

**AGREEMENT**

*between the*

**Board of Education**

*of the*

**Grand Rapids Public Schools**

*and the*

**Grand Rapids  
Public Schools  
Paraprofessional Association  
(GRPSPA)**

**2017 – 2019**

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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” or “bargaining unit member”, when used herein shall refer to paraprofessionals included in the unit for collective bargaining as set forth in the recognition below. “Employee” or “bargaining unit member” includes all members of the unit regardless of whether or not they are dues paying members.

#### 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.

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## 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 GRPS Paraprofessionals and any other similar classification as determined by the Board.

#### B. EXCLUDING:

1. Professional and Administrative Employees
2. Students of the Grand Rapids Public Schools System, Tutors and other unionized employees.
3. Substitute Paraprofessionals
4. Those paraprofessionals 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.

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**ARTICLE THREE**

**ASSOCIATION RIGHTS**

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.

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**ARTICLE FOUR**  
**COMMUNICATION**

**A. COMMUNICATIONS TEAM MEETINGS**

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

**B. ASSOCIATION REPRESENTATIVE**

1. The number of representatives shall be proportional to the number of employees in the work force on a one (1) to thirty (30) 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 Human Resources Director or the designated representative a list of representatives. Such list will be updated by the Association as changes occur.

**C. AGENDA AND EMPLOYMENT**

A copy of the agenda of official Board of Education semi- monthly meetings is available online.

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## 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 or waiver of any of its rights, 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.

## **ARTICLE SIX**

### **GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

1. Grievance: a claim by one or more employees of a violation of this Agreement, or improper interpretation or application of this Agreement
2. Grievable event: the alleged violation of this Agreement.
3. Aggrieved: the person(s) who alleges a violation of this Agreement.
4. Individual grievance: a grievance filed by one individual employee directly affected by the alleged violation of this Agreement. Individual grievances commence at level one in the process listed in Section c, 1, of this Article.
5. Group grievance: a grievance filed by two or more individual employees who are directly affected by the same alleged violation of this Agreement. Group grievances commence at level two in the process listed in section c, 2, b, of this article.
6. Association grievance: a grievance filed by the Association president or Association's executive board on behalf of three or more employees alleging a violation of this Agreement. Association grievances commence at level two in the process listed in section c, 2, b, of this article.
7. Day(s): Bargaining unit member work days.

#### **B. PURPOSE**

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both Parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
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 shall be notified by Human Resources within 5 (five) days of its notice of such informal resolutions.

**C. PROCEDURE**

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within the time limit specified, the grievance will be deemed denied and the process ended. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in this Article. In no event shall the outcome of a grievance due to missed timelines be considered precedent setting.

1. Level One

- a. An employee may file an individual grievance, in writing, within fifteen (15) days of the grievable event.
- b. Four (4) copies of this written grievance shall be prepared by the employee and one (1) copy shall be sent to each of the following:
  1. the aggrieved,
  2. principal or supervisor,
  3. the association’s grievance chair,
  4. the Director of Human Resources
- c. Within five (5) days of the filing date, the principal or supervisor and/or his/her representative will meet with the aggrieved and/or the aggrieved’s Association representative in an effort to resolve it. A written answer shall be given within five (5) days after such meeting. Copies of the answer shall be sent to the parties as in b. above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at level one, a letter shall, within five (5) days thereafter, be transmitted by the employee or the employee’s Association representative to all of those listed in 1., b., above, stating that the grievance is being moved to level two.
- b. Within ten (10) days of receipt of a level two grievance, the director of human resources or his/her designee will meet with the association to discuss the issues. In the case of an individual grievance, the aggrieved must be present at the grievance hearing whereas in the case of a group or Association grievance the impacted aggrieved bargaining unit members are not required to attend the grievance hearing. A written

answer shall be given within fifteen (15) days after the meeting on the grievance.

- c. A group grievance commencing at this level shall be filed within twenty (20) days of the grievable event. An association grievance commencing at this level shall be filed within forty-five (45) days of the time at which the Association leadership gained knowledge of the grievable event.

3. Level Three

- a. In the event that the decision at level two is not satisfactory and the association decides to proceed to arbitration, the association shall notify the district of this decision within ten (10) days following its next regularly scheduled executive board meeting. Grievances unresolved at level two shall be advanced to level three by filing a demand for arbitration with the appropriate arbitrator. The association and the district shall attempt to create a mutually agreed upon list of standing arbitrators that shall be appointed as arbitrators on a rotational basis for the duration of the agreement. Such a panel of arbitrators shall follow the American Arbitration Association’s current rules for voluntary labor arbitration rules.
- b. The power of the arbitrator shall be limited to the interpretation of the application of the express terms of this Agreement and the arbitrator shall have no power to 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 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. No grievance shall be processed unless initiated and carried to the next step within the time provided. All requests for reasonable extension defined as fifteen (15) days or less of timelines will be honored provided they are made in writing, within the appropriate time period, with copies submitted to both parties. Requests for an extension beyond fifteen (15) days may be granted if mutually agreed upon by both parties. Such requests must be in writing and signed by both parties in order to be valid.

