 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. 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.
3. If an employee is returning from a personal illness or injury and the District has reason to believe the employee is not yet medically fit to return, the District 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.

4. Accumulated sick leave time shall terminate upon severance of employment except when a leave of absence is granted by the Board under the Leave of Absence provisions of this Agreement.
5. Accumulated leave time shall be held in abeyance upon suspension of employment except when a leave of absence is granted by the Board under the Leave of Absence provisions of this Agreement.

E. COURT APPEARANCES

1. In the event an employee is summoned for jury duty during his/her scheduled work year, a special paid leave of absence, not deducted from the employees accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.
2. Pay received from the court for jury duty in excess of five (5) days of service shall be reimbursed to the Board with the exception of mileage.
3. Court Appearances District Related
 - a. 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.
 - b. If the employee is subpoenaed to appear for a student related matter, the employee must contact Human Resources upon receipt of the subpoena. Human Resources will assist the employee with adherence to Board of Education policies and laws and regulations regarding student educational privacy rights. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of Board policies, laws and regulations occur.
 - c. 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.

4. Court Appearances Not Related to Work

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

F. MILITARY LEAVE

Military leave shall be in accordance with all federal and state laws and regulations. The District agrees to pay the difference between the employee's regular rate of pay and any pay received from the military for a period of up to six months of active military duty, or the length specified in the employee's military orders, whichever is the shorter period of time. Health care benefits, including medical, dental and vision, shall be coordinated with any such benefits offered through the military. If the employee is not eligible to receive the same level of such benefits through the military for the employee and the employee's dependents as offered by the District through this Agreement, then District benefits shall continue in effect for the same period of time, so the employee and the employee's eligible dependents shall not suffer any loss of such benefits under this Agreement.

G. CHILD CARE

1. The Board shall grant a leave without pay, not to exceed one (1) year, to any employee who is to be absent from his/her position for the purpose of caring for a child who is placed in his/her residence or may be placed as a newborn, adopted, or is awarded in the employee's legal custody by a court of competent jurisdiction.
2. Any employee placed on such leave shall not be employed elsewhere during the period covered by the leave. If so employed, the leave is void and therefore canceled.
3. The employee will be returned to the position the employee occupied prior to the beginning of the leave or to an approximate equivalent position.
4. Said leave, including the FMLA (where applicable) shall not exceed one year.

H. OTHER LEAVES

1. The Board may grant leave with pay for other purposes.
2. Association Release Time -

To conduct Association business with representatives of the Board's management staff, the Board shall grant 100 hours per year of paid time to conduct Association business. Additional hours may be provided. In such cases the Association shall reimburse the Board at the employee's hourly rate.

3. Career Exploration or Education Leave -
The Board may grant up to one (1) year without pay to allow an employee to explore an alternative career or education.
4. 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.

I. TERMINATION OF BENEFITS

1. For each employee who is placed on official leave of absence without pay, all benefits except earned vacation and accumulated leave terminate at the end of the month in which the leave began except as may be required by law. Earned vacation, and accumulated leave may be preserved at the employee's discretion but shall not accrue during such leave.
2. Each employee who becomes disabled shall be granted his/her sick leave accumulation and earned vacation days. Following the exhaustion of total paid time (i.e., sick leave accumulation and vacation) all benefits above terminate at the end of the month.
3. When the benefits terminate, the employee may, at the employee's expense, continue health, medical insurance, dental and vision reimbursement coverage for a period not to exceed the time allowed by federal law known as COBRA.

J. FAMILY AND MEDICAL LEAVE ACT (FMLA)

1. It is understood by the parties that the District shall provide Family and Medical Leave as required by law. Family and Medical Leave shall run concurrently with other applicable leaves of absences. Employees shall be required to use any available accumulated leave (which will be coordinated with any District offered disability policy) time during a Family and Medical Leave, as permitted by law.
2. Seniority shall continue to accrue during the FMLA leave.

