

AGREEMENT

between the

Board of Education

of the

**Grand Rapids
Public Schools**

and the

**Grand Rapids
Educational Support
Personnel Association**

Wages and Benefits

2004 - 2006

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AGREEMENT

THIS AGREEMENT is made and entered into on this 1ST DAY OF JULY 2004, by and between the GRAND RAPIDS BOARD OF EDUCATION (hereinafter called the Board) AND the GRAND RAPIDS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter called the Association).

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ARTICLE 1 CONTEXT

A. PURPOSE

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

B. RECOGNITION OF OBLIGATIONS

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

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ARTICLE 2 RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the GRESPA employees as defined for this unit by the Michigan Employment Relations Commission on March 9, 1993 (here-after called "employee"), excluding all temporary employees (less than thirty [30] work days in the fiscal year, except for in the case of food service workers, 120 work days in the fiscal year), supervisors, management supportive service staff, students and all other positions in the Grand Rapids Public Schools. The Board agrees to meet with the Association to negotiate the effects resulting from the transfer of employees ' job functions, or positions. Specific positions, classifications and departments are described in Appendix A.

B. ACKNOWLEDGMENT OF AGREEMENT

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

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**ARTICLE 3
AGENCY SHOP**

A. PAYMENT OF DUES, FEES, ASSESSMENTS

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

B. MANNER OF PAYMENT

1. Whenever possible, prior to December 1, the Association shall notify Human Resource Services and Business Services in writing, of the amount of dues, fees, and assessments for the year.
2. Each month the Board will deduct the amount of dues, fees, and assessment from the employee's paycheck and within ten (10) working days shall remit such deduction to the Association upon written authorization from the employee and in a form consistent with the laws of Michigan. The Board shall honor all existing authorization forms presently in its possession where permissible under Michigan law.
3. When possible, deductions shall be made from the employee's paycheck in equal amounts over the remaining pay periods of the school year.
4. At the time the deductions are remitted, the Board shall provide the Association with a list of names of the employees from whom such deductions were made.
5. An employee may pay dues, fees, and assessments directly to the Association in lieu of payroll deduction. The names of such employees shall be submitted by the Association to the Office of Business Services as soon as possible following the payment.

C. MANDATORY DEDUCTIONS

1. In the event an employee fails to pay the dues, fees, or assessments established by the Association (as authorized by this Agreement) either directly to the Association or through payroll deduction, the employer shall, at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.
2. The Association shall indemnify the Board against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the Board for the purposes of complying with the provision of this agreement, provided that the Board sought and received the agreement of the Association prior to such action, or acted at the request of the Association. The Association and the District shall mutually agree on the selection of the legal counsel to be used in the event this provision is invoked.

D. NEW EMPLOYEES

1. Within thirty (30) days of employment, the Board shall provide the Association Treasurer with the name of each employee assigned to any position represented by this Association.
2. The Boards' Human Resource Services Department shall provide each new employee with (1) GRESPA membership card; (2) dues deduction authorization card; (3) the current GRESPA constitution; and (4) the current Board-GRESPA contract.
3. Dues, fees, and assessment deductions for new employees shall begin no later than the next regular payroll deduction date following thirty (30) days of employment, except for new food service workers who may work 120 work days in the fiscal year without being subject to the requirements of this provision - Article 3(D).

E. PAYROLL DEDUCTION

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

**ARTICLE 4
EMPLOYEE AND ASSOCIATION RIGHTS**

A. RIGHT TO ORGANIZE

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

B. USE OF BOARD FACILITIES

The Association and its members shall have the right to use Board of Education building facilities at reasonable times and hours. The Association and its members may also use Board of Education office equipment, and supplies, so long as such use does not interfere with the operation of the Board of Education. The Board of Education may require the Association to

pay the reasonable cost for the use of supplies and equipment. The Association may post Association notices on a bulletin board designated for such purpose.

C. NEGOTIATING COMMITTEE

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

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D. TIME OFF FOR GRIEVANCES

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

E. ASSOCIATION ACTIVITIES

No employee will engage in Association activities during working hours unless permitted within this Agreement or by permission from his/her immediate supervisor. Any employee who is absent from his/her assigned duties for the purpose of Association business shall have a pro-rated deduction of his/her hourly wage for each hour or part of an hour of his/her absence.