**D. GRIEVANCE HEARINGS**

*ARTICLE SIX – GRIEVANCE PROCEDURE*

Any employee officially engaged in grievance hearings under the terms of this provision and during regular working hours shall not suffer loss of salary. Neither shall it lead to overload nor overtime payments for the time spent at hearings.

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## 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 in the programs affected will have their work day 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/program where the employee is located. Employees may leave their place of work during their lunch periods. In the event that a person is required by their principal/supervisor to 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/ NON-WORK 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 (sick leave), personal business time or not being paid for the day.

Non-Earning/Non-Instructional/Non-Work days do not include summer break periods. For winter break and spring break employee shall have the option of using earned vacation pay or compensatory time.

**H. COMPENSATORY TIME**

1. 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.

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

3. Year-end Carry Over

At the employee's option, compensatory time up to equivalent to two days of regularly scheduled hours may be carried over from year to year.

4. Position Change

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

**I. EVALUATION**

1. During the job qualification period, the employee shall have an informal evaluation at the conclusion of three months and a formal evaluation at the end of the school year. Additional evaluations may occur at any time (within or after the job qualification period) and the contents of an evaluation are not grievable.

2. All employees must be formally evaluated in writing annually.

## ARTICLE EIGHT

### WAGES AND BENEFITS

#### A. WAGES

1. When step increases are agreed to through negotiations, an employee who has worked at least one half of the school year will qualify for a step advancement on the pay schedule. The complete wage schedule is attached in Appendix A.

2. **CDA Child Development Associates Certification Stipend / 90 Credit Hour Substitute Teaching Stipend**

CDA Child Development Associates Certification: \$400.00 for those working in a position requiring CDA and holding current CDA certification.

Stipend will be paid in June, adjusted at semester only.

3. **90 Credit Hour Substitute Teaching Stipend:** \$300.00. Must sub in own building if asked. No extra pay. Maximum of 12 days per 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.

Stipend will be paid in June, adjusted at semester only.

In order to qualify for the 90 Credit Hour Stipend the employee must complete the application for the stipend as provided by Human Resources and 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 the employee via email. It is the responsibility of the employee to pay this bill timely. Revocation of the application by MDE will result in the denial of your stipend.



4. Longevity

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

- a. The first full year of employment is the first year that counts toward longevity. Employee must be employed on or before September 30 of that year.
- b. For all subsequent years, an employee who works at least 50% of his/her contractual year shall have earned a full year toward longevity.
- c. In the event the employee works less than 50% of his/her contractual year, the longevity payment will be prorated based on the number of weeks worked by the employee.
- d. Years counted toward longevity shall include any time that the employee is on a Board approved leave of absence with pay and/or a Board approved FMLA.

Years of Work Completed	Amount
5 - 9	\$215
10 - 14	\$415
15 - 19	\$610
20 - 24	\$840
25+	\$1000

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**

1. General Provisions

- a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of benefit premiums.
- b. The insurance payment for Option A, Option C, Option D and Option E medical premiums by the Board shall be:

Single person coverage: \$6,344.80  
 Two person coverage: \$13,268.93  
 Three or more person coverage: \$17,304.02

- c. Medical premiums are paid on a fiscal year from July 1 through June 30
- d. The annual amount paid shall be prorated for employees who start after July 1 and/or terminate before June 30.
- e. Medical premiums from July 1 through June 30 are payroll deducted from 19 pays, beginning in September and ending in June.
- f. Employees shall contribute annually an amount equal to the difference between the cost of the member’s elected medical insurance coverage level and the District’s annual toward the premium of July 1 through June 30. This shall be prorated for part-time employees who are less than full time, but work at least 15 hours, or late start employees.
- g. The employee’s contribution for medical premiums shall be paid via payroll deduction through the pre-tax premium portion of the District’s section 125 flexible benefits plan.

2. Eligibility

GRPSPA			<b>CIL</b>	Cash in Lieu
(IA) Paraprofessionals			<b>M</b>	Medical
Eligibility	Hours Worked	FTE	<b>D</b>	Dental
M,D,V, L, LTD	30	1.0	<b>V</b>	Vision
M (prorated)	27	0.9	<b>L</b>	Life
M (prorated)	24	0.8	<b>LTD</b>	Long Term Disability
M (prorated)	21	0.7		
M (prorated)	18	0.6		
M (prorated)	15	0.5		
Below .5 None	12	0.4		
None	9	0.3		
None	6	0.2		

- a. Employees are eligible for benefits after a 90 calendar day waiting period.
- b. Each eligible employee and his/her eligible dependent(s) as defined by the underwriters are entitled to insurance coverage for the full period covered by this Agreement.
- c. Overage dependent coverage terminates at the end of the month in which the dependent becomes ineligible.

Benefit Eligibility							
	Employee	Spouse	*Child under 19	Child between the ages of 19 and 26	Full Time Student between the ages of 19 and 25	Full Time Student between the age of 25 and 26	Disabled Child over the age of 26
<b>Medical Insurance</b>	x	x	x	x	x	x	x
<b>Dental Insurance</b>	x	x	x	Not Eligible	x	Not Eligible	x
<b>Vision Insurance</b>	x	x	x	Not Eligible	x	Not Eligible	x
*"Child" includes dependent children, step-children, adopted children, and a child for whom the employee is the legal guardian.							
Employees and dependents are only eligible for benefits through the end of the month of the last day of the month in which they physically worked.							