K. RETURN FROM LEAVE

1. Employees shall be returned to the position from which the leave was granted for any leaves not lasting longer 26 weeks, provided the position exists.
2. Employees who are on an approved leave of absence lasting longer than 26 weeks shall not be guaranteed the same position.
3. Employees returning from a leave of absence lasting between 26 weeks and 12 months or the exhaustion of paid medical leave if more than 12 months, may bid to an open position for which they are qualified or they may displace a least senior employee in the classification which the employee held prior to taking the leave of absence, provided the employee is qualified for the position.
4. Employees who are unable to return after 12 months of leave, or exhaustion of paid vacation, personal business, and sick leave and who have not successfully bid into an open position for which they are qualified, shall be considered as resigned.
5. No unpaid leave of absence shall be extended beyond 12 months.

This section does not allow employees to request an unpaid leave for up to 12 months to then request the use of accumulated leave time to extend a leave of absence.

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ARTICLE 10
SENIORITY, LAYOFF, RECALL, DISCIPLINARY ACTION &
DISPLACEMENTS

A. DEFINITIONS

1. "Seniority" means continuous service as a member of the unit. Seniority shall be calculated from the employees first day of work. In the event that more than one bargaining unit member has the same first day of work, their positions on the seniority list shall be determined by the numerical value of the last four digits of their social security number. Once the seniority date is determined it shall be final.
2. "Department Seniority" means continuous employment in a specific recognized department of the Board represented by the Association (see Article 2, Section A).
3. The word "layoff" means reduction in the work force for any reason with re-employment rights.
4. The word "discharge" means severance of employment with no re-employment rights.
5. "Qualified" shall be defined as meeting those qualifications specified in the job description.

B. SENIORITY

1. There shall be a seniority list for each of the departments establishing the length of service that the employee accrued in the department. There shall also be an Association seniority list for the bargaining unit. The seniority lists shall be maintained by Human Resources and published for the bargaining unit annually.
2. Seniority shall be lost and employment terminated if:
 - a. the employee quits, retires or is discharged:
 - b. the employee is laid off for more than 36 months or length of service (seniority) whichever is less.
 - c. the employee fails to return to work upon expiration of leave (unless an extension has been granted).

- d. the employee is absent three consecutive work days without providing notice to the Board unless good reason exists for the failure to notify.
3. If an employee transfers to a position outside the collective bargaining unit, unless employee returns to such unit, then his/her former seniority shall be reinstated. Seniority shall not accrue during the period of time the employee served outside of the bargaining unit. After the third year, the employee shall lose one year of Association seniority for each one year out of the bargaining unit.

C. LAYOFF AND RECALL PROCEDURE

Layoff

1. If a layoff occurs for any reason and probationary employees are employed in these departments where layoffs shall occur, they shall be the first to be laid off. The Board shall not be required to recall any probationary employee who was laid off.
2. If layoffs are required, employees shall be laid off according to the inverse order of seniority in that department, provided the Board is not required to keep any employee in a position for which he/she is not qualified. In the event of a layoff in a department, the employees laid off shall have the right to assert seniority in any department and/or position in which they have previously served and for which they are qualified.
3. Unless the employer and the Association mutually agree otherwise, layoffs will occur where necessary in lieu of a reduction in hours.
4. Employees to be laid off shall be notified, in writing, of any layoff a minimum of fifteen working days before layoff begins.

Recall

1. When the work force is increased following a layoff, employees laid off above shall be recalled in the inverse order of layoff, by department, provided that the Board is not required to recall any employee to a position for which he/she is not qualified.
2. Notice of recall shall be made by U.S. mail to the employee's last known address provided to Human Resources, with a copy to the Association. It is the laid off employee's responsibility to notify Human Resources of his/her current address. The Board may precede written recall notice with a telephone call.

3. Recall may be made by telephone or if the employee has no telephone, by letter sent to the employee's address provided to Human Resources. If the employee fails to report to work on the date of return stated in the recall notice, (s) he is conclusively presumed to have voluntarily quit unless (s) he:
 - a. is disabled and is unable to notify the Board because of such disability, or
 - b. is disabled from working, in which case (s) he is required to provide satisfactory medical evidence of such disability to Human Resources before the end of five (5) days. It is the employee's responsibility to keep the Board apprised of the disability status and to provide advance notification of a return to work date; or
 - c. Is employed elsewhere, in this case, Human Resources shall have the discretion to grant an extension of the date to return to work so that the employee may comply with any notification requirements of the other employer. If the employee does not return to work on the original report date specified (or the extended date, if so granted) she/he shall be presumed to have voluntarily quit.
4. A laid off employee who is recalled to a position which is lower in pay, hours, and/or benefits shall have the right to accept or refuse the position without adversely impacting the employee's recall rights.

