

AGREEMENT

between the

BOARD OF EDUCATION

of the

**GRAND RAPIDS
PUBLIC SCHOOLS**

and the

**GRAND RAPIDS
ASSOCIATION**

of

**EDUCATIONAL OFFICE
PERSONNEL**

2006-2007

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THIS AGREEMENT is made and entered into on the 19th of June, 2006 by and between the GRAND RAPIDS PUBLIC SCHOOLS, hereinafter referred to as the "Board", and the GRAND RAPIDS ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL/MEA/NEA, hereinafter referred to as the "Association".

ARTICLE 1

RECOGNITION

Section 1. Association Recognized

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the employees as hereinafter defined.

Section 2. Definition of Employee

The term "employee", when used in the Agreement shall refer to all employees employed in positions represented by the Association.

Section 3. Positions in Association

A. The Board recognizes the Association as the sole and exclusive bargaining representative for all of the employees in the Association. Employees in the Association shall include any employee whose principal responsibilities are office procedural such as secretary, clerk, receptionist, typist, data input operator, technical non-exempt and any other regularly paid office personnel (Position List dated January 2002) including temporary and part-time employees as hereinafter defined except the following who are excluded:

- 1) Superintendent (1)
- 2) Board of Education (1)
- 3) Labor Relations and Legal Services (2)
- 4) Business Services (1)
- 5) Managerial, professional and exempt positions.

B. The following positions will be recognized as GRAEOP positions when the incumbent vacates the position:

- 1) Administrative Secretary for Chief Operating Officer
 - 2) Trainer, Technology
 - 3) Technician, Help Desk
- C. No credit toward seniority within the Association shall be given to employees for the time worked while in an excluded position.
- D. The parties agree that GRAEOP reserves the right to seek MERC unit clarification on any of the exempt positions during the life of the contract.

Section 4. Negotiation with Association

The Board hereby agrees not to negotiate with any employee organization other than the Association with respect to the wages, hours and other working conditions of the employees in the unit as defined herein for the duration of this Agreement provided that any individual employee may, at any time, present grievances and have them adjusted without intervention of the Association if the adjustment is not in violation of the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

ARTICLE 2

EMPLOYEE RIGHTS

Section 1. Joining Association

Each employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and negotiations and other lawful activities for mutual aid and protection. The Board will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of the rights conferred by Act 379 of the Michigan Public Acts of 1965 and the Constitution of the United States. The Board will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of membership in the Association,

participation in any lawful activities of the Association for collective negotiation with the Board or institution of any grievance under this Agreement with respect to any term or condition of employment.

Section 2. Use of Board Facilities

The members of the Association may use Board of Education building facilities at reasonable times and hours for meetings of the Association when such buildings are available and operation staff are on duty. The request for building use must be made to the building administrator. The members of the Association may use Board equipment, but not supplies, so long as such use does not interfere with the operation of the Board. The Association shall have bulletin board space for its use. Subject to approval by the Board, the Association shall also be allowed to use the mail (including e-mail) services of the Board and the Telestaff, with prior permission from the Labor Relations Office.

Section 3. Time Off For Scheduled Activities

Association representative members shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled with the Board.

In the event an employee of this unit is requested to conduct business scheduled during working hours, he/she shall notify his/her immediate supervisor (or designee) before he/she leaves and report to said supervisor upon returning. The District shall pay the employee at his/her regular rate for reasonable time spent during his/her regular working hours. Time spent by the employee beyond regular working hours shall not mandate overtime payment. Time will be given for members to conduct Association business with representatives of the District's management staff or events of mutual concern.

Section 4 Association Leave

The District shall grant 100 hours per year of paid time to conduct Association business. Additional hours may be provided. For all hours beyond the 100 hours,

the Association shall reimburse the District at the substitutes hourly rate, if a substitute was obtained. If reimbursed by other sources, the time shall not be counted toward the 100 hours.

Section 5. Employment Security

Each employee may be disciplined in writing only (including disciplinary transfer or termination) by the Superintendent or designee for just cause or failure to perform the duties properly. No employee shall be transferred for disciplinary reasons, demoted or disciplined in writing or terminated without having an Association representative present prior to such action, if the employee so requests.

Section 6. Freedom of Information Act

- A. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resource Services 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.
- B. 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.
- C. The District agrees to notify the employee by either telephone, e-mail 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:

1. race
2. unlisted telephone number(s)
3. personal insurance information
4. social security number(s)
5. bank account information
6. credit union information
7. medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
8. 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
9. 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)
10. 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
11. any disciplinary information more than four (4) years old, unless the disclosure required by law
12. any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
13. student records or references to specific students as required by FERPA
14. evidence concerning authorization to work in the U.S.
15. employer references, as required under Bullard-Plawecki
16. educational transcripts
17. criminal history checks including

- fingerprints
18. documents pertaining to current litigation involving the requesting party
 19. privileged attorney communications, opinions, and work products
- D. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the Employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Personnel. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Personnel Office, but not yet converted to microfiche, shall be considered to be a part of the personnel file.
- E. 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.

ARTICLE 3

BOARD RIGHTS

Section 1. Legal Responsibilities

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of its school district and that under Michigan law, the Board has the necessary authority to discharge all of its responsibilities. 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 staff members; and the establishment and revision of rules and regulations governing and pertaining to the work and conduct of its employees and the right to determine employee qualifications.

Section 2. Managerial Rights

The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law.

Section 3. Agreement of No Violation

The Board and the administrative staff of the Board shall take no action, including the rights of this Article, nor shall they adopt any rules or regulations, which would be in violation of any terms of this Agreement.

ARTICLE 4

COMMITTEES

Section 1. Negotiation Committee

The Board recognizes a negotiating committee not to exceed six (6) employees and an employee designated by the Association as a recording secretary. The Association shall furnish the Board a written list of the members of its negotiating committee. The Board shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the Board and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the Board during the work day shall be entitled to released time without loss of salary provided, however, that negotiations may, at the discretion of the Board, be conducted on off duty hours in an amount not to exceed one-half of the total negotiation time.

Section 2. Grievance Committee

The President of the Association or designee, the Grievance Chairperson or designee and the aggrieved employee shall be granted released time off with pay as is necessary to initiate and process grievances with the Administration and the Board. Arrangements for time off shall be made with the employee's immediate supervisor.

ARTICLE 5

AGENCY SHOP

Section 1. Payment of Dues, Fees, Assessments

Employees covered by this Agreement shall not be required to become members of the Association.

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

Section 2. Manner of Payment

- A. Whenever possible, prior to December 1, the Association shall notify Personnel and Business Services in writing, of the amount of dues, fees, and assessments for the year, and the amount of the service fee for non-members.
- B. Each month the Board will deduct the amount of dues, fees, and assessment from the employee's paycheck and within ten (10) working days shall remit such deduction to the Association upon written authorization from the employee and in a form consistent with the laws of Michigan. The Board shall honor all existing authorization forms presently in its possession where permissible under Michigan law.
- C. When possible, deductions shall be made from the employee's paycheck in equal amounts over the

remaining pay periods of the school year.

