

AGREEMENT

between the

BOARD OF EDUCATION

of the

GRAND RAPIDS PUBLIC SCHOOLS

and the

GRAND RAPIDS

PUBLIC SCHOOLS

PARAPROFESSIONAL ASSOCIATION

(GRPSPA)

2011-2013

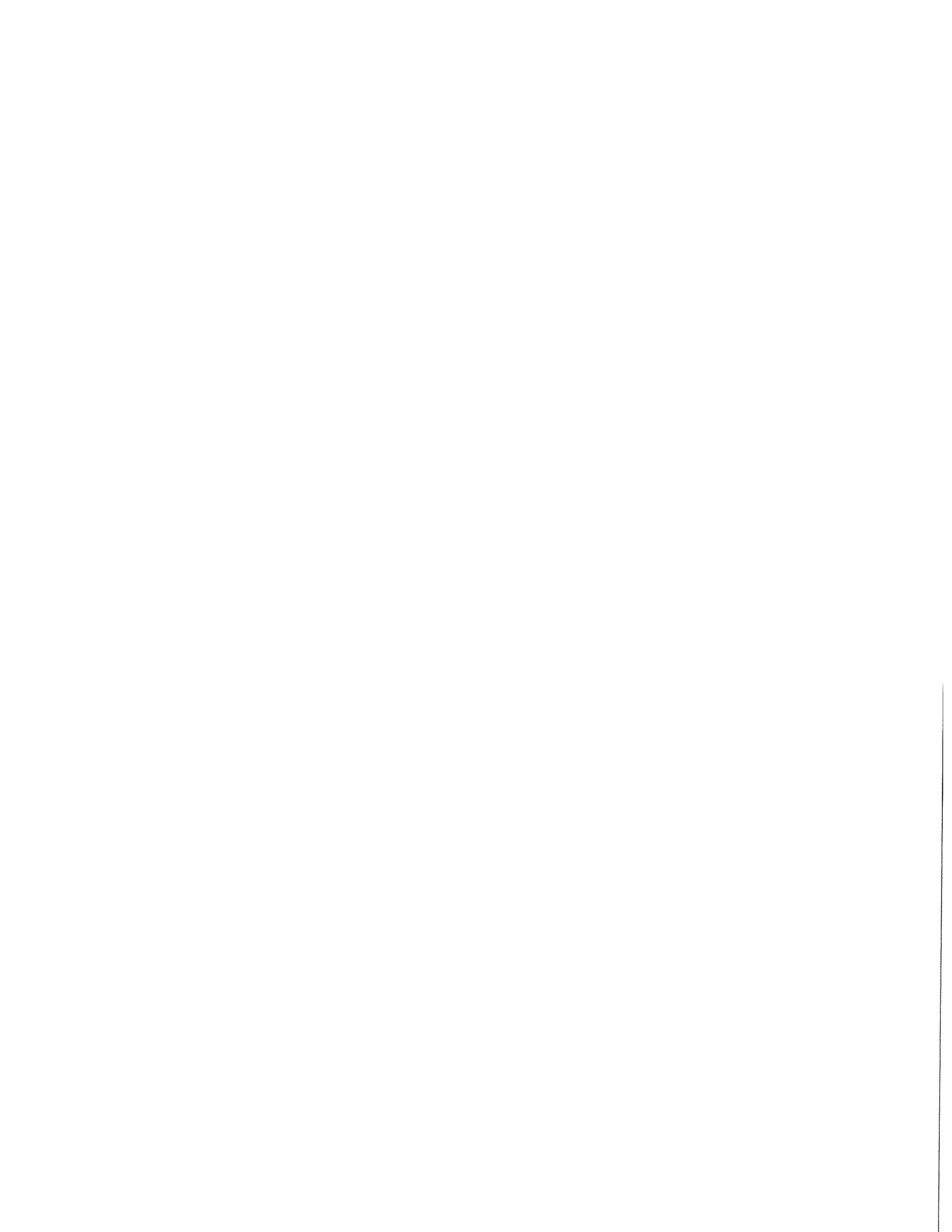


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ARTICLE ONE

AGREEMENT AND NEGOTIATIONS

A. AGREEMENT

This Agreement entered into between the Grand Rapids Board of Education, hereinafter referred to as the "Board", and the Grand Rapids Public Schools Paraprofessional Association (GRPSPA), hereinafter referred to as the "Association".

B. EMPLOYEE DEFINITION

The term "employee", when used herein, shall refer to paraprofessionals included in the unit for collective bargaining as set forth in the recognition below.

C. NEGOTIATIONS DURING THE TERM OF THIS AGREEMENT

1. The Board and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, for the term of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. Matters of common concern may be subject to negotiation during the term of this Agreement upon the request and mutual agreement of both parties.

ARTICLE TWO

RECOGNITION

A. EMPLOYEES INCLUDED

Pursuant to, and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board recognizes the Association as the

exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement for any of the following classifications of employees and any other similar classification as may be created by the Board since February, 1972:

Pre-K through Adult Education (including Special Education)
Instructional Paraprofessionals, including classroom and
One-On-One Paraprofessionals, Day Care
Paraprofessionals/Technicians, Media/Library
Paraprofessionals, Time-Out Coordinators, Locker Room
Paraprofessionals Computer Lab Paraprofessionals, Office
Paraprofessionals, Home School Liaisons, Bus
Paraprofessionals

B. EXCLUDING:

1. Professional and Administrative Employees
2. Students of the Grand Rapids Public Schools System, Tutors and other unionized employees.
3. Substitute Aides
4. Those aides employed only for lunch and/or breakfast programs and accompanying duties.
5. Employees employed three hours or less per day who are assigned to recess and/or other non-instructional paraprofessional duties. These employees shall not be used to replace or take the place of regular Bargaining Unit employees or work.

ARTICLE THREE

ASSOCIATION SECURITY

A. PAYMENT OF DUES, FEES, ASSESSMENTS

Employees covered by this Agreement shall not be required to become members of the Association. As a condition of employment, however, all employees who are not members of the Association shall pay dues and assessments to the Association in an amount equal to the dues, fees, and assessments paid by members of the Association as permitted by law.

B. REMIT TO ASSOCIATION

1. Prior to December 1, the Association shall notify Human Resource Services and Business Services in writing, of the amount of dues, fees, and assessments for the year.
2. Beginning on the effective date of this Agreement, each month the Board will deduct the amount of dues, fees, and assessments 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.

3. When possible, deductions shall be made from the employee's paycheck in equal amounts over the remaining pay periods of the school year.
4. The Board shall provide the Association with a list of the names of employees for whom such deductions were made as soon as practicable.

C. MANDATORY DEDUCTIONS

1. In the event an employee fails to authorize the dues, fees, and assessments established by the Association (as authorized by this Agreement) through payroll deduction, the employer shall, at the request of the Association, deduct the dues, fees, and assessments from the employee's wages and remit same to the Association in accordance with MCL §408.477(1).
2. The Association shall indemnify the Board 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 purposes of complying with the provision of the Agreement regarding mandatory payroll deductions.