3. Benefits Plans

- a. Members may select one of the following medical plans, which includes dental, vision, Life and LTD:

Option A

Medical:	Blue Cross Blue Shield
IN Deductible:	\$250 Single / \$500 Two or More People
IN Coinsurance:	In Network has 10% Co-insurance (you pay 10% of claims)
IN Copay (OV/UC/ER):	\$20/\$20/\$50
Rx Coverage:	\$7/\$35/\$70

Option B

Medical:	N/A – Cash In Lieu of Medical \$2,500 each calendar year
IN Deductible:	N/A
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	N/A

Option C

Medical:	Blue Cross Blue Shield
IN Deductible:	\$250 Single / \$500 Two or More People
IN Coinsurance:	In Network has 10% Co-insurance (you pay 10% of claims)
IN Copay (OV/UC/ER):	\$20/\$20/\$50

Rx Coverage:	\$10/\$40/\$80
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Option D

Medical:	Blue Cross Blue Shield
IN Deductible:	\$500 Single / \$1000 Two or More People
IN Coinsurance:	In Network has 10% Co-insurance (you pay 10% of claims)
IN Copay (OV/UC/ER):	\$20/\$20/\$50
Rx Coverage:	\$7/\$35/\$70

Option E

Medical:	Blue Cross Blue Shield
IN Deductible:	\$1300 Single / \$2600 Two or More People
IN Coinsurance:	In Network has 10% Co-insurance (you pay 10% of claims)
IN Copay (OV/UC/ER):	\$0 (after deductible)
Rx Coverage:	\$7/\$35/\$70 after deductible

4. Non-Medical Benefits:

- a. In the case of non-medical premiums, the Board shall pay the entire premium effective upon ratification and execution and shall not under any circumstances require the Board to provide the described benefits.

<b>ADN - Plan year July 1 through June 30</b>	
<b>Grand Rapids Public Schools Dental Benefits Plan Group #9714</b>	
Family Annual Maximum \$1,500 per eligible family for covered class I, II, III and IV services. Orthodontia Lifetime Maximum \$1,000 per eligible individual for covered class IV services.	
<b>Class I Preventive Services – 100%</b>	
Oral Examinations	Twice per plan year
Prophylaxis	Twice per plan year
Periodontal Maintenance	Four times per plan year, for patients with a periodontal condition
Topical Application of Fluoride	Twice per plan year to age 19
Space Maintainers	Once per area per lifetime, up to age 14
Sealants	Once per permanent molar, up to age 14
Bitewing X-Rays	Twice per plan year
Full-Mouth Series X-Rays	Once per 36 months
<b>Class II Restorative Services – 90%</b>	

Composite and Amalgam fillings**	Once per tooth surface per 12 months
Root Canal Therapy	
Periodontal Root Planing	Once per quadrant per 24 months
Periodontal Surgery	Once per quadrant per 36 months
Oral Surgery and Extractions	
General Anesthesia or IV Sedation	Medically necessary and with covered oral surgery
Denture Repair and Adjustment	
Denture Reline or Rebase	Once per 36 months, per arch
Inlays, Onlays, Crowns**	Once per permanent tooth in 60 months
<b>Occlusal Guards</b>	Once per lifetime
<b>Class III Major Services – 90%</b>	
Complete/ Partial Removable Dentures	Once per arch per 60 months
Fixed Partial Dentures (Bridges)**	Once per arch per 60 months
Endosteal Implants	Once per 60 months
<b>Class IV Orthodontic Services – 90%</b>	
Limited and Interceptive Treatment	Removable and Fixed Appliance Therapy
Comprehensive Treatment	Fixed Appliance Therapy

b. Vision:

<b>Grand Rapids Public Schools NVA Vision Benefits Plan - Group #8309000001 Staff</b>		
<b>Co-payment - None</b>	<b>Participating Provider</b>	<b>Non-Participating Provider</b>
<b>Examination Once Every Plan Year</b>	Covered 100%	Reimbursed Amount Up to \$35 (OD) Up to \$45 (MD)
<b>Contact Lens Evaluation/Fitting Once Every Plan Year</b>	Covered 100%	Daily Wear: \$20 Extended Wear: \$30
<b>Lenses Once Every Plan Year</b> <ul style="list-style-type: none"> <li>• <b>Single Vision</b></li> <li>• <b>Bifocal</b></li> <li>• <b>Trifocal</b></li> <li>• <b>Lenticular</b></li> <li>• <b>Oversized Lenses</b></li> </ul>	Standard Glass or Plastic  All Covered at 100%	Up to \$38 Up to \$60 Up to \$72 Up to \$108 N/A N/A

<ul style="list-style-type: none"> <li>• Photogreys</li> <li>• Transitions</li> <li>• Gradient &amp; Solid Tints</li> <li>• Polarized</li> </ul>		N/A  Up to \$38
<b>Frame</b> <b>Once Every Plan Year</b>	Retail Allowance ☑ Up to \$65	☑ Up to \$55
<b>Contact Lenses</b> <b>Once Every Plan Year</b> <b>Elective Contact Lenses</b>	In lieu of Lenses & Frame Up to \$115 Retail	In lieu of Lenses & Frame Up to \$115
<b>Medically Necessary</b>	Covered 100%	Up to \$200

c. Long Term Disability:

1. An active Paraprofessional Association employee of the Employer who is Actively At Work at least 30 hours each week, is eligible for LTD. In the event that a member qualifies for LTD, the Board shall pay its portion of all insurance benefits for the first six months, contingent on receipt of the member’s portion of the payment. For the next six months, the Board shall pay its portion of medical insurance premiums only, and all non-medical coverages will be terminated. After 12 months, all benefits will be terminated.