- D. At the time the deductions are remitted, the Board shall provide the Association with a list of names of the employees from whom such deductions were made.
- E. An employee may pay dues, fees, and assessments directly to the Association in lieu of payroll deductions. The name of such employees shall be submitted by the Association to the Office of Business Services as soon as possible following the payment.

Section 3. Non Payment

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

wage deductions into an escrow account pending any legal challenges.

Section 4. MEA Policy

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

Section 5. Timelines

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

Section 6. Certification

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

Section 7. Indemnification

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

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

Section 8. Inoperative

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

ARTICLE 6

CHECK OFF

Section 1. Part-Time Employees

If an employee is part-time or temporary, such employee

shall pay membership fees on a pro-rata basis. Temporary or part-time employees are defined as those employees who work less than six and one half (6 1/2) hours per day but at least one-half day or more on a regular basis.

Section 2. Board Obligation

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

Section 3. Terminated Employees

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

Section 4. Employee Change of Status

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

ARTICLE 7

HOURS OF WORK AND OVERTIME

Section 1. Work Week

The workweek for an employee shall be forty (40) hours per week unless otherwise specified by job description. The workday for an employee shall be eight (8) hours¹ per day unless otherwise specified by job description together with a 15-minute break in the morning and afternoon. Each employee shall be entitled to an unpaid lunch period away from the employee's office.

Section 2. Regular and Overtime Pay

¹ The scheduled work hours including start and end times and breaks are determined by the supervisor. If the normal work day is different than 8 hours per day for a full-time 40 hour per week schedule, please notify Human Resources for assistance with the non-normal schedule.

An employee shall be paid straight time up to forty (40) hours per week. When an employee is requested by her/his immediate supervisor and agrees to work overtime, overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) hours for any one (1) week. No overtime shall be accumulated unless authorized by the employee's immediate supervisor.

Section 3. Compensated Time

- A. Earning of Compensatory Time
Compensatory time is measured from the number of hours authorized for the position. Compensated time shall be accumulated at straight time up to forty (40) hours per week and at the rate of time and one-half for all hours worked over forty (40) hours per week. Compensatory payment or time shall be granted as determined by the immediate supervisor. No compensated time shall be accumulated unless authorized by the employee's immediate supervisor.

During the year the amount of compensatory time an employee may accumulate with supervisors prior approval shall be the limit set by the Fair Labor Standards Act (currently 240 - including hours at time and ½).

- B. Year-end Carry Over
At the employee's option, compensatory time may be carried over from year to year only to the extent allowed by law or 40 hours whichever is less.
- C. Position Change
Compensated time shall be utilized or converted to pay prior to transferring or changing positions to another department, location or program.
- D. Upon termination, resignation, retirement, etc.
the employee shall be paid all earned compensatory time.

ARTICLE 8

GRIEVANCE PROCEDURE

Section 1. Definitions

- A. A "grievance" is a claim, by one (1) or more employees, of a violation of this Agreement.

- B. 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 employees provided that 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.

- C. Days. The term day(s) shall mean District work day(s) when used in this Article.

Section 2. 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.

Section 3. Procedure

A supply of the grievance forms shall be on file with the Association and the Executive Director of Labor Relations.

A. 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.

B. Formal Level One

1. If the grievance has not been resolved within five (5) days of the informal level meeting or not later than 20 days after the grievable event (or the time at which the employee or the Association should reasonably have been expected to have had knowledge of the event), the grievance shall be filed in writing with the employees immediate supervisor.
2. Within five (5) 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) days after such meeting. This Level may be waived by the mutual consent of the Executive Director of Labor Relations and the Association President or designee.

C. Formal Level Two

1. 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) days thereafter be transmitted by the employee to the Executive Director of Labor Relations 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.
2. Within ten (10) days of receipt of such grievance, the Executive Director of Labor Relations or designee will meet with the aggrieved and GRAEOP representative to

discuss the issues. A written answer shall be given to the aggrieved and the GRAEOP representatives within twenty (20) days after receipt of such grievance.

3. 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.

D. Formal Level Three

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

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

2. 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.
3. 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.

4. 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.
5. The following matter shall not be the basis of any arbitration: any claim or complaint for which there is another remedial procedure or forum established by law.

ARTICLE 9

LEAVES OF ABSENCE WITHOUT PAY

Section 1. Leaves

Each employee may be granted a leave of absence, without pay, at the discretion of the Superintendent or designee. All benefits shall cease during such leave except as may be required by law, and/or short-term leave up to ten (10) working days.

Section 2. Requests

Requests for leaves of absence, without pay, shall be in writing, signed by the employee stating the reasons and dates and given to the employee's immediate supervisor. Approval or denial shall be, in writing, by the Superintendent or designee.

Section 3. Illness, Injury and Child Care Leave

Each employee shall place, in writing, requests for leaves of absence without pay for the purposes of extended (more than five days) illness, injury or

childcare. Such leave shall be granted for a period not to exceed six (6) months, and for such additional period at the discretion of the Superintendent or designee. The duration of such leave shall be only for such time as requested and approved, unless changed by agreement between the Superintendent or designee and the employee.

Section 4. Military Leave

Military leave shall be in accordance with all Federal and State laws and regulations. It is the responsibility of the employee to submit to the Human Resources office the official documents to support the leave request and re-employment. The leave of absence shall not exceed the time for which an employee will serve in the military.

52-week employees will be given the option of freezing earned vacation time for the remainder of the fiscal year in which the leave began and one additional fiscal year. If the employee has not returned from leave at that time, all earned vacation will be paid off.

Section 5. 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.

Section 6. Other Leaves

The Board may grant leaves for other purposes upon request of the employee.

Section 7. Reinstatement

An employee returning from an approved leave of six (6) weeks or less duration shall be reinstated to the former position. However, the employee on leave from six (6) weeks to three (3) months shall be offered a comparable position if the former position is not open. Any employee on leave for more than three (3) months may return only upon successful bid for posted

positions. If the employee remains unassigned for a period of 6 months, Human Resources shall assign the employee to an open position which is comparable to or lower than the position from which the leave was taken. Seniority shall be retained during such leave, but continuous service credit for benefits shall not accumulate during such leave. It is the employee's responsibility to reapply for all applicable benefits upon their return to active employment.

Section 8. Family and Medical Leave (FMLA)

- A. Upon request, the employer shall grant unpaid leaves of up to twelve weeks for only those employees eligible under the law (currently defined as employees who have been employed at least 12 months and who have worked a minimum of 1250 hours in the 12 months previous to the leave). For the following reasons:
1. the serious health condition of the employee
 2. the serious health condition of the employee's spouse, parent, or child
 3. the birth of a child
 4. the placement of a child for adoption or foster care

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

- B. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
- C. The employee shall have the option of using accrued paid sick leave as defined in Article 10 Sections 2 and 3 and/or vacation during the leave. The remainder of any leave time will be unpaid.