D. PAYROLL DEDUCTIONS FOR NEW EMPLOYEES

The Board shall furnish to each new employee hired after the effective date of this Agreement, the authorization for payroll deduction as furnished by the Association and approved by the Board on the day on which other employment forms are given.

E. MEMBER LISTS

The Board shall furnish to the President of the Association, upon request but not more than monthly, a list of all members. This list shall include information regarding the assignments given to each employee, dates of hire, layoff, recall, termination and leave of absence.

ARTICLE FOUR

COMMUNICATION

A. CONFERENCES

Upon the request of either party, a conference will be arranged by the Association President and the Human Resources Administrator or the designated representative. The persons to attend such conference will be agreed upon prior thereto. The agenda shall be made in advance of the conference. The employees attending such conference during working hours shall not lose time nor pay for time spent in such conference.

B. ASSOCIATION REPRESENTATIVE

1. The number of representatives shall be proportional to the number of employees in the work force on a one to thirty ratio. Adjustments to this ratio may be made by mutual agreement between the parties.
2. At the beginning of each school year, the Association will submit to the Assistant Superintendent of Human Resources or the designated representative a list of representatives. Such list will be updated by the Association as changes occur.

C. ASSOCIATION BULLETIN BOARDS

The Board will provide bulletin board space in each building which may be used for Association business.

D. AGENDA AND EMPLOYMENT

A copy of the agenda of official Board of Education monthly meetings shall be furnished to the President of the Association by the administration.

ARTICLE FIVE

BOARD RIGHTS

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

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school system;
 2. Continue its rights, policies and practices of assignment and direction of its personnel, determine number of personnel and schedule all the foregoing;
 3. Direct the working forces, including the right to establish and/or eliminate positions, to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees;
 4. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein;
 5. Determine the qualifications of employees, including physical conditions;
 6. Determine the policy affecting the selection, testing or training of employees.
 7. To establish, modify or change any condition, except those covered by provisions of this Agreement.
- B.** 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 evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations the governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority.
- C.** The listing of specific management rights in this Agreement is not intended to be nor shall be restrictive of or a waiver of any rights or management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.

ARTICLE SIX

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a claim, by one or more employees, or by the Association, of improper application of this Agreement.
2. An "aggrieved employee" is the employee (or employees) who is directly affected and, therefore, will make the claim. The Association is the aggrieved when Association rights have been allegedly violated. Also, the Association may submit a grievance on behalf of the employee, provided all employees are equally and directly affected. Association grievances will commence in writing at Level Two.

B. PURPOSE

1. The purpose of the Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association has been given the opportunity to be present.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled at the disposition of the preceding level. If appropriate action is not taken by the Board within the time limit specified, the grievant may proceed immediately to the next step.

A supply of the grievance forms shall be on file with the Association, the Immediate Supervisor and the Personnel/Labor Relations Administrator.

1. Level One

- a. When an employee decides to process a grievance, the employee shall, within five (5) working days from the date the employee knew or should have known of the occurrence of the grievance, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. If the aggrieved is not satisfied with the disposition from the oral discussion and wishes to pursue the matter further, the grievance shall be reduced to writing and submitted to the immediate supervisor within fifteen (15) working days of the date the employee knew or should have known of the grievance.
- b. Within three working days of submitting the written grievance, the immediate supervisor or the Board's representative shall meet with the aggrieved and the Association representative in an effort to resolve the grievance. A written answer shall be given within five (5) working days after such meeting.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level One or if no decision has been rendered in the time allowed, a letter shall, within five (5) working days thereafter, be transmitted, signed by the Association and the employee, to the Personnel Administrator/Labor Relations or the designated representative and the grievance shall be considered to be at Level Two.
- b. Within ten (10) working days of receipt of such grievance, the Personnel Administrator/Labor Relations or designee will meet with the Association to discuss the issues. The aggrieved will be present at the request of either the Administrator for Human Resources or designee or the Association. A written answer shall be given within ten (10) working days after such meeting.
- c. An Association grievance commencing at this level shall be filed within ten (10) working days of the date that the Association knew or should have known of the occurrence of the grievance.

3. Level Three

- a. If the decision at Level II is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Association within fifteen (15) working days after receipt of the District's decision.
 - b. The power of the arbitrator shall be limited to the interpretation and application of the express terms of this Agreement; and shall not alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
 - c. The Association and the District will select an impartial arbitrator from either AAA or the Michigan Arbitration and Mediation Association (MAMA) in accordance with their rules, which rules shall also govern the arbitration hearing, except as modified by this Agreement.
 - d. The fees and expenses of the arbitrator shall be shared by both parties. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
4. The failure of the aggrieved to proceed from one step of the Grievance Procedure to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future approval or appeal concerning the same grievance.

D. GRIEVANCE HEARINGS

Each employee and any member of the Association engaged in any grievance hearings under the terms of this Article and during regular working hours shall not suffer any loss of wages. There shall be no pay beyond the regular working hours for the time spent at any such hearings.

ARTICLE SEVEN

WORK YEAR, WEEK AND HOURS

A. WORK WEEK

The normal work week for a full time employee shall be not less than 30 but no more than 40 hours per week, excluding lunch.

B. WORKING HOURS

The normal working hours shall be assigned by the Administration. Whenever the State requires an increase in the students' instructional time, the paraprofessionals work day will increase proportionally.

C. STAFF MEETINGS

Each employee who is required to attend staff meetings outside of the regularly scheduled work day shall be paid at their hourly rate.

D. FIFTEEN MINUTE BREAK

Each employee assigned a position of six (6) hours or more per day shall be entitled to two (2) fifteen (15) minute paid breaks per day. It is recognized that extenuating or emergency situations may occur which might preempt the feasibility of taking breaks.

E. OVERTIME PAY

Employees shall be compensated at straight time up to and including forty (40) hours per week. Time and one-half will be paid for any hours actually worked over forty (40) hours per workweek. Overtime, if any, shall be pre-authorized by each employee's immediate supervisor.

F. DUTY FREE LUNCH

Each employee shall be entitled to an unpaid, duty free lunch period equivalent in minutes to the duty free lunch provided for the teachers in the building where the employee is located. Employees may leave their place of work during their lunch periods. In the event that a person does work during the lunch period for the lunch program or otherwise, such employee shall be paid at the employee's regular rate of pay.

G. NON-EARNING/NON-INSTRUCTIONAL DAYS/EMERGENCY SCHOOL CLOSING DAYS/DISTRICT CLOSED DAYS

Any employee who is not assigned to work and who wishes to be paid for the day shall have the option of receiving pay by using accumulated compensatory time. If no compensatory time is available, the employee shall have the option of using earned vacation pay, accumulated leave hours, a personal business day or not being paid for the day at the employee's choice.