Eligibility Waiting Period:	You are eligible on the first day following 5 consecutive days as a member.
Benefit Waiting Period	90 days or the date your accumulated sick leave payments end, whichever is later.
Monthly LTD Benefit	66 2/3% of the first \$4,500 of your monthly predisability earnings, reduced by deductible income.
Maximum Monthly LTD Benefit:	\$3,000 before reduction by deductible income.
Minimum LTD Benefit:	\$100 or 10% of your LTD benefit before reduction by Deductible Income, whichever is greater.

d. Life Insurance and Accidental Death and Dismemberment: \$40,000

e. Cash In Lieu

1. Employees electing cash in lieu must certify they have medical coverage elsewhere. Cash in Lieu total annual amount of \$2,500 (paid September through June) will be prorated based on part-time hours and start date. Employees electing Cash in Lieu of health insurance will receive an additional \$10,000 in Life/AD&D insurance.

f. Health Savings Account

1. The Board will establish and maintain a Health Savings Account (H.S.A) for employees choosing a High Deductible Health Plan.

g. Flexible Spending Account

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

Medical Spending Account  
Dependent Care Spending Account

2. These accounts allow an employee to set aside tax-free dollars to pay for IRS approved medical related expenses and dependent care expenses.
3. The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in a High Deductible Health Plan.
4. A Dependent Care FSA will be available for child care expenses for all eligible employees regardless of their medical plan choice.

h. Optional Benefits

1. All optional benefits elected by an employee shall be paid through payroll deductions.
2. Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.
3. Optional benefits shall be made available to all benefit eligible employees as follows:
  - A. Basic Term Life Coverage
  - B. Supplemental Term Life Coverage
  - C. Accidental Death and Dismemberment Coverage
  - D. Dependent Life Insurance
  - E. Short Term Disability Insurance

4. Other Provisions

- i. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee's Medical Insurance,

Dental Insurance, Vision Insurance, and Negotiated Group Term Life Insurance shall continue, with necessary premiums paid by the Board, for twelve (12) months. However, employees must continue to pay their portion of the insurance premiums. If the employee is still disabled after twelve (12) months, he/she may, at the employee's expense, continue insurance benefits through COBRA.

- ii. The Board shall pay its portion of insurance premiums during the summer for laid off employees. However, employees must continue to pay their portion of the insurance premiums.
- iii. Medical, dental, vision, negotiated group term life, LTD or cash in lieu changes will become effective the first of the month following the change of employment status. Other qualifying life events, such as birth, marriage or divorce are effective the date of the event.
- iv. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.
- v. All newly hired employees must enroll in benefits within 30 days of hire. An employee may change the level of coverage only during the annual open enrollment period or within 30 days of a qualifying event.

5. Changes in Carrier

- i. The parties agree that future changes of carrier will be made after mutually conducting a thorough evaluation to assure it meets the specifications of this Agreement and currently approved certificate booklet.

**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 judgment 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 \$250 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 requests 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. Spring Holiday
  - g. Memorial Day
  - h. Christmas Eve
  - i. New Year's Eve
  - j. Martin Luther King Jr. 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. Spring Holiday
  - i. Memorial Day
  - j. Fourth of July Day
  - k. Martin Luther King Jr. 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, (Must provide doctor's note) 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:

After Completion of # of <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 the first day of school for 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:

After Completion of # of <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 unused 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, of the given year, and up to the employee's last scheduled work day (this may vary based on the individual's assignment), the amount paid for each unused day shall be \$30.00.
- There shall be no payment for notification after an individual's last scheduled work day, (this may vary based on the individual's 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 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 of using accumulated sick leave time to purchase Universal Service Credits up to the maximum allowed at the accumulated leave time payout rate. The retiring employee shall initiate the tax deferred purchase process with MPSERS. Upon approval of the application by MPSERS, and pursuant to IRS guidelines, the District will pay the accumulated leave money at the time the retiring employee receives his or her last pay. The amount may be set up as a payroll deduction and forwarded to MPSERS to facilitate this purchase.
- 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.
- 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 or equal to \$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 Valic or other District selected sponsor 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. 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.