- D. Medical, dental and vision benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work. An employee who does not return at the end of the FMLA will be expected to reimburse the District for the medical dental and vision expenses.
- E. Seniority shall continue to accrue during the leave.
- F. The employee shall have the right to take the leave on a reduced or intermittent schedule.
- G. Whenever practicable, the employee will provide the employer at least thirty calendar days written notice of the request for the leave.

In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.
- H. Employees must meet certification requirements under FMLA. The District may seek review of FMLA requests pursuant to employer rights under FMLA.

Section 9. FMLA LEAVES CONCURRENT

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

ARTICLE 10

LEAVES OF ABSENCE WITH PAY

Section 1. Conference or Convention Leave

The Superintendent or designee may authorize an employee to attend conferences or conventions with pay. Such request for leave shall be in writing and submitted to the Superintendent or designee at least

five (5) working days prior to the leave date requested.

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

Section 2. Accumulation of Leave Days

1. Accumulated leave will not be granted during the first 120 paid days of employment with the District. At the completion of the first 120 paid days of active employment, an employee will have the appropriate number of days (hours) credited to his/her accumulated leave time "bank". Thereafter, employees shall earn and be granted leave time at the rate of one (1) day per month of active employment. The number of hours granted shall be the same as the number of hours worked during a normal workday.
2. Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers compensation will also be considered as active employees for up to twelve months. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered as active employees.
3. Unused sick leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused sick leave time is unlimited.
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 this 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.

Section 3. 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 Worker's Compensation Law, such leave time may be used to supplement Worker's Compensation so that the total amount paid an employee will equal, but not exceed, his/her regular salary for the period of absence from duty. (Please note: if an employee chooses not to use accumulated leave during a Family Medical Leave of absence, they need to be aware it may affect their ability to collect short term and long term disability).
2. Leave time due to the illness or injury of an immediate relative (Immediate family is defined below) shall not exceed nine (9) working days per

- occurrence.
3. Bereavement - Leave time because of the death in the immediate family (spouse, children, siblings, parents, mother/father in-law, daughter/son in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, any minor child living with employee) of an employee shall not exceed nine working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two (2) working days. Additional time may be allowed by the Superintendent or designee.
 4. Leave time because of serious illness or serious injury of a relative beyond the immediate family shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.
 5. Accumulated leave may be used in increments of 15 minutes for non-exempt employees.

Section 4. 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. Risk Management 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 nine (9) months an employee is qualified for workers' compensation, there shall be no interruption in benefits (health/medical insurance, dental and vision reimbursement and death benefit).

Following the nine (9) 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 nine (9) month period, she/he may, at the employee's expense continue health/medical, dental and vision

coverage for a period not to exceed the time allowed by the Federal Law known as COBRA.

Section 5. Personal Business Leave

The parties agree there may be personal conditions or circumstances which may require employee absenteeism for other reasons than heretofore mentioned. The Board agrees such leave, not to be deducted from accumulated leave, may be used under the following conditions:

1. The leave shall be used only in situations of urgency for the purpose of conducting personal business which is impossible to transact on the weekends, after work hours or during vacation periods.
2. The employee shall submit a request on the application form as provided by the Board at least five (5) working days in advance of the anticipated absence except in cases of emergency. In those cases, the employee shall apply as soon as possible. The form must be filed with the principal or immediate supervisor.
3. Such leave shall not be used for seeking other employment, rendering services or working either with or without remuneration for the employees or anyone else, for religious purposes, for hunting, for fishing or recreational activities. Such leave shall not be granted for the first or last days of the school year nor on the first working days preceding or following a vacation period or holiday except for the graduation exercises of the employee's spouse, son or daughter, honors convocation honoring the employee, and for special circumstance(s) for which approval by the Superintendent or designee has been given.
4. Each full-time employee having been employed for at least 120 days shall be entitled to three (3) personal leave days per fiscal year. Unused days will accrue as accumulated leave time.

Section 6. Jury Duty

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

Section 7. Court Appearances District Related

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

Section 8. Court Appearances Not Related To Work

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

ARTICLE 11

HOLIDAYS

Section 1. Holiday Pay

Each full-time active employee shall be paid for one (1) day's pay according to hours normally worked. Part-time and temporary active employees shall be entitled to a pro-rata share of holiday pay based upon the number of hours normally worked, not to exceed 8 hours in a day.

Section 2. Working Before and After

In order to receive pay for a holiday, an employee shall work no less than thirty (30) days prior to the holiday and shall work the last scheduled work-day before and the first scheduled work-day after such holiday. This section shall not apply when there is proven paid illness or paid injury or when a holiday falls within an employee's paid vacation.

Section 3. Holidays

- A. 52-Week Employees -
 - Independence Day
 - Labor Day
 - Thanksgiving Day
 - Friday After Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Good Friday
 - Memorial Day

- B. Non 52-Week Employees -
 - Labor Day
 - Thanksgiving Day
 - Friday After Thanksgiving
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Good Friday

Memorial Day

Section 4. Saturday and Sunday Holidays

If a holiday falls on Sunday, the employee shall have Monday off with pay providing school is not in session on Monday. If it is in session, Sunday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Sunday holiday in addition to pay earned for the time the employee worked during the holiday week.

If a holiday falls on Saturday, the employee shall have Friday off with pay, providing school is not in session on Friday. If it is in session, Saturday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Saturday holiday in addition to pay earned for the time the employee worked during the holiday week.

Section 5. Holiday Pay-Working

If an employee is required to work on any scheduled holiday, such employee shall be paid at the employee's hourly rate times one and one-half plus holiday pay, if eligible for same.

ARTICLE 12

VACATIONS

Section 1. 52-Week Employees

A. Earning Vacation

Vacations shall be earned and computed on a fiscal year basis.

B. Use of Vacation

Vacation earned during any given fiscal year must be taken during and before the end of the next fiscal year with the following exceptions:

1. Each 52-week employee shall be able to carry over unused vacation to the next fiscal year, if desired, with the approval of their supervisor.

The employee shall be responsible to inform payroll, in writing, via the immediate supervisor, no later than June 1 of each year, when exercising the above option. Any days extended into the next fiscal year and not used by the end of that fiscal year will be forfeited.

2. In the event an employee does not choose Option 1 and/or does not use all of her/his earned vacation days by the end of the fiscal year, the unused days, not to exceed five (5) days, will be credited to the employee's accumulated leave bank, all other vacation days will be forfeited.

C. Scheduling

An employee shall arrange for vacation with the immediate supervisor. If there is more than one (1) employee desiring to take a vacation at a particular time, preference shall be given according to seniority among the GRAEOP employees.

D. Pay

Vacation pay shall be paid in the same manner as regular pay.

E. Termination

Upon termination of employment, an employee shall be paid for the unused earned vacation.

F. Entitlement First Year

Each employee employed for less than one year shall earn one day for each five weeks of continuous employment not to exceed nine days.