Non-Earning/Non-Instructional days do not include winter break, spring break or summer break periods.

In the event school is closed due to an Act of God or emergency reasons any employee who is not assigned to work and who wishes to be paid for the day shall have the option of receiving pay by using accumulated compensatory time. If no compensatory time is available, then the employee shall have the option of using accumulated leave (sick leave), earned vacation pay or a personal day, at the employee's choice. Employees also have the option of not being paid for the day.

H. COMPENSATORY TIME

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. The immediate supervisor will determine if either payment or compensatory time is granted for additional work assignments. No compensated time shall be accumulated unless pre-authorized by the employee's immediate supervisor.

During the year the amount of compensatory time an employee may accumulate and have available in a bank, with supervisors prior approval shall be 32.5 hours (including hours at time and one half).

Year-end Carry Over

At the employee's option, compensatory time up to 13 hours may be carried over from year to year.

Position Change

Compensated time shall be utilized or converted to pay prior to transferring or changing positions to another department, location or program.

ARTICLE EIGHT

WAGES AND BENEFITS

A. WAGES

1. An employee must have worked at least one half of the school year to qualify for a step advancement on the pay schedule. The complete wage schedule is attached in Appendix A.

2. CDA Certification/90 Credit Hour

CDA Certification or Grandfathered: \$200.00 for those working in a position requiring CDA and holding current CDA certification.

OR

90 Credit Hour: \$300.00. Must sub in own building if asked. No extra pay. Maximum of 12 days of day to day subbing per school year.

Day-to-day subbing is defined as occasional subbing. If an employee is asked to sub in one position for longer than 12 days, the employee should contact human resources for further clarification.

All stipend(s) paid in June, adjusted at semester only.

In order to qualify for the 90 Credit Hour Stipend the employee must have on file with Human Resources the following documents:

Official Transcripts - (with seal) or a copy of their teaching certificate - front and back and notarized - from the college or university.

Fingerprint Records which can be obtained from the local Police Department. There will be a one time only charge at time of delivery to Grand Rapids Public Schools.

The District's Human Resource Office will process all paperwork to apply for the yearly teaching permit (*this is an annual requirement*). The State of Michigan will bill you.

3. Longevity

Each full-time employee, i.e. 30 hours per week, for the school year, shall be paid as follows:

Years	
5	\$204
10	\$403
15	\$597
20	\$821
25	\$956

The first year of employment is the entire school year (NOTE: The employee must be employed on or before September 30 of that year).

Longevity shall be paid one-half on the first pay date in January and one-half on the first pay date in July.

B. INSURANCE

All employees shall enroll in eligible benefits within 30 days of hire. New hires will have a 90 day waiting period after hire before coverage begins. Changes in coverage shall be requested within 30 days of their occurrence. Enrollments or change in coverages not reported within the 30 day period shall necessitate the waiting for Open Enrollment to enroll or change coverage.

1. Hospital/Medical

Each full-time employee assigned to a position(s) for a duration of at least the school year, is entitled to the hospital/medical insurance benefit described below. Pro-rated premiums will be paid on behalf of the employees working less than full-time, but at least one-half time. The schedule of payment is as follows:

- 15 hours per week = 1/2 payment
- 17 1/2 hours per week = 3/4 payment
- 30 hours per week and over = Full payment

During the 2011/2012 fiscal year, full time employees will pay 12% of the health/RX insurance premium. Part-time employees will pay 12% plus the appropriate prorated amount.

Effective November 1, 2011, the health insurance plan will have a \$250/\$500 deductible. Savings from the change to the higher deductible plan, will fund a 1x stipend to be paid in June of 2012 for all employees active in June of 2012 in the amount of \$155.93. This amount will be prorated for part time staff.

During the 2012/2013 fiscal year, full-time employees will pay 18% of the health insurance/Rx premium. Part-time employees will pay 18% plus the appropriate prorated amount. If the BOE approves a lesser amount than the 18% employee health insurance contribution in 2012/2013 for the GREA, then the % approved will also apply to the ParaPros (for example: if in 12/13 the GREA employee contribution for health/RX insurance is 15% of the health/RX insurance premium, then the ParaPro employees will pay 15% of the health insurance premium in 12/13).

The parties will meet in April/May of 2012 to discuss potential plan changes for the 2012/2013 fiscal year (effective 7/1/2012). Any savings from plan changes agreed to for the 2012/2013 year, will be utilized to either decrease the employee contribution or provide a lump sum payment to the employees in June of 2013.

OR

Employees not electing Hospital Medical insurance will be entitled to a Cash in Lieu payment of two thousand dollars (\$2,000) annually effective January 1, 2012 (\$1,800 prior to 1/1/12). 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 125 plan to implement this. The plan year for Cash in Lieu is January to December. The Cash In Lieu amount will continue to be prorated for part-time employees.

If five (5) or more employees move to Cash in Lieu vs. health insurance coverage (over the two years of this agreement), the amount paid will increase to \$2,500.

In 2011/2012, employees electing Cash in Lieu will be responsible for paying 10% of the premium for dental, vision and LTD, in compliance with Best Practices.¹

¹ See Article 8 C – Dental Vision for further information.

2. Coverage Selection

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

- a. Employee with family (children 19 years of age and under)
- b. Employee and Spouse OR Employee and Child
- c. Employee Only

C. DENTAL AND VISION PROGRAM

1. Eligibility and Protection

a. The Board shall provide for each Paraprofessional employee and dependent immediate family member (spouse, natural/adopted/step-children, and/or minor child assigned to the employee by a court and/or as defined within the meaning of the United States Internal Revenue Code) the following combined dental/vision care protection outlined in b. and c. below. However, an employee taking Cash in Lieu may opt out of this dental/vision program.

b. Dental Services and Material Covered:

1. Scaling and polishing
2. Fillings
3. Periodontics
4. Orthodontics (only children to age 19)
\$1,000.00 per lifetime per family member.
Orthodontics reimbursement applies toward the annual maximum provided.
5. Endodontics
6. Fluoride treatment
7. Extraction
8. Diagnostic X-rays
9. Root canals
10. Crowns
11. Oral surgery
12. Bridge, denture and partials
13. Anesthetics while providing any of the above
14. Oral and maxillofacial surgery

The following are excluded:

1. Any service or supplies not furnished by a licensed dentist

2. Any service or supplies not reasonably necessary for the dental care of the eligible individual
3. Any care provided or reimbursed by other sources
4. Cosmetic
5. Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for vision care of a comparable nature, by a person of similar training and experience).
6. Charges for which benefits are provided under Workers' Compensation, other laws, other insurance, or other Board Policies, rules, etc.
7. The cost of any service and/or material or of any combination thereof over the bi-annual allowance.