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F. REQUEST FOR INFORMATION

1. Requests for records and information shall be made in writing to the appropriate Facilitator of Human Resources or such other person designated by the Board.
2. Consistent with its obligation, the Board shall provide the records and information requested or access to the records and information requested where such records and information are relevant to administrating and/or negotiating the collective bargaining agreement between the Board and the Association.
3. In the event the Board determines that the records and information requested are not required to be provided by law, the Board will provide within ten (10) working days, a written explanation of the reason for denial of the request.

4. The records and information or access to the records and information shall be provided to the Association within a reasonable period of time. A reasonable time period shall be ten (10) working days unless the Board provides in writing, within the ten (10) day period, an explanation as to why it is not possible to provide the records or information within the agreed upon time frame and a statement as to the date on or before which the records and information will be provided.

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5. It is further understood that nothing in the above shall be construed to place a greater obligation on the Board to provide records and information to the Association than is required by law.

G. INDIVIDUAL RIGHTS

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

H. CONTRARY TO LAW

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

I. INDIVIDUAL AGREEMENTS

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

J. OTHER ORGANIZATIONS

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

K. SEXUAL HARASSMENT

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

L. FREEDOM OF INFORMATION ACT

1. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resource Services not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.

2. The personnel file shall consist of (but not by way of limitation) the following: application for employment; letters of reference; other than those which are exempt from disclosure under law; employee performance evaluations; letters of recommendation, praise, or thanks; disciplinary materials; and letter of resignation.
3. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:
 - a. race
 - b. unlisted telephone number(s)
 - c. personal insurance information
 - d. social security number(s)
 - e. bank account information
 - f. credit union information
 - g. medical and/or psychological records, facts, or evaluations if an individuals identity would be revealed
 - h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
 - i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)
 - j. documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
 - k. any disciplinary information more than four (4) years old, unless the disclosure required by law
 - l. any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
 - m. student records or references to specific students as required by FERPA
 - n. evidence concerning authorization to work in the U.S.
 - o. employer references, as required under Bullard-Plawecki
 - p. educational transcripts
 - q. criminal history checks including fingerprints
 - r. documents pertaining to current litigation involving the requesting party
 - s. privileged attorney communications, opinions, work products

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4. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the Employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Human Resource Services Office, but not yet converted to microfiche, shall be considered to be a part of the personnel file.
5. The parties recognize that this agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

ARTICLE 5
BOARD RIGHTS AND RESPONSIBILITIES

A. RESPONSIBILITIES

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

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

B. AUTHORITY

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the School District of the City of Grand Rapids and that the Board has the necessary authority to discharge all of its responsibilities in a reasonable manner, subject to laws in the provisions of this Agreement and in accordance with applicable state and federal laws.

C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies, the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees; and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law. No actions shall violate any of the express terms of this Agreement and no rules or regulations shall be adopted or revised which violate the express terms of this Agreement unless mandated by law. Deleted: acts through Deleted: The Deleted: and termination

**ARTICLE 6
GRIEVANCE PROCEDURE**

A. DEFINITIONS

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

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

B. PURPOSES

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

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered maximum and every effort should be made to expedite the process. If appropriate action is not taken by the aggrieved within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. The failure of Board representatives to adhere to grievance time limits shall mean that the grievance is automatically transmitted to the next level. The time limits specified may, however, be extended by mutual agreement, in writing, between the Association President and Human Resource Services or their designee.

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

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1. Informal Level

An employee shall within fifteen (15) days of the occurrence of the grievable event or the time at which the employee or the Association should reasonably have been expected to have had knowledge of the grievable event, orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. At the employee's option, an Association representative will be present at this meeting. If the aggrieved is not satisfied with the disposition and wishes to further pursue the matter, he/she shall file the grievance in writing.

2. Formal Level 1

- a. If the grievance has not been resolved within five (5) days of the informal level meeting or not later than twenty (20) days after the grievable event (or the time at which the employee or the Association should reasonably have been expected to have had knowledge of the event), the grievance shall be filed in writing with the employees' immediate supervisor.

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

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3. Formal Level Two

- a. If the aggrieved, after receipt of the written answer from Level One is not satisfied with the disposition of the grievance at Level One, a letter shall within five (5) working days thereafter be transmitted by the employee to Human Resource Services stating a desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Association.
- b. Within ten (10) working days of receipt of such grievance, the Human Resource Services office or designee will meet with the aggrieved and G.R.E.S.P.A. representative to discuss the issues. A written answer shall be given to the aggrieved and the GRESPA representatives within twenty (20) working days after receipt of such grievance.
- c. An Association grievance commencing at this level shall be filed within fifteen (15) days of the grievable event or the time the Association should reasonably be expected to have had knowledge of the event.