D. DISCIPLINARY ACTION

1. For each new employee, the first 120 days of employment are a probationary period. During this period, the employee may be discharged by the Board for any reason at any time.
2. The Superintendent or designee may discipline any employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just-cause leading up to and including discharge.
3. No non-probationary bargaining unit member shall be disciplined without just cause. A bargaining unit member shall be entitled to have an Association representative present during a meeting from which the employee or supervisor reasonably expects disciplinary action may result. The Board will provide reasonable opportunity for the employee to secure such representation.

E. RESPONSE TO DISCIPLINE

Any bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing by presenting a copy to either his/her supervisor or Human Resources. The response shall be permanently attached to the written discipline and placed in the employee's personnel file. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

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**ARTICLE 11
HOURS OF WORK**

A. WORK SCHEDULES

Individual work schedules and/or changes thereto showing employee's shift, work days and hours shall be furnished to each employee by his/her immediate superior only after receiving approval from the supervisor.

First shift assignment start times will be as follows:

Operations – to be posted as follows:

Two (2) weeks prior to summer break

Two (2) weeks before classes begin

Two (2) weeks before winter break

Two (2) weeks before spring break

After each break, start times will revert to the previous schedule

Supply - 7:30 am

Maintenance - 6:00–8:00 am (volunteers will be sought first with the selected candidate needing to have the necessary qualifications and the present ability to perform the essential functions of the position in an effective and efficient manner as stated in the job description)

Grounds (times vary based on weather conditions)

Food Service (times vary based on building schedules)

For future vacancies, the District will set the work-week and work hours for the employees. Employees will be given a two week notice of change.

Start times may be adjusted in an emergency situation but revert back to the prior schedule when the emergency no longer exists.

2nd shift start time shall be posted and will require a two week notification of any change.

2. Each employee shall be prepared to begin work at the time as scheduled. Each employee working over four (4) hours per day shall receive one-half (1/2) hour of non-paid uninterrupted lunch period. Each employee may take his/her lunch period away from the work site.

3. All hours worked within a shift shall be continuous except for the lunch period, which shall not exceed one (1) hour.

B. NORMAL WORK WEEK AND ASSIGNMENT

The normal work week and assignment (including part-time employees) shall be within the period of Monday A.M and Friday P.M. If it is desired to establish a non-normal work-week for a position, the same shall be established by mutual agreement between the administration and the Association.

C. REST PERIODS

Each employee assigned to work four (4) hours or multiples thereof shall be provided a fifteen (15) minute rest period during each one-half (1/2) shift. Whenever practicable, the rest period shall be scheduled at the middle of each such period. Rest periods shall be taken on the work site unless the employee is in transit between work sites.

D. CLEANUP

At the close of the work day, equipment and tool cleanup shall be scheduled to be finished at the final quitting time. Prior to lunch and quitting time, five (5) minutes will be allowed for personal wash-up and/or changing of clothing

E. TIME AWAY FROM THE JOB

Personal time away from the job shall take place only if approval is received from his/her immediate supervisor.

F. EXTENDED WORK YEAR FOR FOOD SERVICE EMPLOYEES

1. When a school year employee continues to be employed during the summer in his/her regular position, the wage and benefits for the position in which he/she is engaged shall be in force pro-rated to the time worked.
2. Summer positions will be posted to all employees by May 1 of each year or as soon as the positions are approved. When a school year employee desires summer employment in a position other than his/her regular position, in work that is normally performed within the departments subject to this Agreement, he/she shall submit, his/her request to Human Resources under the normal posting practice. Such requests shall be granted in the following order:
 - a. Department representative - one for each division;

- b. If no department representative applies, a department steward with highest seniority; or
- c. Department seniority,

Provided the employee, as determined by the administration, is qualified.

Each employee hired shall be paid (no other benefits provided) at the established summer rates which are not included in this Agreement.

- 3. Students, summer and/or seasonal employees and/or other temporary help shall not displace employees from employment who are covered by this Agreement.

G. DISTRICT CLOSED DAYS

- 1. GRESPA employees who are not requested to work have the option of using previously earned compensatory time, earned vacation, personal business or earned accumulated leave (sick) time, at the employee’s choice. Employees also have the option of not being paid for the day.