**M. 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.

**N. 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.

**O. 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.

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## ARTICLE NINE

### LEAVE OF ABSENCE

#### A. GENERAL RULES

##### 1. Application

- a. Except under circumstances beyond the employee's control, application for leave of absence must be made in writing to Human Resources not less than thirty (30) working days before the commencement of the leave. Requests for Family Medical Leave, Personal Illness Leave, and Child Care Leave must be made to The Standard Insurance Company (The Standard) via telephone or online at [www.standard.com](http://www.standard.com) not less than thirty (30) working days before commencement of the leave except under circumstances beyond the Employee's control.
- b. Leave will not be considered until all supporting documentation is received. For medical leaves, a physician certification from must be submitted within fifteen (15) days of the request.

##### 2. Grant or Denial

- a. The approval or denial of the application will be in writing to the Employee within (5) five working days after receipt of the application, information from the Employee and physician , if applicable, in compliance with the FMLA guidelines. Approvals or denials for medical leaves or child care leave will come directly from The Standard.
- b. Certain leaves may be granted if it results in the return to work of an employee on layoff.
- c. Notwithstanding 2. b above, non-medical leave will not be granted if the applicant's last performance evaluation was unsatisfactory as recorded on a final evaluation form or if the applicant's pending evaluation is unsatisfactory as recorded on the interim evaluation form, unless required by law.
- d. Notwithstanding 2. b above, non-medical consecutive leaves may be granted at the discretion of the District.

##### 3. Benefits During Leave

No benefits or salary will be paid by the District during the leave unless required by law. Affected employees will be notified of COBRA upon termination of insurance.

4. Duration

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

5. Notification of Return

Employee shall return to work upon expiration of their leave. An employee must notify Human Resources, in writing, either that he/she will return to work or request an extension. The notice or request must be received by Human Resources no later than thirty (30) calendar days before the expiration of the leave. If an employee fails to return to work, give timely notice or to timely request an extension it shall be conclusively presumed a resignation from employment.

A grant or denial of a request for extension shall be within the discretion of the Superintendent or designee. If the request for an extension is denied and the employee does not return to work, it shall be conclusively presumed that the employee resigned employment.

Employees returning from medical leave must provide return to work authorization to the Benefits Department prior to returning to their work locations.

6. Return

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

b. Upon Return from Leave

1. The employee's rights to benefits under this Agreement will be reinstated. It is the employee's responsibility to contact the Benefits Office to process necessary re-enrollment paperwork.

2. If the employee worked fifty percent (50%) or more of the scheduled work year in the school year in which the leave commenced, one step on the salary schedule shall be credited if steps were approved and granted by the Board. Otherwise the

employee shall be placed on the same salary step as at the commencement of the leave.

**B. LEAVES OF ABSENCE MAY BE GRANTED FOR THE FOLLOWING REASONS:**

1. Family Medical Leave
2. Ada (Americans With Disabilities Act) Leave
3. Personal Illness
4. Childcare Leave
5. Bereavement Leave
6. Civil Duty Leave
7. Educational Leave
8. Personal Business Leave
9. Leave For Other Purposes
10. Military Leave

1. Family Medical Leave

- A. 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 immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the Board shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:
  1. the serious health condition of the employee; or
  2. the serious health condition of the employee's spouse, parent, or child; or
  3. the placement of a child for adoption or foster care; or
  4. the birth of employee's son or daughter and care of the infant Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child; or
- B. Qualifying exigency leave: eligible employees who are the spouse, son, daughter or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces; or
- C. Military caregiver leave: eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who

is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the armed forces.

- a. Whenever practical, the employee will provide the Board at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave. All requests for medical leave must be submitted to The Standard. Information will be found on InfoHost.
  - b. The Board requires that FMLA leave be supported by certification from the employees or family member's health care provider. The employee shall have 15 days to obtain and return the medical certification. Reasonable extensions of time shall be granted upon request. Failure to comply with this provision will result in a denial of FMLA leave and the employee shall also not be eligible for personal illness leave pursuant to (Article 8, Section 3).
- D. The employee must use all accrued paid leave days before he/she may go on unpaid status.
- E. The employee shall have the right to take the leave on a reduced or intermittent schedule when certified as medically necessary. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the Board to:
1. take leave for periods of a particular duration; or
  2. temporarily transfer to another position offered by the Board for which the employee is qualified.
- F. FMLA leave shall run concurrently with other applicable leaves of absence, if any.
- G. The Board shall maintain District paid medical, dental, vision benefits during periods of leave covered by the FMLA. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213(a)(2), will be subject to discharge and will be expected to reimburse the District for the medical, dental and vision premiums for any period of time the employee is deemed ineligible for employer sponsored benefits. Such reimbursement shall be deducted from any remaining monies then owed the employee.

- H. Seniority shall continue to accrue during the FMLA leave.
- I. Upon return from 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.
- J. In the event the FMLA is modified through legislation, rules, regulations, or court decision, the Parties agree to negotiate concerning the effects, upon request of either Party.

2. ADA (Americans with Disabilities Act) Leave

- A. Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing her/his job duties because of a disability, unless the leave is determined to impose an undue hardship or safety or a health risk, in accordance with the Americans with Disabilities Act (ADA).
- B. A disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of that person.
- C. Employee requests for disability leave shall be submitted in writing and the disability and recovery period shall be defined and certified by a licensed health care provider, subject to a second opinion at the Employer's expense.
- D. Disability leave shall not exceed one year (12 months), unless specifically authorized by the superintendent or designee. An employee who fails to return from disability leave shall be subject to discharge.
- E. The employee must use all accrued paid leave days before he/she may go on unpaid status.