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4. Formal Level Three

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

The parties shall attempt to mutually select an arbitrator, if the parties cannot mutually agree as to the arbitrator, the arbitrator shall be selected by the American Arbitrator Association (AAA) in accordance with its rules which will likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, if the parties agree on an arbitrator outside of the AAA process, the hearing and the award shall be governed in accordance with AAA rules.

- b. The power of the arbitrator shall be limited to the interpretation of application of the express terms of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written.

- c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association if part of the requested relief is obtained. Such fees and expenses shall be paid by the losing party if none of the relief requested by that party is obtained.

All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

- 5. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source of a like nature during the period of the back pay.

ARTICLE 7 WAGES

A. WAGE SCHEDULES

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

B. STEP PROGRESSION

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

C. LONGEVITY

- 1. For longevity purposes, years of service in the Grand Rapids Public School System shall be computed once per year, as of the first pay date in December. Employees whose employment terminates for any reason, other than disciplinary action, prior to

that date shall be paid longevity at the time of termination of employment prorated to the time of termination of employment through the last full month of employment. The designated beneficiary (on file) of each employee shall receive, upon the employee's death, the same benefit.

2. The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or more.
3. The earning period for longevity shall cover the period from July 1 to June 30.
4. Each employee, full-time or part-time who was employed by the Grand Rapids Public Schools on or before June 30, 1987, and each full-time employee, who has completed the number of years of service, as stated below, shall be paid longevity at the rate per annum as indicated:

01 July 2005 & 2006



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July 1, 2001 - June 30, 2002

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July 1, 2002 - June 30, 2003

5 years	\$300
10 years	\$600
15 years	\$900
20 years	\$1,200
25 years	\$1,500

5. Employees must work at least twenty (20) hours per week to be eligible for longevity. Employees assigned to work less than full-time shall receive benefits prorated to their assignment. A full-time employee is defined as working thirty two and one-half (32.5) or more hours per week. Benefits shall be prorated for employees less than full-time as follows:

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

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

D. SHIFT PREMIUM

1. Employees earning day shift wages will report at 5:00 a.m. or after but prior to 11:30 a.m.

2. Each employee reporting for work on the second shift (11:30 a.m. or after, but prior to 8:00 p.m.) on regularly assigned working days shall receive forty cents (\$.40) per hour over his/her regular salary for hours worked.
3. Each employee reporting for work on the third shift (8:00 p.m. or after, but prior to 5:00 a.m.) on regularly assigned working days shall receive forty-five cents (\$.45) per hour over his/her regular salary for hours worked.
4. Each permanent (school year) second and third shift employee shall receive night premium pay for the entire school year on regularly assigned working days regardless of starting hours.

E. SPECIAL ASSIGNMENTS PAY

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

1. **Supply**

Leadperson	\$0.75
Group Leader	\$0.55
2. **Maintenance**

Leadperson	\$0.75
*Group Leader	\$0.55
Paint Sprayer & Sign Painter	\$0.50
Lay-Out Development Specialist	\$0.50
**Master Plumber	\$0.50
**Master Mechanic	\$0.50
**Master Electrician	\$0.50

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

CODE	RATE	DEFINITION
<u>C</u>	<u>\$.20</u>	<u>These positions are bid through the Advanced Bid Procedure or through Human Resources. The "C" Code may not be used with "G" or "K" and are used only by unassigned personnel.</u>
<u>G</u>	<u>\$.55</u>	<u>These positions are assigned at the supervisors discretion for:</u>