C. Vision Services and Materials Covered:

1. Vision Examination by:
 - Optometrist
 - Ophthalmologist
2. Corrective Lenses by Prescription covered per employee/dependent:
 - Once every 12 months
 - Contact Lenses covered in lieu of Lenses / Frames

Services and Materials Not Covered:

1. Cosmetic purposes
2. Non-corrective lenses
3. Vision therapy
4. Medical or surgical treatment of the eyes
5. Charges to which benefits are provided under Workers' Compensation, other laws, other insurance, or other Board policies, rules, etc.

D. **TERM LIFE**

Each employee working at least 30 hours per week shall be provided with Term Life and Accidental Death and Dismemberment in the amount of \$40,000. For the purpose of this benefit "employee" shall mean:

1. During the time of employment (excluding layoff), or
2. While on sick leave (maximum of 6 months), or

3. While on official leave of absence not to exceed one year.

E. TRAVEL REIMBURSEMENT

When required to use the employee's automobile for travel between school buildings in his/her work, each employee shall receive the IRS mileage allowance as reviewed and updated on January 1 of each year.

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.

F. TUITION REIMBURSEMENT

After six (6) months of full-time, continuous employment (30 hours per week or more per school year), each employee shall be entitled to tuition reimbursement provided that he/she is not eligible for tuition reimbursement from another source(s) according to the following:

1. Course Approval

- a. A GRPS Course Approval Application shall be completed by the employee and submitted to the Benefits office at least ten (10) days prior to the beginning of the course.
- b. Such courses must be for college credit or workshop equivalent to college credit. In addition, employees shall be reimbursed for community education courses related to the employee's regular assignment. In all cases, the content of the courses must be work related and/or part of a formal degree program. The administration's judgement of

relevancy is final and binding and is not subject to the grievance procedure.

- c. Course work may not interfere with the employee's regular assignment.

2. Eligibility

- a. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be nine (9) semester hours.
- b. Tuition shall be reimbursed based upon the actual charge per semester or term hours up to the actual rates of:

WMU, GVSU, or GRCC, for full-time employees at the undergraduate rate, whichever is highest.
- c. Approved courses must be completed with a minimum grade of "C" to qualify for reimbursement.

3. Reimbursement Procedure

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

G. AUTOMOBILE VANDALISM AND/OR THEFT

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

1. The employee is acting in the line of duty during his/her regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the district, and loss occurs as a result of an action taken by a student or students.
2. The district will pay a maximum of \$150 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.

3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in district employment.
4. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
5. The damage was properly reported to the employee's supervisor immediately after discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The auto vandalism reimbursement form will be obtained from the building principals or the immediate supervisor.
6. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.
7. At least two (2) estimates from reputable local businesses shall be attached.
8. All reimbursement request must be submitted within 60 days of payment for the damage.

H. PLACE TO LOCK

Each employee shall be furnished with a place to lock up personal items while on duty.

I. HOLIDAY PAY

1. Each school year employee regularly working six (6) or more hours per day is entitled, according to the conditions listed below, to one (1) day's pay for each of the following holidays:
 - a. Labor Day
 - b. Thanksgiving Day
 - c. Friday following Thanksgiving Day
 - d. Christmas Day
 - e. New Year's Day
 - f. Good Friday
 - g. Memorial Day
2. Each 52-week employee regularly working six (6) or more hours per day is entitled, according to the conditions listed below, to one (1) day's pay for each of the following holidays:
 - a. Labor Day

- b. Thanksgiving Day
 - c. Friday Following Thanksgiving Day
 - d. Christmas Eve Day
 - e. Christmas Day
 - f. New Year's Eve Day
 - g. New Year's Day
 - h. Good Friday
 - i. Memorial Day
 - j. Fourth of July Day
3. The following conditions shall be met in order for employee to obtain holiday pay.
- a. Holiday pay shall be the employee's hourly rate times the hours worked in that employee's typical work day.
 - b. New employees must have thirty (30) calendar days of continuous employment with the District in a position receiving benefits prior to the holiday
 - c. Completes the last scheduled work day prior to the holiday and commences work at the scheduled time the first scheduled work day after the holiday unless absent due to illness or absence approved by the Board.

J. VACATION

1. Less than 52 Week Employees

During the second pay period of June, each full-time (6 or more hours per day) employee shall be paid vacation pay based upon the following:

<u>Consecutive School Years</u>	<u>Days</u>
5	7
10	8
15	9
20	10

The first year of "full" employment shall be considered, if the employee began working on or before September 30 of that year.

Vacation pay/days are not available for use for school year employees during the work year unless specifically outlined in this agreement.

2. 52 Week Employees

Each full-time (6 hours or more per day) shall be entitled to one (1) week of vacation with pay after six

(6) months of continuous service. Each full-time employee employed for less than one (1) year shall be granted one (1) day for each five (5) weeks of continuous employment, but shall not exceed nine (9) days. Thereafter, vacation shall be earned on the fiscal year (July 1 to June 30) as follows:

<u>Consecutive School Years</u>	<u>Days</u>
1 year - 7 years	10
8 years - 15 years	15
16 years - 24 years	20
25 years and over	23

Employees shall arrange for the scheduling of vacation with their immediate supervisor. If there is more than one (1) employee desiring to take vacation at a particular time, preference will be given according to seniority.

Vacation earned during any given fiscal year must be used before the end of the next fiscal year.

K. ACCUMULATED LEAVE - RETIREMENT

1. Any employee who has reached the age and years of service requirement of the Michigan Public School Retirement Act and has completed at least ten (10) years of service with Grand Rapids Public Schools, shall receive, upon retirement, payment for unused sick leave days (accumulated at the time of retirement) as outlined below, not to exceed 200 days:

Qualifications for the \$50.00 payment:

- To qualify for the \$50.00 per day Early Notice payment, the employee must work through the end of their scheduled work year, this may vary by assignment. Official Notification must be made to the District's Human Resources Office.

and

- Notification to Human Resources after the employee's first scheduled work day of the contract year and up to the last District business day before spring break, the amount paid for each unused day shall be \$50.00.

Qualifications for the \$30.00 payment:

- Official notification to Human Resources after the last District business day before spring break, April 3, 2008, and up to the employee's last

scheduled work day (this may vary based on the individuals assignment), the amount paid for each unused day shall be \$30.00.

- Employees wishing to retire before the completion of their last scheduled assignment date will upon official notification to Human Resources receive \$30.00 per day.
- There shall be no payment for notification after an individual's last scheduled work day, (this may vary based on the individuals assignment).

General Guidelines

- Exceptions may be made in the case of extenuating circumstances. The decision regarding the validity of extenuating circumstances (for example, unforeseen illness, disability of the employee or an immediate family member, as defined in the contract or death of a spouse) shall be made by the Association President and the Executive Director of Human Resources. If the parties cannot agree, the issue may be reviewed by a third party. In order for a third party to review the decision, the employee must sign a waiver allowing the release of confidential information and hold the District and the Association harmless for any liability arising there from. Their decision shall be final and not subject to the grievance procedure.
- The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.