This first year entitlement is to be used after July 1 of the subsequent year. Time shall be prorated after the completion of the seventh (7th), fifteenth (15th) and twenty-fourth (24th) year(s) as follows:

1 year - 7 years	=	10 days
8 years - 15 years	=	15 days
16 years - 24 years	=	21 days
25 years and over	=	24 days

Section 2. Non 52-Week Employees

A. Earning Vacation

Vacation for non 52-week employees shall be earned and computed on a school year basis - August through June of each year.

B. Payment

Vacation for non 52-week employees may, with administration's approval, be taken as follows:

- five (5) earned days may be taken during the school year but not consecutively.
- In addition, earned days beyond the five days mentioned above may be consecutively taken during school vacations, i.e. spring and winter break and on non-instructional days, when the employee is not scheduled to be present at work and is not otherwise compensated.
- The remaining days that have not been taken shall be paid on the First? payday in July . Vacation pay shall be paid in the same manner as regular pay.

C. Transfer of Vacation

Non 52-week employees transferring to a 52-week position shall have their earned vacation placed into her/his vacation bank.

D. Entitlement

Non-52-week employees shall be entitled to one week of vacation with pay after one school year (August through June) of continuous service.

Employees hired after the fourth Friday shall be pro-rated not to exceed one (1) week. After completion of the seventh (7th), fifteenth (15th) and twenty-fourth (24th) years, vacation shall be earned as follows:

1 year	-	7 years	=	6 days
8 years	-	15 years	=	11 days
16 years	-	24 years	=	17 days
25 years and over			=	20 days

E. Termination

Upon termination of employment, non-52 week employees shall be paid said unused earned vacation.

ARTICLE 13

INSURANCE

Section 1 - General Information

All newly hired employees 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 are general only and shall be superseded by and controlled by the terms of applicable insurance policy or plan.

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

1. Each school year employee who is notified in the spring of impending layoff shall have the summer premiums paid by the Board.
2. All other Hospital/Medical, Negotiated Group Term Life, Dental, Vision, Long Term Disability or Cash In Lieu changes will become effective the first of the month following the change in employment status.

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

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

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

Section 2. Coverage Full-Time Employees

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

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

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

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

3. If a full-time employee chooses MESSA Supercare I (SVA2 rider; \$100/\$200 deductible, \$5/\$10 prescription; preventative care rider), the vision program will remain at the VSP2 level, they will pay a monthly cost of \$60 for coverage beginning December 1, 2004 through November 30, 2005. For insurance years beyond November 30, 2005 the rate will be determined by taking the published MESSA rate schedule for Kent County using the "ala carte" or stand alone rate difference between MESSA Choices II and MESSA Super Care I 2003 revision (SVA2 Rider; \$100/\$200 deductible, \$5/\$10 prescription; preventative care rider. This rate will be single, two person or full family, whichever is appropriate. The employee portion for such coverage will be payroll deducted from the employee's payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the Flexible Benefit Plan.

and

Employees not electing Hospital-Medical insurance will be entitled to a cash payment of two thousand dollars (\$2,000) annually, effective December 1, 2004. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The District and the Association will mutually agree to a Section 125 Plan to implement this. The plan year is December 1 through November 30.

Section 3 Coverage Part-Time Employees

An employee assigned to a position which is less than 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 Choices II, as of December 1, 2004 (XVA2 rider; \$5/\$10 prescription) health only rate (non-PAK rate) at the level of coverage needed by the employee (single, two person or full family). The balance of the premium for such coverage will be payroll deducted from the employee's payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the flexible benefit plan.

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

There are no other insurance benefits for an employee assigned to work less than 32.5 hours per week. If a part-time employee (at least ½ time) does not choose health coverage, they will receive a pro-rated amount of Cash In Lieu.

Section 4. Payroll Deduction for Other Programs

Payroll deductions will be available for the following programs:

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

Section 5. 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 19. Beyond age 19 subject to carrier rules.
2. Employee and Spouse or Employee and Child - unmarried child to age 19. Beyond age 19 subject to carrier rules.
3. Employee Only
4. Option Plan

Section 6. Additional Coverage

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

Section 7. Long Term Disability

1. Each full time (32.5 or more hours per week) bargaining unit member will be provided long-term disability insurance.
2. Due to the rate guarantee, long-term disability insurance will be provided by The Standard during the life of this Agreement at the following coverage level: 66.67% benefits, monthly maximum (varies by contract), 2 year limit on

nervous/mental, 2 year limit on alcoholism/drug; 2 year limit own occupation; \$100 or \$10% minimum benefit; survivor benefit; social security freeze; maternity - same as any other disability; yes-freeze on offsets; 60 Calendar Day Modified Fill, effective December 1, 2004.

3. For those employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue the full Choices II PAK at the Board's expense for the first six months. If the employee is enrolled in SuperCare I Pak, they will need to continue to pay the difference. For the next six months, the Board shall continue the employee's then existing health only coverage.

Section 8. Short Term Disability

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

Section 9 Flexible Benefits Plan

A. Pre-Tax Health Insurance Premiums.

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

B. Flexible Spending Accounts

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

with the District.

1. Medical Spending Account
2. Dependent Care Spending Account

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

Section 10. Offsetting Costs/Rate Stabilization - Need to be written based on new consensus document reflecting 7% - 10% rate stabilization fund for 06-07

The parties understand that financial costs in one area, such as insurance, impact the availability of funds for other areas such as wages and benefits. In reaching this agreement, the parties recognized this and collaborated by offsetting the unexpectedly high increases in benefit costs with compensating reductions in other benefits areas.

If the insurance premiums increase 15% or less for 2005-2006 over insurance premiums for 2004-2005, the salary steps will be increased by an additional ½%, to be paid in a manner mutually acceptable to the parties.

If the premium increase is more than 15%, the amount is taken from the rate stabilization fund, until the rate stabilization fund is exhausted. If any funds remain in the rate stabilization fund, the like amount will be used for compensation. It is expressly recognized that the parties may choose to apply this money to purchase another compensation item should they so mutually agree.

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

ARTICLE 14

MISCELLANEOUS PROVISION

Section 1. Vacant or New Positions

The Board shall notify the employees by e-mail bulletin of all newly created and vacant positions which fall within the classification of employees covered by this Agreement as well as those positions listed in Article 1, Section 3. When vacancies are posted no later than noon on the first business day of the work week employees may notify the Department of Human Resources of interest in a position no later than the end of the 4th business day of the work week. Such notice shall be in writing or e-mail. If an employee meets the qualifications as listed in the position's job description, such employee applying for said position shall be given preference over any person not an employee. If more than one employee applicant meets the posted qualifications, the Board shall consider the applicant's training, experience, performance history, and additional education appropriate for the position. Attendance and punctuality is part of an applicants performance history. Information will be review 1 year back. If there is an attendance/punctuality concern that Human Resources needs to be aware of, the applicant should provide an explanation with their bid form. Where considered factors are equal, the most senior applicant who meets the qualifications will be selected.

The Board will use a standardized testing process administered by Human Resources to assist in determining the qualifications of applicants. The same test will be administered to all applicants for the same position.

Any employee, who has applied for any position with the district and has not been selected, may request and shall be given specific reasons, in writing, on the designated form, within five (5) working days of the decision.