3. Personal Illness Leave

- A. An employee may request personal illness leave under the following conditions:
  - 1. The employee has a serious health condition, as defined by the FMLA, but does not meet the eligibility requirements for FMLA.
  - 2. An employee's family member has a serious health condition as defined by the FMLA, but the employee does not meet the eligibility requirements for FMLA.
  - 3. The employee does not have a serious health condition as defined by FMLA

but has an illness or condition that requires him/her to be absent from work for more than 3 consecutive days.

4. In cases subject to Workers Compensation Law, personal illness leave may be used to supplement Workers' Compensation so that the total amount paid an employee will equal, but not exceed his/her regular salary for the period of absence from duty.
  - B. An employee requesting personal illness leave shall submit a request in writing and shall submit a certification from a licensed health care provider to Human Resources, indicating that the leave is necessary. Failure to provide medical certification within 15 days will result in a denial of the leave unless an extension is requested and granted.
  - C. During a personal illness leave, an employee must exhaust all sick and personal business leave and accrued compensatory time, before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of that month. Affected employees will be notified about COBRA upon termination of insurance.
  - D. Personal illness leave shall not exceed one year (12 months).
  - E. Prior to return from personal illness leave, the employee shall present a medical release from his/her physician, if applicable, that he/she is able to return to perform the essential functions required by the position. In addition, before the employee returns, the Board may, at its expense, require examination by health care providers of its choice.

4. Child Care Leave

- A. Child care leave shall be granted for the purpose of bonding with the employee's natural newborn, adopted, or foster child for employees who have either exhausted their FMLA leave or who are ineligible for FMLA.
- B. During a child care leave, an employee must exhaust all sick and personal leave and accrued compensatory time, before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of the month.
- C. Child care leave may extend up to one (1) year (12 months), including time covered by the FMLA,, during the first year after the child's birth or placement.
- D. Any employee placed on child care leave shall not be employed elsewhere during the period covered by the leave.
- E. Unless otherwise agreed, employee will be returned to the position occupied prior to the beginning of the leave provided the actual duration of the leave does

not exceed twelve (12) months, the position has not been eliminated and the employee has made the request in writing at the time the leave began. If the position no longer exists, employee and the Superintendent may agree to placement in a position equivalent in pay, benefits, hours and other terms and conditions of employment if one exists

5. Bereavement Leave

- A. Bereavement leave time because of the death in the immediate family (spouse, children, siblings, parents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, any minor child living with the employee) of an employee shall not exceed nine (9) working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two (2) working days. Additional time as allowed by the Superintendent or designee.

6. Civil Duty Leave

A. Jury Duty

1. In the event an employee is summoned for jury duty during their scheduled work year, a 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 Human Resources 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 District with the exception of mileage.

B. 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 Human Resources 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 Human Resources upon receipt of the subpoena. Human Resource staff will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of laws and regulations occur.

3. Pay received from the court for witness fees in excess of five (5) days of service shall be reimbursed to the District with the exception of mileage.

C. 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.

D. Public Office

1. Upon thirty (30) day notice and upon approval of the Superintendent, the Board shall grant a leave of absence for not more than three (3) weeks, without pay or benefits, to any employee to campaign for public office. If the employee does not exercise the leave of absence listed in 2. below, the Board agrees to return ancillary staff to the same position held prior to the leave.

2. If the employee is elected to the public office and it is necessary to discontinue his/her employment in the Grand Rapids Public Schools in order to fulfill the requirements of his/her political office, he/she may, at the discretion of the Board, be granted a leave without pay or benefits for the term of the elected office but said leave shall not exceed two (2) years.

7. Educational Leave – alternate work schedule if approved by Supervisor and Superintendent.

- A. Upon approval of the Superintendent or designee, a leave of absence without pay or benefits for up to twelve (12) months may be granted to any employee who desires an educational leave. Such leaves for education may be renewed or extended upon approval of the Superintendent or designee.

- B. An educational leave shall be placed in one (1) of the two (2) following categories:

- 1) Study related to the employee's assignment or prospective assignment as determined at the time of the application. The employee will be re-employed and advanced on the salary schedule as if he/she was employed by the District if salary increases were provided to other employees during the time of the leave. Upon return, the employee will submit written proof of study to Human Resources, provided he/she was a full-time participant in the study program.



- 2) Study not related to the employee's assignment or prospective assignments as determined at the time of application. Upon returning the employee will submit written documentation of study to Human Resources

8. Employee Personal /Business Leave

A. Each full-time employee having been employed for at least six (6) months may use four (4) leave days yearly for the employee's personal business which shall not be deducted from his/her accumulated sick time.

1. The application shall be made on the short term absence request form provided by the Board and processed according to administrative rules.
2. The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
3. This leave shall not be utilized for vacation, recreational and/or hunting and fishing purposes.
4. This leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).
5. Unused days will accumulate as accumulated sick days.
6. 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.