2013-2014 Schedule	2014-2015 Schedule
July 5, 2013	July 4, 2014
November 27, 2013	November 26, 2014
January 20, 2014	January 19, 2015
April 4, 2014	TBD

- 2. On Martin Luther King Day and Mid Winter Break, employees who are not assigned to work shall have the option of taking the day on an unpaid basis or using compensatory or vacation time.

H. SCHOOL CLOSING DAYS DUE TO EMERGENCY/INCLEMENT WEATHER

- 1. In the event of a school closing (caused by inclement weather or other emergencies) all employees assigned to District Emergency Response Teams (DERT) in each Department shall report to work and receive their normal pay.
- 2. Employees who are not assigned to the District Emergency Response Teams shall have the option to use sick time, vacation, compensatory time, personal business day, receive a full day’s pay, or they may request the day without pay.

3. The District shall create DERT no later than September 1st of each year and notify the GRESPA President and team members in writing no later than September 15th of each year.

I. FOOD SERVICE MAKE-UP DAYS

As determined by Department.

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ARTICLE 12
VACANCIES AND PROMOTIONS

A. JOB VACANCIES

1. Posting of Vacancies

The board shall notify all GRESPA employees by email and post via the web, newly created or vacant positions within the bargaining unit. Within five (5) working days after notice is provided, any employee in the bargaining unit may notify Human Resources that he/she is interested in applying for the position, via the online bidding process.

- a. The District and the Association agree that it is important for both parties to be supportive and encouraging to those employees who wish to advance in their career. Furthermore, both parties equally understand that neither shall usurp the posting by specifically seeking out candidates to fill (future) open positions.
- b. Current assignments of employees may be adjusted upon agreement of the employee, the District and the Association.

2. Award of the Vacancy

The District shall award job vacancies on the following basis:

Qualifications for vacancies are defined as follows: The employee has the necessary qualifications and the present ability to perform the essential functions of the position in an effective and efficient manner as stated in the job description. If these criteria are met, then the employee with the greatest departmental seniority shall be granted the position.

- a. The District will first award the position to a qualified employee within the department. If more than one employee in the particular department has applied for the position, then the employee with the greatest departmental seniority will be awarded the position, provided that employee is qualified.
- b. If no employee within the department has applied for the particular job classification and sector, then the District will award the job to another employee within the GRESPA unit, who has applied for the classification and sector provided the employee is qualified.

- c. By mutual written agreement between the District and GRESPA, an employee may be required to transfer from a dissatisfactory situation into a vacant position in the department in another sector/classification, which has no outstanding internal transfer request from another employee with the department.
3. Students, summer employees and/or temporary help shall not displace employees from employment who are covered by this Agreement.

B. AWARDED POSITIONS

1. When a permanent vacancy occurs in the positions covered by this Agreement, which the District wishes to fill, employees will be allowed to bid on these positions in the same manner as provided in section A. The District may temporarily assign an employee to perform a permanent new job or vacancy until the position has been awarded under this section or otherwise filled by the District. Employees who receive an award of a job under this section shall be disqualified from receiving another advancement or transfer for a period of twelve months from the date of their promotion.
2. When a job vacancy becomes available under Section A (1), departmental employees not in the classification of the vacancy will be given preference over employees in other departments and new hires. The District will award the job to the most qualified employee, and where qualifications are relatively equal, to the more senior qualified employee based on departmental seniority. In considering an employee's qualifications to perform the required work, the District shall consider the employee's skill, ability, experience, training, productivity, work performance, work record, attendance record, dependability, and seniority. Employees who do not possess the minimum qualifications as outlined in the job description, shall not be considered in determining the qualified employee. If no current employee within the department with the opening possesses the minimum qualifications, then the District will encourage candidates from outside the department within the GRESPA unit. If no employee in the GRESPA unit possesses the minimum qualifications, then the District shall encourage candidates from outside the collective bargaining unit.
3. An employee whose classification changes due to a promotion under this section shall serve a trial period of six months in the new classification. During this period, the employer may return the employee to the next available vacant position in the former employee's classification.