Deleted: Operations
Leadperson \$0.75
Group Leader \$0.55
Integrated Pest Management . . \$0.45
Playground Maintenance . . \$0.45
Building Manager with Pool . . \$0.50
Lincoln Development Center
Pool . \$0.35
(Head Custodian)
Supply Head Custodian . . \$0.20
Grounds Leadperson . . . \$0.75
~~~~~Section Break (Continuous)~~~~~
*Grounds Group Leader . . \$0.55
Sector Cleaning . . . \$0.25
Landscaper . . . . \$0.45
Tree Trimmer . . . . \$0.45

		1. <u>Temporary assignment leading three of more individuals,</u>
		2. <u>Temporary assignment acting as head custodian, building manager, building maintenance or head grounds.</u>
		3. <u>Building manager assuming coordinator role for a section that includes at least six (6) or more buildings.</u>
		4. <u>This code is not to be used with “C” or “K”</u>
		5. <u>This code requires the written notification from the Operations Manager or designee.</u>
<u>K</u>	<u>\$.25</u>	These positions are assigned at the supervisors discretion for:
		1. <u>Temporary use by staff other than “unassigned” personnel.</u>
		2. <u>When reporting to multiple buildings on the same shift</u>
		3. <u>Requires written notification from Operations Manager or designee.</u>
<u>L</u>	<u>\$.75</u>	These positions are bid through the <u>Advance Bid Procedure or through Human Resources.</u>
		1. <u>for “lead person” positions.</u>
		2. <u>Used only with “P” when appropriate.</u>
<u>P</u>	<u>\$.50</u>	These positions are bid through the <u>advance bid process or through Human Resources for building managers who have in house swimming pool responsibilities.</u>
<u>T</u>	<u>\$.55</u>	These assignments are bid through the <u>Advance Bid Process and through Human Resources for:</u>
		1. <u>Staff members with <i>Facilities Division</i> training responsibilities.</u>
		2. <u>Requires written notification from Operations Manager</u>
		3. <u>May not be used with any other code.</u>
<u>W</u>	<u>\$.35</u>	The positions are bid through the <u>Advance Bid Process or through Human Resources. for:</u>
		1. <u>Head Custodian at Lincoln Developmental Center pool</u>
		2. <u>KenOsha Pool</u>



2. In the event a Grounds Employee is called and requested to report to work prior to 5:00 a.m. by the administration, such employee shall be allowed one-half (1/2) hour of call back.

#### G. PAYROLL

1. All custodians' pay checks for each given school shall be placed in an envelope and given to the head custodian or Building Manager for distribution in that school.

#### H. OVERTIME

1. The official work week of Board employees shall be no more than forty (40) hours per week. When an employee is regularly assigned to work eight (8) hours or less per day, all hours worked over eight (8) hours per day shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. For those employees regularly assigned to work over eight (8) hours per day, overtime will be calculated after forty (40) hours in a work week. Positions in which employees are regularly scheduled to work more than eight (8) hours per day shall be posted and filled as specified and provided in Article 13. In no event shall overtime hours be paid more than once. Employees (not normally scheduled to work) working on any designated holiday shall receive pay consisting of one and one-half (1-1/2) times the rate of regular pay.
2. The Board shall provide equal opportunity to those qualified in each department for overtime work. Vacation time, holiday with pay time, other leave of absence with pay and official sick leave with pay shall be considered working hours but shall not exceed the normal regularly scheduled hours per day, i.e., leave time may not be used to cover overtime.
3. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one (1) hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.

#### I. PROMOTION - HIGHER PAY

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

#### J. CLASSIFICATION PAY

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

K. TEMPORARY ASSIGNMENTS

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

L. OVERPAYMENT/UNDERPAYMENT

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

In the case of overpayment, the bargaining unit member shall be given the opportunity to make restitution through payroll deduction, for a period of time at least equal in length to the time period during which the overpayment was made or until the termination of employment, whichever is less.

M. WAGE AND FRINGE BENEFIT DESIGNEE

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In the case of death of an employee the District is required to follow Wage and Hour and Probate laws regarding disbursement of all owed wages and fringe benefits. Pursuant to Section 3 of the Wage and Fringe Benefits Act, MCL 408.480, the employee may designate someone to receive such payments.

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

N. OFFSETTING COSTS/RATE STABILIZATION

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

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

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

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

## ARTICLE 8 OTHER BENEFITS

### A. TRAVEL REIMBURSEMENT

1. Any employee who is required/requested to use their vehicle as a part of their assignment and/or job responsibility shall be reimbursed from the first location (reporting site) to subsequent location(s) during a given day. The distance from the last location of the day to another location that the employee may travel that is not work related shall not be included in the mileage.

**Deleted:** Employees shall receive amount as indicated per mile when required to use their own automobile for travel between school buildings in their work. The established rate shall be the current IRS rate as of July 1 each year.

- a. plus six cents (\$.06) a mile for light tools or
- b. plus twelve cents (\$.12) a mile for heavy tools, equipment or material

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

Reimbursement for employees who use their own vehicles to travel from their home crossing either I-96 or U.S. 131 en-route to their first designated site of employment for a given day shall be credited with the distance from the Service Building to that site.