9. Other Leaves

A. Association Leave

Time will be given for members to conduct Association business with representatives of the District's management staff or events of mutual concern. The District shall grant up to 10 days to the Association so that they may attend Association conferences and conventions. Association will reimburse the District for the District's portion of employee's retirement costs, pursuant to MCL 38.1371. Association Leave Days must be approved by Human Resources. Human Resources will not approve an Association Leave without the authorization of the employee's supervisor and the Association President or designee.

B. Religious Holiday Leave

An employee may use two (2) sick days for religious observances if he/she has no personal business leave days. When an employee requests the use of this leave for days not known to be a religious holiday, the Board may request documentation.

C. Career Exploration Leave

a. Internal Career Exploration Leaves: Upon application, the District shall grant a leave of absence for up to one (1) calendar year to any employee for the purpose of career exploration within the Grand Rapids Public Schools System.

b. External Career Exploration Leaves: Upon application, the District will consider granting a leave of absence for up to one (1) calendar year to an employee for the purpose of career exploration pursuant to the following conditions:

- The external position is not the same or equivalent to a current Association or bargaining unit position;
- The employee's employment record over the last four years has been satisfactory;
- The supervisor recommends the career exploration.

c. During the career exploration leaves (internal or external), benefits will not accrue including years of service.

d. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit if an employee returns to the bargaining unit position, his/her former seniority shall be reinstated.

e. If a career exploration leave is granted, the following conditions apply to the employee upon exploration of the leave:

- The employee must notify Human Resources within 30 days of the end of the leave of his/her intent to return to the bargaining unit position
- The employee must successfully bid into an open/available bargaining unit position – a position will not be held for the employee.
- If the employee does not successfully bid into an Association or bargaining unit position within six (6) months of his/her scheduled return date, he/she will be considered to have resigned.

10. Peace Corps, Military Leave (Non FMLA Qualifying)

1. After submitting a written request and upon approval of the Superintendent, any non-probationary employee may be granted a leave without pay for serving in the Peace Corps, any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.
2. Non FMLA military leave for the employee, military qualifying exigency leave, or military care giver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.
3. Return
  - a. Employees who are returning from military leave must give notice of intent to return to work according to the following guidelines:
    - i. For service less than 31 days, the employee must return to work 5 working days after release from service.
    - ii. For service of more than 30 days but less than 181 days, the employee must provide notice of intent to return within 14 days of release from service
    - iii. For service of more than 180 days, the employee must provide notice of intent to return within 90 days of release from service

Employees are entitled to return to their same position or a comparable position consistent with the Uniformed Service Employment and Reemployment Rights Act of 1994 as amended.

**C. SHORT TERM LEAVE**

1. The leave is requested five (5) working days in advance of the beginning of such leave except in situations where the employee is prevented from doing so by conditions beyond his/her control.
2. The leave may not exceed ten (10) consecutive working days.
3. The leave, except in emergency situations, shall not fall during the first two (2) weeks of school nor the last two (2) weeks of school.
  - a. The day(s) will be granted on a “first-requested, first-granted” basis.

b. No employee may have more than (10) working days of short term leaves in any school year.

c. Benefits shall continue during such leave.

4. No employee may have more than one (1) short term leave in any school year.

5. A short term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for a number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.

**D. ACCUMULATION OF LEAVE DAYS**

1. 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.

5. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence.

6. If an employee is returning from a personal illness or injury and the District has reason to believe the employee is not yet medically fit to return, the District may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.

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

8. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.

## 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.

#### 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;
3. 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;
4. is laid off for a continuous period of twenty (20) months or the length of service (seniority) at time of layoff, whichever is less;
5. 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.
6. 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. Notification will be issued to the affected employee within 7 days of the date Human Resources is officially notified of the 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 eliminate positions in the bargaining unit, a conference shall be held with the Association Executive Committee prior thereto. However, the Board's right to adopt a consolidation or elimination shall not be impaired.

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 transfer:

- Special Qualifications (Computer Lab, One-On-One Special Education Paraprofessionals, 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 posting for forced transfer employees will be held no later than June 30<sup>th</sup> of each year. The district shall post electronically jobs that will be available to bid on. During this posting period, a forced transfer employee may bid on vacant positions for which they believe they are qualified. Positions shall be filled pursuant to Article 11, D –

Vacant Positions. Forced transfer employees who do not bid will be interviewed and placed in vacant positions for which they are qualified, immediately following the posting period. Any required testing shall be administered prior to the interviews for the positions an employee has bid on.

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 transfer employee who does not bid or does not accept an assignment to an open position (for which he/she is qualified) and no other paraprofessional who was forced transfer is eligible for the open position, then that employee will be considered as voluntarily resigned from employment with the District. However, if there are Paraprofessionals who were forced transfer that are ELIGIBLE AND qualified for the open position, the employee who did not bid or does not accept an open position will be considered laid off.

**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 using the district's electronic application system 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 apply online using the district's electronic application system within the 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. Interviews for vacancies shall be conducted and positions awarded or denied within ten (10) calendar days after the end of the posting period; provided, however, the transfer shall take place within 10 days of the position being accepted. Timelines for the transfer to a new position may be reduced or extended with agreement from the outgoing and incoming building supervisors.

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 Resources.