Universal Service Credit

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

2. Accumulated leave time shall end upon termination of employment except when a leave of absence is granted

by the Board under the Leave of absence provision of this Agreement.

3. The payment for accumulated leave days or vacation days if applicable, will be placed in a 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 security number. The employee may request from the authorized company a distribution in cash or self-direct the investment of their money.

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

For employees who are under age 55 at the time of retirement, 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.

L. SHORT TERM DISABILITY

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

1. Effective December 1, 2004, GRPS will offer a special enrollment for GRPSA-represented employees to apply for short term disability with Standard through payroll deduction.

The district will offer a short term disability plan with Standard through payroll deduction.

2. Effective December 1, 2005, 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 Standard will not be subject to a pre-existing condition limitation. Due to underwriting rules, new enrollments to Standard at any time after this initial enrollment period, will be subject to a pre-existing condition limitation.

M. PHYSICAL ASSAULT OR INJURY INFLICTED BY A STUDENT

1. If an employee, acting in the line of duty, is assaulted as defined by the school code and district policy, the incident shall be immediately reported to the district representative.
2. An employee, who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the district, the employee will follow all guidelines and procedures for a work related injury, including completing the employee injury report.
3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including but not limited to: colds, flu, conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When worker's compensation is paid, the Board shall pay the difference between the sum and the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in this agreement.

N. PROPERTY DAMAGE

In case of the destruction of the employees property by a student(s) while an employee is acting in the line of duty and while the student (s) is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, watches (maximum reimbursement for watches \$50), prosthetic devices (e.g. hearing aids), the district shall reimburse the employee for reasonably and customary loss after the employee has appropriately completed an incident report and submitted documents to support reimbursement and the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor in which such damage occurred.

The district will not reimburse for loss or damage to jewelry.

O. LONG TERM DISABILITY

Effective December 1, 1996, each full time bargaining unit member will be provided long term disability insurance. There will be a ninety (90) calendar day waiting period. Negotiated life insurance, dental and vision, as otherwise set forth in this Agreement, shall continue for six (6) months following the date the individual becomes eligible to receive LTD benefits. Hospital/medical insurance as otherwise set forth in this Agreement shall continue for one (1) year following the month the insured becomes eligible to receive LTD benefits or until the disabled employee becomes eligible for retirement disability.

P. FLU SHOTS/HEP B INOCULATIONS

Access to annual flu shots will be made available to employees through a preventative care rider or through reimbursement if the employee is not eligible for the preventative care rider or has exhausted the limit of the rider. 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.

Q. WAGE AND FRINGE BENEFITS DESIGNEE

In 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 NINE

LEAVE OF ABSENCE

A. LEAVE WITHOUT PAY

1. Employees may, at the discretion of the Board (except number 3 below), be granted a leave of absence without pay.
2. Requests for leave without pay shall be in writing and shall be signed by the employee and given to the immediate supervisor. Such requests shall state the reasons for the leave. Approval or disapproval shall be given to the employee in writing.
3. The Board shall grant, upon request for personal illness (subject to doctor's supportive statement), a leave of absence without pay, not to exceed one year without having to use the employee's accumulated sick leave.
4. Leave without pay for five (5) or less working days must be filed on the appropriate form with the immediate supervisor not less than three (3) working days prior to the beginning of such leave.
5. Leave without pay requests for more than ten (10) working days must be filed with Human Resources not less than three (3) working days prior to the beginning of such leave.
6. Absence without an approved leave, except in an emergency situation, shall be cause for termination of employment.
7. No benefits will accrue to any employee for any leave of absence without pay exceeding ten (10) days, except as otherwise stated herein, unless required by law. Upon return from leave, any unused sick leave benefit, seniority and wage increments, in effect as of the date of the beginning of the leave, will be restored.

B. ILLNESS OR BEREAVEMENT

Leave of absence with pay due to illness or bereavement (hereinafter known as paid leave time) shall be accumulated in accordance with the following:

1. Employees shall be granted leave time at the rate of one day per month of full-time employment. The number of hours granted shall be the same as the number of hours worked during a normal work day. Employees shall earn leave time at the rate of one day per month of full-time employment (52 week employees shall earn a maximum of twelve (12) days per year and non-52 week employees shall earn ten (10) days per year). The number of hours granted shall be the same as the number of hours worked during a normal workday. There shall be no limit on the accumulation. The day shall be pro-rated for part-time employees.
2. Paid leave time may not be granted during the first six (6) months of employment.
3. At the completion of six (6) months of continuous employment, an employee will have six (6) days credited to the employee's paid leave time "bank".
4. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.

C. PAID LEAVE TIME USE

1. Paid leave time may be used for absence from work because of personal illness, injury or on orders of a physician. Normal dental appointments are excluded.
2. Paid leave time, because of the illness (except normal dental appointments) or injury of a relative, shall be allowed to provide for emergency arrangements and shall not exceed three (3) working days. Five (5) such days may be used in the event of illness or injury to members of the immediate family. Additional days may be approved upon recommendation of the employee's immediate supervisor to the Administrator of Labor Relations, whose approval shall not be unreasonably withheld.
3. Leave with pay (deducted from accumulated leave) shall be granted for bereavement due to the death or funeral of a member of the immediate family for a period not to exceed nine (9) working days. Immediate family shall mean the following: spouse, child, father, mother, brother, sister, step of the above, father-in-law,

mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandchild, spouse's grandparent and anyone standing in stead for any of the above.

Leave with pay (deducted from accumulated leave) shall be granted for bereavement due to death or funeral of other relatives or friends not to exceed two (2) working days.

4. Whenever an employee receives worker's compensation benefits, the employee has the option to be paid the difference between such benefits and the employee's regular salary or wage by the Board, provided the employee is eligible for sick leave. Such difference shall be deducted from the employee's sick leave accumulation. During the first twelve months an employee is on Workers' Compensation, there shall be no interruption in benefits. After twelve months, if the employee is still disabled she/he may, at the employee's cost, continue insurance benefits and reimbursement programs. If the employee chooses not to continue insurance benefits, they shall terminate, except the accruing of seniority.

D. APPROVAL OF PAID LEAVE TIME

1. An employee shall notify the Immediate Supervisor of the intended absence stating the nature of leave (illness or death) and where the employee can be contacted during the day. The employee shall give such notification prior to the scheduled starting time.
2. An employee may be required by the Administration to give the Immediate Supervisor a written, signed statement indicating the reasons for such absence when reporting to work on the first working day following the absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
3. Any employee absent because of personal illness or injury may be required to report to the Board's physician for an examination.

E. JURY DUTY/COURT APPEARANCE

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 employee's accumulated leave, shall be granted for that purpose, provided he/she presents the summons to the board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.

2. Pay received from the court for jury duty in excess of five (5) days of service shall be reimbursed to the Board with the exception of mileage.