C. JOB SHARE

Two (2) employees may agree to share one (1) position with written approval of the immediate supervisor and the Superintendent and/or designee. It is agreed, that both parties (Association and Board) will meet to discuss the feasibility of such a job share, however the following criteria are considered to be minimum:

1. Both employees shall be qualified for the position.
2. The employees will both assume the classification of the position.
3. The employees must agree to accept full-time employment in the event the other employee in the shared position terminates employment.
4. A leave of absence without pay shall not be available to one (1) employee unless: (a) the other employee agrees to assume the position full-time, or (b) an acceptable alternative is available, (c) the employee is disabled, or (d) eligible for FMLA.
5. In the event of a layoff, the employee not laid-off has the option of (a) or (b) above.
6. Both employees agree to participate fully in required functions of the position such as evening work or other duties as assigned by the Administrator.
7. Both employees will be allowed insurance coverage pursuant to Article 7, Section B.
8. Both employees will sign a Job Share Agreement with a beginning and ending date that will be retained in Human Resources and shall be considered for renewal upon the recommendation of the immediate supervisor of the employees.
9. In the event that a job sharing situation is deemed unworkable by the immediate supervisors, the employee who originally held the position when the job sharing began will be offered the position full-time. If, however, the original employee does not accept the full-time position, it will be offered to the other job sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 13, Section 1.

D. JOB DESCRIPTIONS

The Board will provide the Association with copies of job descriptions. Upon request of the Association, the Board will discuss either existing job descriptions or proposed changes.

ARTICLE 13
MISCELLANEOUS

A. AGREEMENT COPIES

The Board shall provide all employees with a CD copy of this Agreement and shall provide all new employees with a CD copy of this Agreement within one (1) week from the date of hire. Additional CD copies will be available in the departmental office. GRESPA will provide 12 paper copies to the District.

B. SPECIAL TRIPS - SUPPLY DEPARTMENTS and FOOD SERVICE.

Special runs in Supply and Food Service shall be made available on a revolving seniority system, whereby the driver who is requested to take a special run shall go to the bottom of the seniority list of available drivers.

C. INFORMATION

Employees are required to provide Human Resources with the address to which all notices are to be sent and the telephone number, if they have a telephone, where they are to be called. The Board may rely upon such address and telephone number for all purposes under this Agreement.

D. EVALUATION

1. The supervisor will meet with the employee and discuss the evaluation prior to placement of the evaluation in the personnel file. The employee will sign the evaluation form acknowledging only receipt of the evaluation and may thereafter attach a statement to the evaluation. Such rebuttal statement will be completed within five (5) days of the meeting. Bargaining unit members may provide input of documented performance related issues, but shall not complete the formal evaluation forms, nor shall Bargaining unit members be considered the evaluator. All formal evaluations shall be conducted by supervisors from their area of operation.
2. Employees who are evaluated as being unsatisfactory shall be provided with a plan of assistance.

E. PROBLEM SOLVING

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.

F. LUNCH ON HALF DAYS – FOR ELEMENTARY ONLY

Lunch will be served on all District half-days.

G. ATTENDANCE POLICY

Parties agree to enter into a letter of understanding, which will incorporate the following language: GRESPA acknowledges that it declined the opportunity to negotiate over an attendance policy incorporating disciplinary measures for excessive absenteeism.

H. This provision allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. (See Appendix E)

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ARTICLE 14
STRIKES AND PENALTIES

A. NO STRIKE

The Association nor any person acting in its behalf nor any individual employee will cause, authorize, support or take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his/her work position, or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.

B. EMPLOYEE PENALTY

Willful violation of this Agreement and/or Article by any employee or group of employees will constitute just cause for discharge and/or the imposition of discipline or penalties.

C. ASSOCIATION PENALTY

In the event of a violation of this Article by the Association, the Board of Education shall have the right to seek injunction relief and damages against the Association.

D. LOCK-OUTS

The Board agrees that it will not lockout employees.

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ARTICLE 16- Duration

ARTICLE 16
DURATION

Except where otherwise indicated, this Agreement shall be effective on July 1, 2013 and shall remain in effect until June 30, 2015.

Re-negotiation of this Agreement for a future period of time shall be commenced by giving written notice to the other party on or before April 1, 2015.

IN WITNESS WHEREOF the parties have caused this Agreement to be extended on their behalf by their duly authorized representatives.