Example: This means that members who live in the southern portion of the city who would cross I-96 en-route to a school such as Creston would be reimbursed for travel for the distance from the Service Building to Creston High School.

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Likewise it means that an employee who lives in the eastern segment of the City and who would travel to Union High School (therefore crossing U.S. 131) would be entitled to travel reimbursement from the Service Building to Union High School.

2. Each employee required by supervision to use his/her personal automobile for Board business shall be reimbursed per mile via the formula stated above.

3. Each employee, on special assignment required to travel out of Kent County, shall be eligible for food (actual purchase) reimbursement not to exceed six dollars (\$6.00) per meal. Receipts must be provided.
4. Special situations (e.g. staff required to go to a special location outside of their normal work day) will be reviewed by the Business Office and determination of qualification for mileage reimbursement will follow IRS Guidelines.
5. The request for reimbursement must be submitted on the District standard forms within 60 days of the earliest date for which you are seeking reimbursement. Payment shall be made in accordance with the rules and regulations of the Business Office.
6. The established rate shall be reviewed and updated on January 01, of each year per the IRS approved rules.

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## B. HEALTH INSURANCE

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All newly hired employees under the recognition clause in Article 2(A) shall receive application forms for eligible benefit at the time of hire. The employee shall complete the forms within thirty (30) days of hire. The employee shall be eligible for coverage beginning on the 90th day following the date of hire. Changes to coverage shall be reported to the Benefits Office within the thirty (30) day period of his/her occurrence. Enrollments or changes in coverage not reported within the thirty (30) day period shall necessitate the waiting for Open Enrollment to enroll or change coverage.

Except where the Board expressly agrees to provide for specific benefits, the responsibility of the Board is limited to the timely payment of premiums and shall not under any circumstances require the Board to provide the described benefits. The description of benefits in this Agreement are general only and shall be superseded by and controlled by the terms of applicable insurance policy or plan.

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

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

**Deleted:** An open enrollment period will be held in January/February 2002 for the initial implementation of the MESSA insurance. All insurance changes shall be effective March 1, 2002 or as soon thereafter as administratively feasible. MESSA shall handle all aspects of enrollment. The Board shall make available all necessary mailing lists, email lists and use of email for eligible employees who are not current MESSA subscribers. MESSA shall provide the first premium statement upon completion of enrollment.¶  
 ¶ The Board and Association agree that the MESSA Pak plan shall terminate on the last Friday before the 2003-2004 school year starts and shall not be extended without explicit written agreement. If the MESSA Pak is not explicitly extended, the MEA represented associations shall choose one of the following: ¶  
 ¶  
 1. All units shall revert back to July and August 2001 insurance plans; or¶  
 ¶  
 2. All units shall eliminate the preventative care rider; or¶  
 ¶  
 3. Any other option the parties mutually agree upon.¶

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

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

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

C. INSURANCE COVERAGE

1. Full-Time Employees

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

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

a. for those full time employees choosing health coverage, Pak A shall consist of, AS OF DECEMBER 1, 2004:

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1) Health MESSA **Choices II** XVA2 rider, \$5/\$10 prescription card,

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2) Life Insurance: \$40,000 with AD&D (See Article 7, Section M)

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3) Dental: 80/80/80: \$1,500; 80: \$1,500 (except those with other dental insurance through other source: 50/50/50/50: \$1,300, orthodontics to age 19.

4) Vision: VSP-3

b. For those full time employees not choosing health coverage, Pak B shall consist of AS OF DECEMBER 1, 2004:

1) Life Insurance: \$50,000 with AD&D

2) Dental: 80/80/80: \$1,500; 80: \$1,500 (except those with other dental insurance through other source: 50/50/50/50: \$1,300, orthodontics to age 19

3) Vision: VSP-3

If a full-time employee chooses MESSA Supercare I (Xva2 Rider; \$100/200 Deductible, \$5/\$10 Prescription; Preventative Care Rider), the vision program will remain at the VSP2 level. They will pay a monthly cost of \$60 for coverage, beginning December 1, 2004 through November 30, 2005. For insurance years beyond November 30, 2005, the rate will be determined by taking the published MESSA rate schedule for Kent County using the "Ala Carte", or Stand Alone rate difference between MESSA Choices II and MESSA Super Care I 2003 revision (Xva2 Rider; \$100/200 deductible, \$5/\$10 Prescription; Preventative Care Rider). This rate will be single, two person, or full family, whichever is appropriate. The employee portion for such coverage will be payroll deducted from the employee's payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the Flexible Benefits Plan.

**And**

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

2. Part-Time Employees