Section 2. Job Sharing

Two (2) employees may agree to share one (1) position with written approval of the immediate supervisor and Human Resource Services.

The employees will both assume the classification of

the position. The employees must agree to accept full-time employment in the event the other employee in the shared position terminates employment.

In the event that a job-sharing situation is deemed unworkable by the immediate supervisor with one month's prior notice, 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 14, Section 1.

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, or (c) the employee is disabled. (In this event, the job share partner will be required to assume the position full-time unless an acceptable alternate is available.)

In the event of a layoff, the employee not laid-off has the option of (a) or (b) above.

Both employees agree to participate fully in required functions of the position such as evening work or other duties assigned by the Administrator.

Both employees will be allowed insurance coverage pursuant to Article 13.

Both employees will sign a Job Share Agreement with a beginning and ending date that will be retained in the Human Resources Office and shall be considered for renewal upon the recommendation of the immediate supervisor of the employees.

Section 3. Promotion

Promotion shall mean an upgrading of an employee's classification in a present or new position. It is the desire of the parties that promotions be made from the positions represented by the Association.

Section 4. Voluntary Transfer

- A. Voluntary transfer shall be in accordance with Article 14, Section 1. The job qualification period for voluntary transfer shall be in accordance with Article 14, Section 8. An employee shall be eligible for no more than one voluntary lateral transfer within a twelve (12) month period. Promotional transfers may occur no more than twice within a twelve-month period. A newly hired GRAEOP employee on probation is not eligible for a lateral transfer or promotion.
- B. Regardless of the restrictions in A. above, any employee working at a satisfactory level may be eligible for a lateral transfer or promotion in the event an external candidate would otherwise fill the position.
- C. The transfer of an unsatisfactory employee, may only be done with approval from Human Resources.

Section 5. Training

- A. Any employee transferring to a new position may be asked by the administration to train her/his replacement for upto 40 hours.
- B. Any employee hired or transferring to a new position will be provided training pertinent to the assignment. The scope and manner of the training will be determined by the Board.
- C. No employee will be directed or expected to provide medical services to students, including the distribution of medications, until the employee has received the minimum recommended training per Board Policy. In addition, GRAEOP employees who provide medical or health services shall receive refresher training.

Section 6. Job Description

All jobs shall have written job descriptions, which shall be reviewed and updated every two (2) years. Job descriptions shall be made available to current

employees via Info Host in order to facilitate the performance of duties.

Section 7. Job Qualification Period

- A. The job qualification period for a current GRAEOP employee who has transferred from one position to another shall be sixty (60) workdays unless extended by the Board for an additional time due to performance concerns. During the sixty (60) workday period, the employee shall have at least one (1) evaluation conference with the immediate supervisor and shall receive a signed evaluation. If it is determined that there are performance concerns the job qualification period will extend another sixty (60) workdays and another evaluation conference will be held. Only a copy of the final evaluation will be placed in the employee's personnel file.

- B. Probationary Period for New Hires
The probationary period for a new GRAEOP employee shall be for one-hundred-and-twenty (120) workdays unless extended by the Board for an additional time. During the one-hundred-and-twenty (120) work day period, the employee shall have at least two (2) evaluation conferences with the immediate supervisor; an informal evaluation at the completion of three months and a formal evaluation at the end of one-hundred-and-twenty (120) work-days. At the completion of the one-hundred-and-twenty (120) workdays a written evaluation, signed by the immediate supervisor and the employee shall be placed in the employee's personnel file.

Section 8. Evaluation

- A. Evaluations for non-probationary employees shall take place by May 1 each year using the evaluation form mutually agreed upon by the Association and the District.

- B. At any time the quality of the work of an employee is deemed unsatisfactory, such employee shall receive a written communication from the immediate supervisor. The Association shall be furnished a

copy of any written warning, reprimand, suspension, or dismissal at the request of the employee.

- C. Any time an employee receives either an unsatisfactory annual evaluation (section A) or a written communication that the employee's work is unsatisfactory (section B), the supervisor will provide the employee with a written improvement plan. It will describe the actions the employee must take to improve, with time lines for achievement of the actions. It will also describe the steps the district and the immediate supervisor will take to assist the employee in the improvement. The plan will include adequate time to provide needed training of the employee. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee's progress. Employees will not be expected to undertake improvement activities on their own time or at their own expense. Except in the case of probationary employees, the improvement plan will last a minimum of sixty (60) workdays.
- D. At the conclusion of the improvement plan, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. It will include a summary statement in which one of the following conclusions is provided:
1. The employee has successfully completed the plan of improvement and is considered satisfactory;
 2. The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement;
 3. With the prior approval of Human Resources and GRAEOP, the employee will be transferred to an available GRAEOP position at the appropriate rate of pay for the position (provided the employee has the necessary qualifications) or;
 4. The employee has not made progress under the improvement plan and is recommended for

termination.

- E. In the event an employee receives an unsatisfactory evaluation; they will have the right to a waiting period of 48 hours before signing the unsatisfactory evaluation for the purpose of consulting with an Association representative.

Section 9. Termination

- A. Any employee who is terminated shall receive at the discretion of the Board either two (2) weeks notice or two (2) weeks pay except for those employees on probation.
- B. Any employee terminated for misconduct shall not receive payment or time as outlined in A, above.

Section 10. Layoff and Recall

In the event the Board determines that it is necessary to reduce the number of employees, the Board shall notify the employees to be laid off in writing at least ten (10) working days prior to the effective date of layoff. Written notice shall either be via personal delivery or through U. S. Mail. Employees shall be laid off in inverse order of seniority within the Association. A laid off employee shall be maintained on a seniority recall list for a period of one year. Employees shall be recalled in inverse order of layoff provided the employee as determined by the administration, (grievable to Level 2), possesses special knowledge and/or skills required for the position to be filled. If an employee fails to report to work within five (5) working days after being notified of recall by U.S. Mail, mailed to the address currently on file in Human Resources, a second notice by Certified Mail shall be sent. If the employee does not respond, they may be terminated unless the time to report is extended by mutual agreement of the employee and the Human Resource Services Administrator.

In the event positions remain unfilled after the open posting, laid off employees shall be recalled in inverse order of layoff provided the employee, as

determined by the administration, possesses special knowledge and/or skills required for the position to be filled. The administration will use the qualifications skill questionnaire and testing if appropriate, to assist in determining knowledge and/or skills needed for placement. Employees who are laid-off may not bid on positions until they are recalled.

Section 11. Forced Transfer

A forced transfer employee is identified as one whose position has been eliminated or substantially reduced.

The District will deliver written notices to employees who are in a position which is being eliminated or reduced (forced transferred) via personal delivery or through U.S. Mail.

If an employee is in a position which is being eliminated or reduced (forced transferred) and based on their seniority they will be laid off, the layoff supercedes the force transfer.