THE BOARD OF EDUCATION OF
THE GRAND RAPIDS PUBLIC SCHOOLS

GRAND RAPIDS EDUCATIONAL
SUPPORT PROFESSIONALS
ASSOCIATION

by Wendy S. Falt
Its President

by Greg O. Albert
Its President

by Ward V. Rountree
MEA Uniserv Director

by Micky Savage
Its Chief Negotiator

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APPENDIX A WAGE SCHEDULES

The following pages contain Salary Schedules for 2013-2014. Steps will be granted in the 2013-2014 school year but not in the 2014-2015 school year.

2013-2014

There will also be a \$100 off schedule stipend paid to 52 week employees on steps 1-4. There will also be a \$200 off schedule stipend paid to 52 week employees on step 5. Both stipends are to be paid by the second pay period upon execution.

2014-15

Enrollment incentives will be paid on schedule if audited 2014-Fall enrollment loss is less than 700 students compared to audited Fall 2013 enrollment. Incentive range from 0.25% to 2% depending on the loss of students. Payment will be made in a lump sum in May 2015. See below Schedule A.

Blended Enrollment	Salary Increases
699-600	.25%
599-500	.50%
499-400	.75%
399-300	1.0%
299-200	1.25%
199-100	1.5%
99-0	2.0%

OPERATIONS						
STEP	<u>H001</u>	<u>H002</u>	<u>H003</u>	<u>H004</u>	<u>H005</u>	<u>H022</u>
1	12.75	12.89	13.42	14.47	15.24	15.67
2	13.11	13.38	13.93	14.93	15.51	15.99
3	13.68	13.99	14.45	15.50	16.13	16.57
4	14.01	14.34	14.76	16.11	16.67	17.12
5	14.33	14.65	15.08	16.69	17.29	17.79
STEP	<u>H006</u>	<u>H007</u>	<u>H008</u>	<u>H107</u>	<u>H114</u>	<u>H010</u>
1	16.82	17.04	17.83	15.02	18.05	10.14
2	17.27	17.55	18.33	15.43	18.51	
3	17.82	18.04	18.79	15.96	19.07	
4	18.39	18.54	19.39	16.41	19.68	
5	18.97	19.29	20.06	16.66	19.99	

- H001 - CUSTODIAN 1, GROUNDS LABORER 1
- H002 - CUSTODIAN 2, GROUNDS LABORER 2
- H003 - CUSTODIAN 3, GROUNDS LABORER 3
- H004 - HEAD CUSTODIAN 1, GROUNDS MAINTENANCE 1, OPERATIONS SPECIALIST 1
- H005 - HEAD CUSTODIAN 2, GROUNDS MAINTENANCE 2, OPERATIONS SPECIALIST 2
- H022 - HEAD CUSTODIAN 3, GROUNDS MAINTENANCE 3, OPERATIONS SPECIALIST 3
- H006 - SECTOR LEADER 1
- H007 - SECTOR LEADER 2
- H008 - SECTOR LEADER 3
- H107 - UTILITY TRUCK DRIVER
- H114 - HEAD GROUNDS
- H010 - PART-TIME UTILITY CLEANER

SUPPLY

Step	<u>H104</u>	<u>H006</u>	<u>H113</u>
1	15.82	16.82	18.30
2	16.25	17.27	18.77
3	16.81	17.82	19.36
4	17.29	18.39	19.94
5	17.78	18.97	20.49

- H104 - TRUCK DRIVERS, SUPPLY ROOM CLERK
- H006 - SHIPPING & RECEIVING SPECIALIST
- H113 - MUSIC SPECIALIST

MAINTENANCE							
STEP	<u>H023</u>	<u>H020</u>	<u>H021</u>	<u>H015</u>	<u>H018</u>	<u>H019</u>	
1	12.75	14.46	15.24	17.40	18.42	19.56	
2	13.10	14.93	15.50	17.91	18.97	20.14	
3	13.68	15.49	16.12	18.46	19.49	20.66	
4	14.01	16.11	16.65	18.97	20.13	21.11	
5	14.33	16.51	17.14	19.54	20.61	21.75	
STEP			<u>H118</u>	<u>H104</u>		<u>H016</u>	
1			17.40	15.82		12.05	
2			17.92	16.25		12.29	
3			18.56	16.81		12.78	
4			19.02	17.29		13.30	
5			19.54	17.78		13.70	