COURT APPEARANCES DISTRICT RELATED

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

COURT APPEARANCES NOT RELATED TO WORK

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

F. CHILD CARE LEAVE

Requests for leaves of absence without pay for the purpose of child care shall be in writing. Such leave shall be granted for a period not to exceed six (6) months and for such an additional period at the discretion of the Superintendent or designee. The duration of such leave shall only be for such time as requested and approved, unless changed by agreement between the Superintendent or designee and the employee.

Child care leave shall be for the purpose of caring for a child who is placed in the employee's residence, adopted or is placed in the employee's legal custody.

G. ASSOCIATION ACTIVITY

A special short leave of absence with pay may be granted to employees so that they may attend conferences or conventions. Such request shall be submitted to and approved by the immediate supervisor, who shall forward the same to Labor Relations for approval, which shall not be unreasonably withheld.

H. PERSONAL BUSINESS LEAVE

1. Each full-time employee having been employed for at least one half of the school year shall be entitled to a total of three (3) days, two (2) of which may accumulate as sick leave.
2. Personal Business days may be used only for true Personal Business, e.g. activities which cannot reasonably be performed outside the work day, required court appearances, major business transactions, emergency appointments, etc. An explanation may be required. Requests for Personal Business Leave must be made five (5) days in advance unless there is an emergency beyond the employee's control and/or if reasonably possible.
3. May not be used in conjunction with vacation.
4. Personal Business leave may not be used as vacation or for recreational purposes.
5. Employees may sell back one (1) day of unused personal business time at the rate of \$65.00 for full-time employees. The amount will be prorated for part-time employees.

I. FAMILY MEDICAL LEAVE ACT

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

- e. Military: Because of qualifying exigency arising out of the fact that your spouse; son or daughter; parent is on active duty or called to active duty status in support of a contingency operation as a member of the National Guard or Reserves; or
- f. Military: Because you are the spouse; son or daughter; parent; next of kin of a covered service member with a serious injury or illness.

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 biological, adopted, or foster child.

- 2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours and other terms and conditions of employment.
- 3. The employee shall first use accrued paid accumulated leave, if available, as defined in Article 8, section L and/or vacation during the leave. The remainder of any leave time will be unpaid.
- 4. Medical, dental and vision benefits will be continued during the leave under the same 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 Board for the medical premiums, dental and vision expenses.
- 5. Seniority shall continue to accrue during the FMLA leave.
- 5. The employee shall have the right to take the leave on a reduced or intermittent schedule.
- 6. Whenever practicable, the employee will provide the Board at least thirty (30) calendar days written notice of the request for the leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave.

J. 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 granted 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.

K. ADOPTION LEAVE

Employees will be allowed to use up to 30 days of their personal accumulated leave time for the adoption of a child. If both parents are employees of the district and are in a GRPSA position, they may use only a combined total of 30 days per occurrence. This time will be counted against available FMLA time, if any is available.

ARTICLE TEN

SENIORITY

A. SENIORITY - PROBATIONARY EMPLOYEES

1. Seniority is defined as the first day of work in a position represented by this Association. Seniority shall not accrue during layoff.
2. New employees shall be in a job qualification period during the first 120 days of employment. At the conclusion of the 120 days of employment, the employee shall be entered on the seniority list of the unit and shall rank for seniority within the Grand Rapids Public Schools from the last date of hire. The first day of employment shall be the first day the employee reported to work for which the employee received pay.
3. All employees shall be represented by the Association during the job qualification period for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as set forth in this Agreement, except discharged and disciplined employees unless disciplined or discharged for Association activity.
4. During the job qualification period, the employee shall have at least two evaluation conferences with the immediate supervisor; an informal evaluation at the conclusion of three months and a formal evaluation at the end of the six (6) month period. Additional evaluations may occur at any time (within or after the job qualification period) and the contents of an evaluation are not grievable.

B. SENIORITY LISTS

1. There shall be one seniority list, copies shall be furnished to the President of the Association upon the President's request.
2. The seniority lists as of the date of this Agreement and annually thereafter shall show the name, title and job position of each employee of the unit entitled to seniority.
3. Any full-time employee who is laid off pursuant to Article Twelve shall retain full-time seniority while so employed as a regular part-time employee in this Association.

C. SENIORITY FOR COMMUNITY EDUCATIONAL PARAPROFESSIONALS AND SPECIAL SERVICES INSTRUCTION ASSISTANTS.

Community Educational Paraprofessionals and Special Services Instruction Assistants shall have a seniority date of November 12, 2001 except for vacation and longevity. For vacation and longevity their date shall be their last date of hire in the Grand Rapids Public Schools in a position with benefits.

Because all of the Community Education Paraprofessionals and Special Services Instructional Assistants/Technicians have a seniority date of November 12, 2001, to determine seniority ranking among Community Education Paraprofessionals and Special Services Instructional Assistants/Technicians, their last date of hire with Grand Rapids Public Schools shall apply.

D. SENIORITY LOST

Seniority shall be lost and employment terminated if the employee:

1. quits, retires, or is discharged/terminated;
2. is absent for three (3) consecutive working days without notifying the District or without an excuse acceptable for such absences even if the employee does notify;
3. is laid off for a continuous period of twenty (20) months or the length of service (seniority) at time of layoff, whichever is less;
4. fails, upon notice by the District by certified letter to report for work, in accordance with the recall procedures found in Section E. of this Article.
5. gives false information in obtaining any leave of absence, overstays any leave of absence, or is absent

- in excess of five (5) working days without obtaining an approved leave of absence;
6. is absent from work because of illness or injury for a period of twenty-four (24) consecutive months

E. SENIORITY TIE BREAKER

In the event more than one bargaining unit member has the same seniority date, their position on the seniority list shall be determined by the highest numerical value of the sum of the last four digits of their social security number. If an additional tie breaker is needed, the month of the year of the bargaining unit member's birth will be used (January = 1, December = 12). The highest number shall determine the seniority date.

F. TRANSFERS OUT OF ASSOCIATION

If an employee transfers out of the Association to another position with the Board and subsequently returns to a position represented by the Association within one (1) calendar year of the transfer, the employee shall retain current seniority as of the date transferred out of the bargaining unit. At the completion of one calendar year, seniority within the Association is terminated and will not be reinstated (see Article 10 D.)

ARTICLE ELEVEN

TRANSFERS

A. MOVEMENT OF OPERATIONS

1. If and when operations, divisions or fractions thereof are moved from one location to another for a period of more than ten (10) calendar days, employees affected will move.
2. Any affected employee who desires to transfer after the movement of operations may transfer pursuant to Article 11 D. If an employee would like to take this option, they must notify Human Resource Services within ten (10) calendar days of the move of their desire to transfer that school year. If the employee has previously used their one voluntary transfer for the year they will be given one additional opportunity to transfer.
3. If there is to be a move occurring during the school year, the affected employee shall be given the rationale for such move.