At a date to be determined each year, all employees who have received forced transfer notices, shall receive notice of a special closed posting which will be open for bids. Forced Transferred employees will be required to bid on open positions posted during this special closed posting. Forced Transferred employees must bid on at least one position for which they are qualified. Failure to do so will cause the employee to be placed in an available position and forfeiture of his/her forced transfer rights to maintain pay under this section. The administration will use the qualifications and skill questionnaire and testing if appropriate, to assist in determining knowledge and/or skills needed for placement. (See Article 14 Section 1 regarding qualifications.)

When members of the Association are deemed as "Forced Transfer" these employees will have priority placement in order of seniority over voluntary transfers.

A forced transfer employee shall be offered any vacant position and placed according to seniority, special skills and knowledge without regard to classification. A forced transfer employee shall not sustain a

reduction in hourly wages when there is a comparable position available unless the reduction is voluntary. A forced transfer employee shall be permitted to carry-over all earned compensatory time from the old position to the new position. In the event a comparable position is not available, the forced transfer employee's present hourly wage will continue for one year or until granted a voluntary transfer, whichever is first. A forced transfer employee may not be terminated for refusing to accept a non-comparable position and shall maintain her or his status on the seniority recall list for a period of one year. After one year, if the employee has not returned to a bargaining unit position, then the employee will be terminated from GRAEOP. If the employee is not assigned in the District to another (non-bargaining unit) position, then the District's obligation to the employee shall terminate.

In the event of a forced transfer, the Board shall provide a maximum of 40 hours of relevant technical training. Such training will be made available by Board approved provider.

In a forced transfer situation, when the District posts and fills a position under the collective bargaining agreement, and within twenty (20) workdays it becomes apparent that the job is substantially different from the posted job description, the employee shall be provided the right to transfer to another position without loss of merit pay.

In this event, a forced transfer employee who is awarded a position which within twenty (20) work-days is found to be substantially different², shall be allowed to bid into another position

After the special closed posting, all remaining vacancies shall be posted in an open posting. All GRAEOP employees without a layoff notice shall have the right to bid on these open positions. The contract language regarding movement and postings shall apply.

Section 12. Parking Space

1 Substantially different is defined as one of the following conditions: 1) the position is moved to different department or division than the one posted. 2) The position reports to a different supervisory position (not person) than the one posted. 3) There is a different office configuration. For example, there are fewer or more secretarial positions in the office than at the time of posting (leaves of absences, vacations or other employee leaves do not apply). 4) Any other conditions which GRAEOP and GRPS agree constitutes substantially different.

Each employee shall be furnished with a free parking space.

Section 13. School Closings and Non-Instructional Days

A. Non-Instructional Days and Other School Closings

On the days when school (District) is not in session, (not including winter, spring and summer breaks) any employee who is not assigned to work and who wishes to be paid for the day shall have the choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the day.

B. School Closings for Emergency Purposes (Acts of God/Snow Days)

In the event the District dismisses students and teachers after school has begun, office personnel shall be allowed to leave. If the employee wishes to be paid for any remaining hours in the day, they shall have the choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the remaining hours.

In the event school is canceled before it is in session, any employee who does not work and who wishes to be paid for the day shall have choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the day. Employees who work will receive their normal hourly wage for the hours worked.

C. State of Emergencies - (Declared by Federal, State or Local Officials)

In the case of state of emergencies it is recognized that District buildings will not be accessible and employees will have the options as outlined in B above for compensation.

Section 14. Tuition Reimbursement

Each employee after six (6) months of continuous employment who works at least 16.5 hours per week shall be entitled to tuition reimbursement provided that she/he is not eligible for tuition reimbursement from another source(s) according to the following:

A. Course Approval

1. A GRPS Course Approval application shall be completed by the employee and submitted to the Benefits Office at least ten (10) days prior to the beginning of the course.
2. 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.

B. Eligibility

1. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be nine (9) semester hours OR 12 term hours.
2. Tuition shall be reimbursed based upon the actual charge per term or semester hour at Western Michigan University, Grand Valley State University or Grand Rapids Community College at the undergraduate rate, whichever is highest.
3. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.

C. Reimbursement Procedures

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

Section 15. Automobile Vandalism and Theft

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

1. The employee is acting in the line of duty during his regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student or students.
2. The District will pay a maximum of \$150 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.
3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
4. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
5. The damage was properly reported to the employee's supervisor immediately after discovery of the loss.

In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the building principals or the immediate supervisor.

6. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.
7. At least two (2) estimates from reputable local business shall be attached.
8. All reimbursement requests must be submitted within sixty (60) days of payment for the damage.

Section 16. Job Reclassification Process

- A. An employee can apply for reclassification at any time with the following exceptions:
 1. An employee newly hired from outside the bargaining unit into a position must work at least six (6) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
 2. An employee who was previously in the bargaining unit and who transfers back into a GRAEOP position must work at least six (6) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
 3. An employee who is currently in the bargaining unit and who transfers into a position must work at least three (3) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
 4. An employee who has applied for reclassification and has been denied must wait at least three (3) months after exhausting the appeal procedure before re-applying for reclassification.

- B. The employee who wishes to apply for reclassification must use the approved job analysis form, which is available from human resources and on info host. The employee shall complete the survey instrument and the supervisor shall sign that he/she agrees. If the supervisor does not agree with the document as completed by the employee, the supervisor shall meet with the employee and discuss any concerns. The job analysis document should be updated at this point. If at that point the supervisor and the employee do not agree on the contents of the document the supervisor shall submit the document, but note the disagreements on the job analysis document in the appropriate areas.
- C. Upon receipt of the completed survey form, four trained scorers shall score the survey. (Two will be management representatives and two will be association representatives.) Scorers will not score their own positions or positions that report to them. To the greatest extent possible, any and all notations on the survey instrument that would indicate who the applicant is will be redacted prior to the scorers receiving the survey to score.
- D. Within thirty (30) working days of Labor Relations receiving the completed reclassification survey, the employee shall be informed in writing (or email) of the results.
- E. In the event the position is found to warrant a pay upgrade, the employee shall receive the upgrade retroactive to the date the request was received by Labor Relations. The employee will be placed on his/her current step in the higher pay category.
- F. If a supervisor believes that a position's duties have been significantly reduced and the positions pay level should be reviewed, the supervisor may submit a reclassification document for review by the committee. Within thirty (30) working days of Labor Relations receiving the completed reclassification survey, the employee and

supervisor shall be informed in writing (or e-mail) of the results. In the event the reclassification process shows that the position is found to be in a lower pay category, the employee shall be given written notice that the position's pay grade will be lowered. However, the employee shall be allowed to remain in the position on the current pay scale for 6 months from the date of the receipt of the notice. Any and all normal raises (step increases, negotiated percentage raises, etc.) shall continue to accrue for that employee. During the 6 calendar month period, the employee may transfer to another position or apply for an appeal or for a reclassification request of the position. At the end of the 6 calendar month period, or at the time when the current incumbent employee leaves the position, the position shall be placed in the pay grade indicated by the reclassification process. An incumbent employee remaining in the position at this point shall receive no future raises until such time as his/her pay "catches up" to the pay grade indicated by the reclassification process. In extraordinary circumstances (for example, an incumbent employee who is a few months from retirement), the Reclassification Committee may agree to extend the 6 months.