H023 - MAINTENANCE LABORER

H020 - TRADES HELPER I

H021- TRADES HELPER II

H015 - DRAFTSPERSON /PAINTERS/EMS-OPI

H016 DRAFTSPERSON II

H018 - HEATING, AIR CONDITIONING, ELECTRICIAN, PLUMBER, STEAMFITTER, WELDER, CABINET MAKERS, CARPENTERS, PLASTER, ELECTRONIC TECHNICIAN AND ASBESTOS ABATEMENT SPECIALIATIONS-1

H019 - STATE AND CITY LICENSED PLUMBER, ELECTRICIAN, HEATING, AIR CONDITIONING, CERTIFIED WELDER, DESIGNING & DRAFTING, EMS-OP. II, PROJECT COORDINATOR & ASBESTOS ABATEMENT SPECIALIST-2

SEMI-SKILLED/SKILLED TRADES:

H118 – STATE OR NATIONAL CERTIFIED MASTER HEAVY DUTY TRUCK MECHANIC

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FOOD SERVICE							
STEP	<u>H203</u>	<u>H201</u>	<u>H204</u>	<u>H205</u>	<u>H208</u>	<u>H215</u>	
1	11.06	11.37	10.50	9.43	18.11	9.58	
2	11.95	12.24	11.00	9.99	18.63	10.15	
3	12.98	13.29	11.82	10.50	19.11	10.66	
4	13.91	14.21	12.68	11.00	19.57	11.18	
5	14.52	14.83	13.19	11.42	20.26	11.57	
STEP	<u>H107</u>	<u>H108</u>	<u>H209</u>	<u>H218</u>			
1	15.17	16.12	11.42	17.38			
2	15.58	16.55	12.22	17.83			
3	16.12	17.14	13.01	18.38			
4	16.57	17.61	13.79	18.97			
5	16.99	18.05	14.73	19.57			
STEP	<u>MEH203</u>	<u>MEH201</u>	<u>MEH204</u>	<u>MEH205</u>	<u>MEH209</u>	<u>MEH215</u>	
1	11.26	11.57	10.70	9.63	11.62	9.78	
2	12.15	12.44	11.20	10.19	12.42	10.35	
3	13.18	13.49	12.02	10.70	13.21	10.86	
4	14.11	14.41	12.88	11.20	13.99	11.38	
5	14.72	15.03	13.39	11.62	14.93	11.77	
STEP	<u>MRH203</u>	<u>MRH201</u>	<u>MRH204</u>	<u>MRH205</u>	<u>MRH209</u>	<u>MRH215</u>	
1	11.46	11.77	10.90	9.83	11.82	9.98	
2	12.35	12.64	11.40	10.39	12.62	10.55	
3	13.38	13.69	12.22	10.90	13.41	11.06	
4	14.31	14.61	13.08	11.40	14.05	11.58	
5	14.92	15.23	13.59	11.82	14.84	11.97	

- H203 - MANAGER/SATELLITE
- H201 - MANAGER/PRODUCTION
- H204 - COOK/BAKER/ALA-CARTE
- H205 - PRODUCTION & UTILITY
- H215 - PRODUCTION & UTILITY/SATELLITE
- H208 - MANGER/COMMISSARY PROGRAM
- H107 - TRUCK DRIVERS/ROUTE
- H108 - WAREHOUSE DRIVER/STOCK UTILITY
- H209 - COOK COMMISSARY PROGRAM
- H218 - WAREHOUSE LEAD PERSON / FACILITIES MAINTENANCE MANAGER

NOTE: CLASSIFICATIONS H201, H203, H204, H205, H215 ONLY - LEVEL II AND III SHALL RECEIVE AN ADDITIONAL TWENTY CENTS AT EACH LEVEL BASED ON REQUIREMENTS

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APPENDIX B FOOD SERVICE DISPLACEMENT

The parties will meet before Spring Break of each year to reach mutual agreement to prepare for the following year's staffing.

During the month of April (except for Spring Break), the displaced employees will be given a list of current and proposed new Nutrition Services' positions. Positions currently assigned will also include the seniority date of the employee.

Each of the displaced employees will be asked to submit a Desired Location Form for the following fall within five (5) working days. This signed form will only be an indication of where displaced employees think they will want to work.

Based on the information gathered from the Desired Location forms, the District will provide the Nutrition Services' positions list to any employee who will be affected by the first round of bumps or upon request. This list will include the current start and end times for these positions.