B. CONSOLIDATION OR ELIMINATION OF JOBS

Whenever the Board intends to implement a major consolidation or to eliminate positions in the bargaining unit, a conference shall be held with the Association Executive Committee prior thereto. The Board's right to effect such a consolidation or elimination shall not be impaired, however.

In the event that a position has been identified as being consolidated or eliminated in a building/program, the District will consider the following regarding all employees in the building/program in determining who will be forced transferred:

- ❖ Special Qualifications (i.e. CDA or those grand fathered as CDA holders, Computer Lab, One-On-One Special Education Aides, Bilingual skills), when these qualifications are required for the job.
- ❖ Seniority
- ❖ The lack of having CPI, CPR or First Aid training will not determine qualifications, if the employee is willing to obtain the appropriate certification.

A special job fair will be held no later than June 30th of each year for these individuals. A forced transferred employee shall be required to bid on vacant positions for which they believe they are qualified, during this job fair. Positions shall be filled pursuant to Article 11, D- Vacant Positions. Forced transferred employees who do not bid will be placed in vacant positions for which they are qualified, immediately following the job fair.

Employees with fifteen (15) or more years of seniority, who have been displaced from their building or program as a result of a forced transfer will have one additional opportunity to bid that school year on vacant positions for which they believe they are qualified.

The lack of having CPI, CPR or First Aid training will not determine qualifications, if the employee is willing to obtain the appropriate certification.

Any forced transferred employee who does not bid or does not accept an assignment on an open position, will be considered as voluntarily resigned from employment with the District.

C. RIGHT TO HOME

Any employee involuntarily transferred because of the reduction of the number of authorized positions in a building and/or program and/or the elimination of a program shall maintain the right to return to his/her previous

building or program if it is reauthorized within the three weeks following the fall count date.

If the employee chooses not to exercise their right to home, the move shall be considered their one voluntary transfer for the year. If more than one individual is displaced from a building and/or program, the qualified individual with the highest seniority date will be offered the first opportunity to "Right to Home".

D. VACANT POSITIONS

All vacant and newly created positions shall be posted in a conspicuous place in each building or using available technology setting forth the position, location, number of hours and qualifications for four (4) working days prior to such position being filled permanently. Employees interested in applying for the position shall send written notice to the Administrator of Human Resources within the four (4) working days posting period. In reviewing the applicants for the position, the employer shall take into consideration the qualifications, skills and ability and where these factors are substantially equal as determined by the administration (including but not limited to the posted job description, employee evaluation, attendance records {excluding approved worker's compensation and FMLA leaves}, interviews, references and discipline records), the person with the greater seniority applying for the position shall be granted the job. The lack of having CPI, CPR or First Aid training will not determine qualifications if the employee is willing to obtain the appropriate certification. All vacancies shall be awarded or denied within ten (10) calendar days after the end of the posting period; provided, however, the transfer shall take effect as soon as possible but no later than the beginning of the next school year in order to provide for the efficiency of the operation.

In the event the senior applicant(s) is denied the position, reasons for denial shall be given, in writing, with a copy to the Association President, at the time of posting, a copy of each job being posted and, thereafter, the names of those requesting the position. The Board will provide the Association President the names of those persons filling the position.

No employee shall be permitted more than one voluntary transfer per school year unless mutually agreed upon by the parties, except where otherwise specified in this agreement (see Article 11 A2 & Article 11 B).

E. SUMMER POSITIONS

Notice of authorized summer programs, which may require association members, shall be filled first with paraprofessionals who shall be selected from a list of members (created annually) who previously expressed interest in summer work. Such a list shall be maintained in the office of Human Resource Services.

First priority will be given to qualified applicants whose school year assignment is in the building where the summer work exists. Please note: the priority in school year building assignments does not apply to district wide title 1 summer programs. Exceptions may be made when special knowledge, skills and experience are required.

The assignment of employees to these positions shall be at the discretion of the district except that Grand Rapids Public Schools employees shall have preference over non Grand Rapids Public School employees and association members shall have preference over non association members (except when a teacher is willing to work at paraprofessional wages) providing the employees are able to perform the duties of the position.

F. SIGNIFICANT CHANGES TO THE JOB DESCRIPTION

Whenever the Board intends to significantly change the functions of a job description that has been posted and filled by a bargaining unit member, a conference shall be held with the association and the affected employee(s) prior to the change. The Board's right to effect such change shall not be impaired, however.

In this event, the employee, if they are qualified for the new position, will be offered the opportunity to remain in the changed position. If the employee chooses not to remain in the position, the district will consider the employee(s) as forced transferred and all applicable contract language and district procedures regarding a forced transferred employee shall apply to the individual(s).

ARTICLE TWELVE

LAYOFF - RECALL - SUBSTITUTES

A. LAYOFF

1. The word "layoff" means a reduction in the working force due to a decrease of work caused by Board action.
2. For layoff purposes, the officers and representatives of the Association shall assume top seniority unless removed pursuant to other Sections of this Agreement.
3. If it becomes necessary for a layoff, the following procedure shall be mandatory. Probationary employees shall be laid off prior to non-probationary employees. Employees will be laid off according to their inverse order of seniority as defined in Article Ten and shall be allowed to assume jobs of employees with lesser seniority, provided they are able and qualified to perform that particular job. Such right shall be exercised within five (5) working days after notice prior to layoff is received.
4. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar days notice of layoff.
5. The Board shall notify the Association President, in writing, the names of the employees to be laid off on or before the date of layoff.
6. The Board will not layoff working employees directly as a result of subcontracting by the Board for work which is normally provided by employees assigned to positions represented by the Association.

B. RECALL/TERMINATION

When the working force is increased after a layoff, employees will be recalled according to seniority as defined in Article Ten. Notice of recall shall be sent by registered mail at least ten (10) days prior to the report to work date to the address which the employee listed with the Board. If the employee fails to report for work on the scheduled report to work date, the employee shall be terminated unless excused by the Board.

C. SUBSTITUTE EMPLOYEES

1. The Board shall have the right to secure the services of temporary, on-call employees, as needed, to replace regular employees who are absent. Whenever regular employees of the Bargaining unit have been laid off or are working reduced hours, temporary employees shall not be hired to perform the work of those members of the bargaining unit who have been laid off or have had their work hours reduced.
2. The provisions in this Agreement do not apply to said temporary employees.

ARTICLE THIRTEEN

EMPLOYEE PROTECTION

A. WRITTEN COMPLAINTS

Any written complaint directed toward a paraprofessional employee shall be given to that person. Any other legitimate complaint shall be promptly called to that individual's attention. The employee involved shall be given the opportunity to respond in writing to any complaint described above. (Employees will receive a copy of any written complaint to be placed in the official personnel file.) The employee shall be given the opportunity to attach a written response to any written complaint prior to being placed in his/her official personnel file.

Exceptions may be made to the procedure described above if implementation of the procedure would jeopardize an on-going investigation.

B. LIABILITY

Employees shall be expected to exercise reasonable care, with respect to the safety of pupils and property, but shall not be individually liable, except in the case of gross negligence or gross neglect of duty, for any damage or loss to persons or property.