An employee assigned to a position which is less than 32.5 hours per week but more than 16.5 hours per week, shall be eligible to receive a pro-rated Board-paid premium of the current MESSA Choices II, as of December 1, 2004 (XVA2 rider; \$5/\$10 prescription;) health only rate (non-PAK rate) at the level of coverage needed by the employee (single, two person or full family). The balance of the premium for such coverage will be payroll deducted from the employee 's payroll check. Payment will be made via payroll deduction through the pre-tax premium portion of the flexible benefit plan.

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

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

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

#### D. COVERAGE SELECTION

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

1. Employee with Family - unmarried children to age 19. Beyond 19 subject to carrier rules.
2. Employee and Spouse or Employee and Child - unmarried child to age 19. Beyond age 19 subject to carrier rules.
3. Employee Only
4. Option Plan

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

#### E. SHORT TERM DISABILITY

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

1. The District will offer a short term disability plan with Standard through payroll deduction.
2. The parties will meet as needed to discuss the effectiveness of the program and to make any modifications the parties decide are needed. Approval from The Standard will be necessary for plan changes.
3. Effective December 1, 2004, MESSA short term disability insurance will However, Employees currently taking MESSA short term disability who choose to convert to The Standard will not be subject to a pre-existing condition limitation. Due to underwriting rules, new enrollments and employees who convert from MESSA short term disability to The Standard_ at any time after this initial ~~open~~ enrollment period will be subject to a pre-existing condition limitation.-

## F. WORKERS' COMPENSATION

**Deleted:** e.4. New hires and employees who become eligible after the plan effective date must apply within 31 days of their date of hire or date of eligibility. In these cases, the pre-existing conditions limitation does not apply.¶

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

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

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

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## G. LIGHT DUTY

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

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

1. If available, light duty will be assigned within the disabled employee's department and from duties customarily performed by the department. However, the employee shall remain a member of the bargaining unit.
2. If light duty is unavailable within the disabled employee's department, the Board may assign the employee to light duty in other departments. However, the employee shall remain a member of the bargaining unit.
3. Light duty will be assigned only to those employees whose disability is expected to be temporary with the anticipation that the employee will be able to return to his/her regular position.
4. Light duty assignments are temporary and shall not exceed 180 calendar days unless renewed or extended by the Board up to an additional 180 calendar days.

5. Upon recovery from disability, the employee will return to his/her regular department, classification and location, if available. If unavailable, a comparable position will be provided pursuant to the terms and conditions of the bargaining unit agreement.
6. Light duty positions are utilized at the discretion of the Board and are not open for bids. However, the Board must consult with the Association, and reach agreement regarding bargaining unit positions which will be held for light duty and will not be subject to posting and bidding.
7. Light duty employees shall continue to accrue seniority and benefits. Light duty employees shall earn the rate of pay of the position they are filling on light duty, or their worker's compensation rate, whichever is higher.
8. No current employee shall be displaced in whole or in part as a result of any employee being assigned light duty. Regular employees in the department shall be given first opportunity for overtime.
9. Employees assigned to light duty which is not part of his/her normal work assignment shall receive reasonably necessary training and assistance.

## H. UNIFORMS

1. The Board shall provide on or about October 1 of each year the number of uniforms or number of dollars to each employee as follows (if the Board provides uniforms the employee shall wear them while he/she is employed):

- a. Bus drivers shall receive a \$100.00 clothing allowance per year.
- b. Drivers may elect to receive shirts and trousers similar to the uniform worn in maintenance and operations.
- c. Maintenance and welders shall receive four (4) uniforms or eight (8) pieces - one (1) coverall upon request in addition to uniforms. One (1) jacket may be requested in lieu of two (2) pieces. Maintenance shall receive an \$85.00 shoe allowance in addition to uniforms.

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Grounds and mechanics shall receive four (4) uniforms or eight (8) pieces - one (1) coverall upon request in addition to uniforms. One (1) jacket may be requested in lieu of two (2) pieces.

In addition, grounds shall receive a Safety Shoe allowance of \$85.00 per year provided the eligible employee presents a receipt for purchase of same within thirty (30) days following the purchase.

Vehicle Mechanics shall receive a Safety Shoe allowance of \$85.00.

- d. Painters shall receive four (4) white T- shirts, four (4) white shirts and four (4) white pairs of trousers plus one (1) coverall in addition to the uniforms, provided same is requested by the employee. Painters shall receive an \$85.00 shoe allowance in addition to uniforms. Deleted: a
- e. Operations shall receive four (4) uniforms or eight (8) pieces, plus one (1) coverall provided it is requested by the employee. One (1) jacket may be requested in lieu of two (2) pieces. Operations shall have the option of getting safety shoes in lieu of uniform
- f. Supply and truck drivers shall receive four (4) uniforms or eight (8) pieces upon the request of each employee - one (1) coverall in addition to uniforms provided same is requested by the employee. One (1) jacket may be requested in lieu of two (2) pieces. In addition to uniforms there is an \$85 annual Safety Shoe allowance. Deleted: two (  