First priority will be given to qualified applicants whose school year assignment is in the building where the summer work exists. If there is no qualified applicant from the building where the summer work exists, the second priority shall be the qualified applicant with the most seniority in the bargaining unit. 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 School employees shall have preference over non Grand Rapids Public School employees and bargaining unit members (this includes all members regardless of whether or not they are dues paying members) shall have preference over non bargaining 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 transfer and all applicable contract language and district procedures regarding a forced transfer employee shall apply to the individual(s).

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## ARTICLE TWELVE

### LAYOFF - RECALL - SUBSTITUTES

#### A. LAYOFF

1. If a layoff occurs for any reason and probationary employees are employed, they shall be the first laid off. The District shall not be required to recall any probationary employee who was laid off.
3. If layoffs are required, the employees shall be laid off according to inverse order of seniority in the bargaining unit, provided the District is not required to keep any employee in a position for which he/she is not qualified. Qualified is defined as meeting the requirements in the posted job description. Officers and representatives of the Association shall assume top seniority for positions provided they meet the qualifications for open positions.
4. Employees to be laid off shall be notified, in writing, of any layoff a minimum of fifteen (15) working days before layoff begins.
5. Employees who are laid off may not bid on open bargaining unit positions until they have been recalled.

#### B. RECALL

1. When the workforce is increased following a layoff, employees laid off above shall be recalled in the inverse order of layoff, provided that the District is not required to recall any employee to a position for which he/she is not qualified.
3. Notice of recall shall be made by U.S. mail to the employee's last known address provided to Human Resources, with a copy to the Association. It is the laid off employee's responsibility to notify Human Resources of his/her current address. The District may precede written recall notice with a telephone call.
3. If the employee fails to report to work on the date of return stated in the recall notice, he/she is conclusively presumed to have voluntarily quit unless he/she:
  - a. is disabled and is unable to notify the District because of such disability; or
  - b. is disabled from working, in which case he/she is required to provide satisfactory medical evidence of such disability to Human Resources before the end of five (5) days. It is the employee's responsibility to keep the District apprised of the disability status and to provide advance notification of a return work date; or

- c. is employed elsewhere, in this case, Human Resources shall have the discretion to grant an extension of the date to return to work so that the employee may comply with notification requirements of the other employer. If the employee does not return to work on the original report date specified (or the extended date, if so granted) he/she shall be presumed to have voluntarily quit.
4. A laid off employee who is recalled to a position which is lower in pay, hours, and/or benefits shall have the right to accept or refuse the position without adversely impacting the employee's recall rights.

**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.

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## 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 called to that individual's attention within 10 days of receipt of complaint by Human Resources. 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.

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## 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.

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## 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.

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## ARTICLE SIXTEEN

### MISCELLANEOUS

#### A. AGREEMENT COPIES

The Board will post this agreement on the district's intranet, InfoHost.

#### 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 is 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.

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.

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## 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 upon ratification by both parties and shall continue in effect until the 30th day of June, 2019. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by the parties.

This agreement may be re-negotiated during its term at the option of either party after April 1, 2018. If this agreement is re-negotiated, the negotiations shall be specifically limited to the direct pay rates, inclusive of steps, and hardcap of employees covered by this. All other provisions of this agreement shall remain in full force and effect during the re-negotiations and until this agreement is re-negotiated or terminated.

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

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

**GRAND RAPIDS PUBLIC SCHOOLS  
PARAPROFESSIONAL ASSOCIATION  
(GRPSPA)**

\_\_\_\_\_  
(Its President)

\_\_\_\_\_  
(Its President)

\_\_\_\_\_  
(Its Chief Negotiator)

\_\_\_\_\_  
(Its Chief Negotiator)

**APPENDIX A**

For the 17-18 school year, GRPSA bargaining unit members shall receive an off-schedule stipend based upon the following criteria:

**Enrollment Incentive**

70-95 student increase	.25% stipend
96-110 student increase	.50% stipend
111-130 student increase	.75% stipend
131-160 student increase	1.0% stipend
161-200 student increase	1.25% stipend
over 200 student increase	1.50% stipend

**WAGE SCHEDULES**

SCHEDULE	STEP	HOURLY RATE
H419	1	10.47
H419	2	11.11
H419	3	13.19
H419	4	14.84
H419	5	15.87

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## 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 access<sup>1</sup>. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee’s written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
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

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<sup>1</sup> The medical files of an employee are kept separate from the personnel records. Access is limited to those with a legitimate business reason to have access.

distributed at new employee orientations. The Board will have it available for employee review in all District buildings.

6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

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

The alcohol test used shall be the breath alcohol test. If an employee produces a positive breath alcohol test (.04 or above), he/she may request a blood alcohol test at employee expense. The Board will consider the results of all tests conducted before determining what, if any action to take. If the employee is unable to produce sufficient breath volume after three attempts, the employee may be directed by the Board to submit to a blood alcohol test at Board expense.

7. **Definition of “at work.”** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of “at work.”
8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.
9. **Board Right to Mandate Test Upon Reasonable Suspicion.**
  - a. **First Incident.**
    1. If two trained administrators, using the “Observed Behavior-Reasonable Cause Record” (which is attached to this agreement) 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 nor the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will 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.**