C. LEGAL COUNSEL AND JUDGEMENTS

The District shall provide not less than \$1,000,000 liability insurance for each employee during the time he/she is employed by the District and while acting within the scope of their duties for the District.

D. WORKING HOURS

Time lost by an employee in connection with any incident mentioned in this Article shall not be charged against the employee.

ARTICLE FOURTEEN

DISCHARGE AND DISCIPLINE

A. NOTIFY IN WRITING

The Board agrees to notify promptly, in writing, the employee who is being discharged or given major discipline.

B. ADMINISTRATIVE HEARING

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the employee's representative. Upon request of the employee, the Superintendent or designee will discuss the discharge or discipline with the employee and the representative.

C. APPEAL

If a grievance is filed to appeal the discharge or discipline, it must be filed at Level Two of the Grievance Procedure.

D. USE OF PAST RECORD

In imposing any discipline on a current charge, the Board will not take into account any prior infractions, which occurred more than three (3) years previously, excluding infractions involving unprofessional conduct or gross misconduct.

ARTICLE FIFTEEN

SANCTIONS, STRIKES, PENALTIES AND LAW

A. NO STRIKE

During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual employee will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from the position, or stoppage of work or

abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever. The Association will not itself and will not request any other organization to place a sanction of any form on the Grand Rapids Public School District.

B. ASSOCIATION VIOLATION OF STRIKE AND SANCTIONS

The Association will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of the contractual duties, or who refused to participate in any of the activities prohibited by this Article.

C. EMPLOYEE PENALTY

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

D. CONTRARY TO LAW OR FEDERAL REGULATIONS

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

ARTICLE SIXTEEN

MISCELLANEOUS

A. AGREEMENT COPIES

The Board shall provide a copy of this Agreement to each employee covered by this Agreement and shall provide each new employee with a copy of this Agreement within one week from the date of hire. The District and the Association will share in the costs of the printing of this Agreement and the costs of discs that are compatible to all computers. Paper copies will be made available to individuals on a pre-order basis. Any requests for paper copies after the printing of the Agreement will be provided at a cost to the employee, excluding new hires.

B. NEGOTIATING COMMITTEE

The Board shall recognize a Negotiating Committee not to exceed five (5) employees. The Association shall furnish the Board with a written list of the members of the Negotiating Committee. The Committee shall represent the Association in meetings with the Board's representative for the purpose of collective bargaining.

C. 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 services of the Board and Telestaff.

Computers and other forms of technology may not be used for purposes other than those intended by the District. Personal, recreational or other improper activities involving district technology may result in disciplinary action up to and including discharge.

D. TIME OFF FOR SCHEDULED ACTIVITIES AND FOR VISITATION PURPOSES

Association representative members, which shall include the President (or in the President's absence, the Vice-President), the Grievance Committee and the Representative, shall be allowed time off with pay during regularly scheduled working hours in order to conduct business relating to contract matters. Initial approval shall be by the building administrator provided, however, when subject approval is disputed, the final decision will be made by the Administrator of Labor Relations.

E. STAFF DEVELOPMENT

In-service leaves shall be granted to a person, provided that such person has consulted his/her supervisor and the scheduling of such leave has been approved by the supervisor, and, provided that such approval shall be not unreasonably withheld.

F. EMERGENCY FINANCIAL MANAGER

An emergency manager appointed under the Local Government and School District Fiscal Responsibility Act is permitted to reject, modify, or terminate this Agreement in accordance with such Act, 2011 PA 4.

ARTICLE SEVENTEEN

TERMINATION, MODIFICATION AND DURATION

A. TERMINATION

1. If either party desires to amend and/or terminate this agreement, it shall, sixty (60) days prior to the below termination date, give written notification of same.
2. If either party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

B. MODIFICATION

Notice of termination or modification shall be in writing and shall be sent by certified mail addressed, if to the Association, to both President and to the Secretary, and if to the Board, addressed: 1331 Franklin SE, Box 117, Grand Rapids, MI 49501-0117, or to any such address as the Association or the Board may make available to each other.

C. 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 may be subject to the normal ratification process.

D. TERM OF THIS AGREEMENT

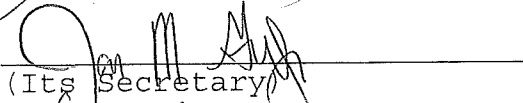
This Agreement shall be effective as of the first day of the 2011 School Year and shall terminate in August of 2013, just prior to the 2012-13 school year (date not yet determined).

THE BOARD OF EDUCATION
GRAND RAPIDS PUBLIC SCHOOLS

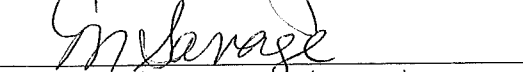
GRAND RAPIDS PUBLIC SCHOOLS
PARAPROFESSIONAL ASSOCIATION
(GRPSPA)



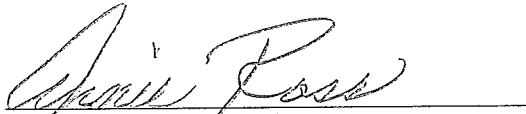
(Its President)



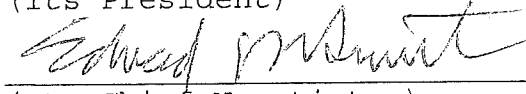
(Its Secretary)



(Its Chief Negotiator)



(Its President)



(Its Chief Negotiator)

**APPENDIX A
WAGE SCHEDULES**

<i>STEP</i>	
STEP 1	\$9.18
STEP 2	\$9.45
STEP 3	\$9.74
STEP 4	\$10.02
STEP 5	\$10.32
STEP 6	\$10.63
STEP 7	\$11.00
STEP 8	\$11.40
STEP 9	\$11.80
STEP 10	\$12.20
STEP 11	\$12.62
STEP 12	\$13.14
STEP 13	\$13.66
STEP 14	\$14.19
STEP 15	\$14.83

During 2011/2012 & 2012/2013 there will be no steps granted or
any wage increase.

APPENDIX B

DRUG & ALCOHOL AGREEMENT

The Board of Education of the Grand Rapids Public Schools ("Board") and the Grand Rapids Public Schools Paraprofessional Association (GRPSPA) ("Association") 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 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 breath or blood 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 **or breath** 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 may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will be paid for this time only if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have participated in reasonable suspicion training within the thirty-six (36) months prior to the determination.

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

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

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.

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) determine that there is reasonable suspicion 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.

- a. ***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.

b. 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 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.

For Grand Rapids Public Schools

Date

For Grand Rapids Public Schools Paraprofessional Association

Date

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 Association (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 face adverse disciplinary consequences, up to and including discharge.
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.
- **We strongly encourage you to seek medical attention or rehabilitation assistance.**
- You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation.

This service is confidential. Neither the Board or the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will subject you to 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 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.