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- g. Food Services shall receive a clothing allowance as follows:
  - 1) Employed less than 3 hours per day \$27.50
  - 2) Employed 3 but less than 5 hours \$39.00
  - 3) Employed 5 but less than 7 hours \$50.00
  - 4) Employed 7 hours or more \$65.00
  - 5) *plus a shoe allowance of \$75.00 per year for one (1) pair of white shoes.

2. Each employee shall be responsible to clean and maintain the uniforms furnished to him/her and shall wear the uniform properly while on duty.

#### I. COMMERCIAL DRIVERS LICENSE

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

#### J. ASSAULT

- 1. If an employee, acting in the line of duty, is assaulted as defined by The School Code and District Policy, the incident shall be immediately reported to the District representative Formatted: Bullets and Numbering  
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- 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... Formatted: Bullets and Numbering

3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while s/he is acting in the line of duty as an employee of the Board, the time lost if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board. This provision does not include disease or illness, including chicken pox, impetigo, or head lice. Illness shall be covered under sick leave provisions of their contract. The provisions does cover severe allergic reactions when it can be demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker's Compensation is paid, the Board shall pay the difference between the sum of the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of her/his position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims of liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employee's rights and privileges include in this Agreement.

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#### K. PROPERTY DAMAGE

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

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¶  
2. . In case of an assault by a student or students on an employee, while the employee is acting in the line of duty and while the student is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, the Board shall make an equitable financial settlement for such loss with the employee involved. Such damage shall be reported immediately to the building administrator of the building in which such damage occurred.¶

¶  
3. . In cases of an assault resulting in an injury inflicted by a student(s) on an employee while the employee is acting in the line of duty and the student is under the jurisdiction of the school; and when the employee is found not to have provoked the incident, the time lost, if any, by the employee shall not be charged against the employee's accumulated leave day(s) and the employee shall continue to be paid by the Board. When Workers' Compensation is paid, the Board shall pay the difference between that sum and the employee's regular salary, not to exceed two (2) years. Should the injury to the employee be of such a nature as to cause an inability on the part of the employee to perform his/her duties 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 privileges included in this Agreement.¶

#### L. TUITION REIMBURSEMENT

After six (6) months of continuous employment each employee shall be entitled to tuition reimbursement provided that he/she is not eligible for tuition reimbursement from another source(s) according to the following:

1. Course Approval

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

2. Eligibility

- a. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be:  
  
9 semester hours or 12 term hours
- b. Tuition will be reimbursed based upon the actual charge per semester or term hour at the undergraduate rate up to a maximum of Grand Rapids Community College, Western Michigan University, or Grand Valley State University, whichever is highest. The amount shall be pro-rated for part-time employees.
- c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.

3. Reimbursement Procedures

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

4. Workshops

- a. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate.

b. Reimbursement Procedure

- 1) A course approval application form should be completed by the employee

and submitted to the Benefits office at least ten (10) days prior to the workshop.

2) Upon completion of an approved workshop, the employee shall complete a tuition reimbursement form along with a copy of their certificate of completion or participation and an itemized receipt. The workshop reimbursement request must be submitted to the Benefits office within 60 days of the payment of the workshop.

**M. AUTOMOBILE VANDALISM AND/OR THEFT**

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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 their regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student (s).

2. The employee will pay a maximum of \$150 per incident or the cost of the repair, whichever is less, per fiscal year pending confirmation of repair.

Deleted: 2. Such loss occurs during regular assignment and the employee was acting in the line of duty.  
¶  
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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.

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4. The automobile was secured (windows closed, doors locked, trunk locked), except when the employee is transporting students.

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

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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.

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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

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¶

N. RETIREMENT BENEFIT

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1. Each employee who has reached the age and service requirement of the Michigan Public School Employees' Retirement System (MPERS) and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, \$35.00 per day for all unused accumulated leave days.