- G. GRPS and GRAEOP agree to maintain a pool of at least 10 trained scorers at all times (5 from management and 5 from GRAEOP).
- H. GRAEOP and GRPS will jointly conduct training for employees in completing the survey instrument. The training will occur each year. The training shall be announced via email to all GRAEOP members, with at least one week's prior notice. If it is scheduled during an employee's normal work hours, he/she shall be excused to attend without loss of pay. Attendance at the training is voluntary. The training will be planned and conducted by the Reclassification Committee.
- I. Before newly created GRAEOP positions are posted, three trained scorers will score the job description. The position will be posted at the

- level determined by the scoring.
- J. Upon receipt of a pay grade determination, the employee shall have thirty (30) working days to file a written appeal. The appeal must contain additional information or detail about the job, which was not submitted initially. Upon receipt of an appeal, three trained scorers shall score the survey. (At least one of the three will be a management representative and at least one of three will be an association representative.) Within thirty (30) working days of Labor

Relations receiving the completed reclassification survey, the employee shall be informed in writing (or email) of the results.

- K. The Association and the District shall maintain an on-going Reclassification Committee. There shall be equal members from the District and from GRAEOP. The Committee shall meet as needed. The Committee has the responsibility to monitor and change the survey instrument, to modify the factors of the system, to establish the scores that constitute the pay grades, to supervise the training of scorers, to provide the training to employees, determine appropriate grouping of positions and to supervise the implementation of the process.

Section 17. Mileage

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

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

**The request for reimbursement must be submitted on the district standard forms within 60 days of the earliest date for which you are seeking reimbursement.

Payment shall be made in accordance with the rules and regulations of the business office.

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

Section 18. Retirement

Each employee who has reached the age and service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, the amount of \$35.00 per day for each accumulated leave day(s).

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. The amount may be set up as a payroll deduction and forwarded to MPSERS to facilitate this purchase.

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

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

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

Section 19. Seniority Termination

Seniority within the Association shall terminate when:

- A. The employee resigns from the employment of the Grand Rapids Public Schools.
- B. The employee is discharged.
- C. The employee fails to return from layoff or Leave of Absence.

Section 20. Light Duty

Light Duty assignments may be created to utilize persons placed on Workers' Compensation. Such assignments shall be based upon the following criteria:

- A. A job will be created which otherwise would not exist except for a workers' compensation recipient. The job may be one which is currently student filled.
- B. A workers' compensation person would remain in his/her regular employee group. Upon vacancy, such a position would not be open for bids but will be eliminated or filled by a student or another light duty assignee.
- C. Upon recovery from disability, the light duty person would return to the employee group in which assigned at the time of disability.
- D. Assignment and continuation of light duty is at the discretion of the Board.

- E. Light duty employees shall not accrue seniority in GRAEOP.
- F. The number of light duty positions within GRAEOP will not exceed 5% of the total GRAEOP membership. Light Duty staff will not be utilized during a time of layoff of GRAEOP employees. The GRAEOP President will be notified upon placement of light duty individuals.

Section 21. Interest Based Strategies

The parties agree to utilize interest-based strategies as a problem-solving tool. The Association and Human Resources will be responsible for calling meetings as appropriate. The Association and the District will each designate their participants. Letters of Agreement developed through this process will be subject to the normal ratification process.

Section 22. Shared Decision Making

- A. Shared Decision Making (SDM) is a process for improving student learning through the involvement of all appropriate employees in the decision making process through which those individuals responsible for the implementation of a decision at the building/program level are actively and legitimately involved in making decisions.
- B. These conditions govern the SDM process:
 - 1. Modifications of the Master Agreement require the written agreement of the District and the Association.
 - 2. All contract waivers will include a specific start and end date.
 - 3. Participation in the SDM process is voluntary. No employee will be disciplined or suffer adverse evaluation for electing not to participate in the decision making process.
 - 4. The administrator and staff at each building will jointly determine the decision making

process they will use.

5. Shared Decision-Making will occur within the confines of the contract day, if possible.
- C. Disputes in individual programs or buildings regarding the SDM process will be addressed by an Association/GRPS team composed of equal numbers of representatives appointed by the District and the Association.
- D. A District Advisory Committee for SDM will exist for the purpose of providing advice, facilitating training and recommending strategies to support the SDM process. The composition of this committee will be of equal representation from the District and MEA employee groups.

SECTION 23. Physical Assault Or Injury Inflicted By A Student

- A. 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.
- B. An employee who is injured or harmed by a student's act while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.
- C. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including but not limited to: colds, flu, conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke,

etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between the sum and the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in this Agreement.

Section 24. Property Damage

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

Section 25. Flu Shots/Hep B Inoculations

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

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

The series of Hepatitis B inoculations will be provided at no expense to the employee through District payment 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.

Section 26. Wages and Fringe Benefits Designee

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

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

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

ARTICLE 15

WAGES

Section 1. Wages

All pay rate and step increases effective July 1, 2006, excluding summer positions.

WAGE SCHEDULE - 2006-2007 - salary increase determined by money's available from rate stabilization fund

STEP	AA H308	A H307	B H304	C H303	D H302
1	\$13.31	\$12.83	\$12.33	\$11.79	\$10.79
2	\$14.21	\$13.69	\$13.17	\$12.65	\$11.59
3	\$15.11	\$14.57	\$14.03	\$13.59	\$12.55
4	\$16.10	\$15.58	\$15.04	\$14.56	\$13.58
5	\$17.15	\$16.64	\$16.12	\$15.58	\$14.57

WAGE SCHEDULE - 2006-2007- TECHNICAL NON-EXEMPT STAFF

STEP	COMPUTER OPERATOR H309	COMB. HELP DESK/COMPUTER H310	TECHNOLOGY TRAINER/HELP DESK H311	PC TECHNICIAN H312	COMB. PC TECH/ACCOUNTANT H314
1	\$15.69	\$18.39	\$19.07	\$19.54	\$17.96
2	\$16.32	\$19.13	\$19.84	\$20.34	\$18.97
3	\$17.04	\$20.16	\$20.94	\$21.44	\$20.28
4	\$17.95	\$21.50	\$22.39	\$22.93	\$21.90
5	\$18.88	\$22.71	\$23.68	\$24.28	\$23.44

Section 2. Annual Step Progression at the Fiscal Year

The progression from step to step in an employee's classification shall be based on satisfactory annual evaluations until the top step is reached. The employee evaluations must be completed prior to May 1. Exception: voluntary transfer language.

Section 3. Training/Professional Development Stipend

A. Movement from level to level will occur at any time an employee provides documentation to Human Resources that he/she has completed five (5), ten (10) or fifteen (15) clock hours of training. Upon notification, the employee shall be placed on the appropriate pay for professional development effective the next pay period. The pay levels for professional development stipends are below:

Level II - 5 clock hours = .15¢
Level III -10 clock hours = .25¢
Level IV -15 clock hours = .35¢

B. Professional development stipends cannot be obtained until after the employee has passed the new hire probationary period (6 months). However, training taken during the probationary period will be counted toward a professional development stipend.