The District will ask this next group of displaced employees to submit their Desired Location Form to Human Resources or Nutrition Services within five working days.

The following process will be used for displaced members.

- a. Each displaced or underemployed member may "bump" less senior member(s) in order to achieve his/her desired number of hours. They will indicate their choice(s) on the Desired Location form. Their final choice will be confirmed at the Desired Location Confirmation meeting. The employee can change his/her choice up until the final confirmation.
- b. The desired number of hours must keep the member within the same benefit coverage he/she had before being displaced.
- c. A member who is "bumped" is then considered to have been displaced.
- d. Members having lost any portion of their present total hours resulting in a lessening of benefit coverage are to be considered as totally displaced and may bump accordingly for the portion lost or their total hours. The member shall select their desired locations and hours on the Desired Location Form.
- e. Displaced members shall make their choices in order of seniority. Thus the highest senior member shall always make choices before a less senior member.
- f. A displaced member must make selections from the present, new or open staffing lists, but he/she must remain in the same benefit coverage.

- g. The positions marked with an asterisk (*) are alternate school calendar positions and will follow the alternate school calendar. (This may affect benefits.)
- h. Some positions are temporary and will be marked with a double asterisk (**). If an employee accepts a temporary assignment, they will not be considered displaced at the end of this assignment.

If, at the end of his/her assignment, there are no comparable positions available (benefit coverage), the employee with the temporary assignment would then be considered displaced.

When needed, Human Resources will present a Resolution of Layoff to the Board of Education. Upon approval of the Resolution, Human Resources and the Association will conduct a Desired Location Confirmation meeting during the same week as the Board of Education Resolution. This meeting can take place by speakerphone. At this time the original employees who were displaced/under-employed will confirm their intent to bump to a particular position. Formal paperwork will follow.

If this process is not completed at the Desired Location Confirmation meeting, an additional meeting will be held to complete the process

Affected Nutrition Services employees will be allowed to bump only into the same or similar classification. They will be limited to positions that are the same or less benefit coverage.

A displaced employee will be one whose building has been closed, moved, eliminated, merged or has been “bumped” by a member whose position has been eliminated.

An under-employed employee will be one whose classification has been involuntarily changed where a lower rate of pay is in effect or where his/her hours have been involuntarily reduced to the point where it adversely affects his/her benefit coverage.

Manager H208 can bump other H208, H203, H205 or H215.

Manager H203 can bump other H203, H205 or H215.

Satellite Prod & Utility H215 can bump other H215 or H205.

Production & Utility H205 can bump other H205 or H215.

Ala Carte H204 can bump other H205 or H215.

Please note: The District has been reducing H204 and replacing with H205.

Other Nutrition Services' positions not identified above will be handled as needed.

**APPENDIX C
OPERATIONS SECTOR LISTING**

North Region

Creston High Sector 1

Aberdeen
Beckwith
City High/Middle
East Leonard
Kent Hills
Lincoln Campus
Palmer
Service Building

Union High Sector 2

Blandford Farm
CA Frost
Covell
KEC Oakleigh
Pine Building
Shawmut
West Leonard
Westwood Middle

Harrison Park Sector 3

Lexington
North Park
Riverside North
Riverside South
Sibley
Stocking
Straight
Wellerwood

South Region

Ottawa High Sector..... 4

Alexander
Alger Middle
Franklin Campus
Ken-O-Sha
Mulick Park
Ridgemoor
SEAC
Shawnee Park
Sherwood

Central High Sector 5

Coit
Congress
Eastern
Fountain
Hillcrest
MLK Leadership Academy
Mayfield
Montessori Middle
Vandenberg

Burton Middle Sector..... 6

Brookside
Buchanan
Campau
Cesar E. Chavez
Dickinson
GR Ford Middle
Jefferson
Kensington
Roosevelt
SWCC

APPENDIX D
MEA Groups
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 Professionals 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 access¹. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this Agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.
6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this Agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

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

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

¹ 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.

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 his/her 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.

The remainder of this page intentionally left blank.

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 (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 nor 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.

APPENDIX E

Association Response to Emergency Financial Manager Provision

The clause contained in Article 14 H. is included in this agreement because it is legally required by state law. The Association did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable

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