C. Professional development stipend pay will transfer with the employee to a new position, within the

GRAEOP unit.

- D. In order to maintain the professional development stipend from fiscal year to fiscal year the employee must provide documentation to Human Resources that he/she has completed the appropriate clock hours of training within the past fiscal year. The Board agrees to offer a minimum of 20 clock hours of appropriate training for employees per calendar year during work time. Employees may select training from this menu at no cost to the employee. Supervisors shall not prevent or discourage employees from attending this training. However, time away from work will be scheduled and approved by the immediate supervisor.
- E. The Director of Staff Development shall be responsible for creating and designing appropriate training opportunities. In addition, upon request of the association, he or she may agree to designate training events sponsored by the association as appropriate for the professional development system. The Director of Staff Development shall periodically (but no less than three times per year) notify GRAEOP members of the available training opportunities, which qualify for professional development stipend pay.
- F. In addition, employees may choose to attend and use toward the professional development stipend pay any training offered by other sources after work hours provided the supervisor agrees the training is appropriate. The employee shall not be paid for the time spent training after regular working hours.

Section 4. Longevity

For the purpose of longevity, the number of years of service shall be earned on a fiscal year basis and computed once each year, as of June 30. Longevity will be paid on a pro-rated basis for the amount of actual time worked during the fiscal year whenever an employee leaves the district (for example, retirement, termination, resignation, etc.) during the

fiscal year. This amount will be included in the last paycheck.

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

Longevity will be paid the second pay period of June.

Section 5. Longevity/Computation

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

<u>YEARS</u>		<u>New for July 2006 payment</u>
5	\$ 350	
10	\$ 700	
15	\$1075	
20	\$1470	
25	\$1870	

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

Section 6. Overpayment/Underpayment

The parties agree that where an overpayment or underpayment to a bargaining unit member has been discovered, restitution will be made based upon the amount overpaid or underpaid over the past three (3) years.

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.

Section 7. Shift Premium

Non-Exempt Technical staff who are regularly assigned to report to work after 11:30 a.m. but prior to 8:00 p.m. on regularly assigned work days shall receive .40 per hour over his/her regular salary for the hours worked.

Non-Exempt Technical staff who are regularly assigned to report to work after 8:00 pm but prior to 5:00 a.m. on regularly assigned work days shall receive .45 per hour over his/her regular salary for hours worked.

8. Student Enrollment Incentive - Deferred Compensation

If decline in student enrollment is less than the 800 projected by the Board for the 2006-2007 school year, as reflected by comparing fall 2005 count day audited count to fall 2006 count day audited count according to the following, payment will be made:

799 to 700 decline -	0%
699 to 600 decline -	.25%
599 to 500 decline -	.50%
499 to 400 decline -	.75%
399 to 300 decline -	1%
299 to 200 decline -	1.25%
199 to 100 decline -	1.5%
99 to 0 decline -	1.75%

Center-based students shall not be reflected. Center-based student counts will not count for or against the student count. This comparison will be made after fall 2006 audited counts are received by the district. Payment will be made June 15, 2007 as a lump sum payment. This payment will be based on the base salary amount for each employee.

ARTICLE 16

AGREEMENT AND NO STRIKE AGREEMENT

Section 1. Agreement Terms

This Agreement incorporates the negotiations by the parties and all issues which were subjects of negotiations. During the term of this Agreement, neither party will be required, unless by mutual agreement, to negotiate with respect to any other matters whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

Section 2. No Strike

During the term of this Agreement no employee will engage in any strike, cessation of work, slow down of work, disturbance or interruption of the normal operation of the Grand Rapids Public School system. Violation of this section shall be grounds for disciplinary action up to and including discharge. In the event of violation of this Section, the Board shall have the right, in addition to the foregoing and any other remedies available at law, to seek an injunctive relief against the Association.

Section 3. Copies Of Agreement

Copies of this Agreement shall be reproduced with the printing expense divided equally between the District and the Association. Before printing copies, each bargaining unit member will be offered the option of either having a copy provided on disk or a CD rom. The document will be available on the Info Host.

ARTICLE 17

DURATION

This agreement shall be for a period beginning July 1, 2006 and terminating, inclusive, June 30, 2007.

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

THE BOARD OF EDUCATION
OF THE CITY OF GRAND RAPIDS

GRAND RAPIDS ASSOCIATION
OF EDUCATIONAL OFFICE
PERSONNEL/MEA/NEA

By _____
Its President

By _____
Its President

By _____
Its Secretary

By _____
Negotiating Team Member

By _____ By _____
Chief Negotiator

Chief Negotiator

APPENDIX A

DRUG & ALCOHOL AGREEMENT

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

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

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

2. **Reasonable Suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the

terms of this agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.

3. **Dot or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding dot-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.
4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access². The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)

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

5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all district buildings.

6. **Drug and Alcohol Testing.** All testing will occur at a laboratory certified to conduct dot testing. All testing expenses shall be paid by the Board, unless otherwise stated in this agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP). Employees may request a split sample test. The employee will pay for the analysis of the split sample test at the time of the request. If the analysis of the split sample is below the current N.I.D.A.-like threshold, the Board will reimburse the employee the cost and the test shall be considered negative.

The alcohol test used shall be the breath alcohol test. If an employee produces a positive breath alcohol test (.04 or above), he/she may request a blood alcohol test at employee expense. The Board will consider the results of all tests conducted before determining what, if any

action to take. If the employee is unable to produce sufficient breath volume after three attempts, the employee may be directed by the board to submit to a blood alcohol test at Board expense.

7. **Definition of "at work."** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of "at work."

8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement, will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.

9. **Board Right To Mandate Test Upon Reasonable Suspicion.**

A. **First Incident.**

1. If two trained administrators, using the "Observed

Behavior-Reasonable Cause Record" (which is attached to this agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.

2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.
3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and

cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.

4. The employee may submit a written statement, not exceeding five pages, to be appended to the notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.
5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.

B. **Subsequent Incident (s).** If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with

detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to association representation. The unavailability of a particular association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable suspicion. However, not later than within one scheduled business day after the observation, the trained administrators will submit to Labor Relations the "Observed Behavior-Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.

- C. **Refusal To Test.** Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to

provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.

10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline shall be subject to just cause and the applicable grievance arbitration procedure. Nothing in this agreement will preclude the board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.
11. **Use of another's prescription.** An employee with a positive test who claims that he/she took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person's prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

NOTICE OF RIGHTS

To: _____

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

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

YOUR RIGHTS:

- You have a right to representation from your union (if applicable). You may request this at any time.
- Because this is your first incident, you are not required to submit to drug and alcohol testing.
- If there is a second incident, you will be required to submit to drug and alcohol testing as per the attached agreement.
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.
- We strongly encourage you to seek medical attention or rehabilitation assistance.
- You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the

Board or the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The E.A.P. 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: Labor Relations & Legal Services

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