2. The designated beneficiary, or the surviving beneficiaries of any employee who dies and who has 10 or more years of service with the District and is eligible for retirement, shall receive all unused accumulated leave days based on the daily retirement rate of pay of \$35.00 for accumulated leave time. If the employee's death occurs after complying with the early retirement notice requirement, the beneficiary shall receive \$50.00 per day rate.
3. In accordance with MPERS requirements of either Basic or MIP, each retiring employee has the option of using accumulated leave time to purchase Universal Service Credits up to the maximum allowed at the accumulated leave time payout rate.  
The retiring employee shall initiate the tax deferred purchase process with MPERS. Upon approval of the Application by MPERS, and pursuant to IRS guidelines, the District will pay the accumulated leave money at the time the retiring employee receives his or her last pay. This amount may be set up as a payroll deduction and forwarded to MPERS to facilitate this purchase.
4. Special Pay Plan -  
The payment for accumulated leave days or vacation days is applicable, will be placed in a Bencor Special Pay Plan 401(a) account if the dollar value of the payment is \$500.00 or more. The account is to subject of IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from Bencor a distribution in cash or self-direct the investment of their money.

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

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

**Q. LONG TERM DISABILITY INSURANCE**

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1. Each full time (32.5 hours per week) bargaining unit member will be provided long term disability insurance.
2. Long-term disability insurance will be provided by The Standard during the life of this Agreement at the following coverage level: 66.67% benefits, monthly maximum (varies by contract), 2 year limit on nervous/mental, 2 year limit on alcoholism/drug; 2 year limit own occupation; \$100 or \$10% minimum benefit; survivor benefit; social security freeze; maternity - same as any other disability; yes-freeze on offsets; ~~90~~ 60 Calendar Day Modified Fill effective December 1, 2004.
3. For those employees eligible for LTD, while the employee is on leave due to disability, the Board shall continue the full PAK at the Board 's expense for the first six months. For the next six months, the Board shall continue the employee's then existing health only coverage.

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**P. FLU SHOTS/HEP B INOCULATIONS**

1. The District will reimburse up to \$10 per year for the cost of the flu shot. The District may schedule times and locations for the inoculations.
2. Reimbursement will be processed after appropriate documentation is submitted to the Labor Relations Office. Reimbursement will only be processed within 60 days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business office.
3. The series of Hepatitis B inoculations will be provided at no expense to the employee, provided the employee completes the series. The District may deduct the cost of the inoculations from the employee's paycheck if the employee does not complete the series. The District will cover the cost of the Titer Test.

**Q. FLEXIBLE BENEFITS PLAN**

1. Pre-tax Health Insurance Premiums  
Effective December 1, 2004, eligible insurance contributions will be deducted pre-tax.
2. Flexible Spending Accounts  
Effective December 1, 2004 the following flexible spending accounts will be available to full-time employees that have been employed at least one year with the District:
  - a. Medical Spending Account
  - b. Dependent Care Spending Account

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

**R. PAYROLL DEDUCTION FOR OTHER PROGRAMS**

Payroll deductions will be available for the following programs:

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

**ARTICLE 9  
VACATIONS AND HOLIDAYS**

**A. VACATIONS**

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

- e. Upon termination of an employee's service, the earned unused vacation shall be allowed and paid to the employee.

2. Length of Vacation for Full-Time Employees

- a. Each employee employed for less than one (1) year, but more than six (6) months, shall be granted one (1) day for each five (5) weeks or major part thereof of continuous employment but shall not exceed nine (9) days.
  - b. Each employee having continuous employment of one (1) year or more but less than seven (7) years shall be granted two (2) weeks.
  - c. Each employee having continuous employment of seven (7) years or more shall receive three (3) weeks.
  - d. Each employee having continuous employment of fifteen (15) years or more shall receive four (4) weeks.
  - e. Each employee having continuous employment of twenty-three (23) years or more shall receive four (4) weeks plus three (3) days.
3. Each employee working less than eight (8) hours per day and/or less than twelve (12) months per year shall be entitled to a pro-rated vacation allowance, which is granted to full-time employees both in number of days per year and number of hours per day.
4. Each employee working less than fifty-two (52) weeks per year and who is eligible for vacation, shall be paid for such time in lieu of time off the assignment unless changed by mutual agreement between the employee and administration.
5. The food service employees who are not required to attend BIT Days shall be able to use paid vacation time, once earned, or personal business leave days during the BIT meetings.

**B. HOLIDAYS**

1. General Conditions

Each employee is eligible for holiday pay provided:

- a. The employee has thirty (30) calendar days of continuous service as of such holiday.

- b. The employee completes his/her last scheduled work day prior to the holiday and commences work at the scheduled time on his/her next scheduled work day after the holiday.

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

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

2. Number of Days for 47 - 52 Week Employees

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

3. Number of Days for 41 - 46 Week Employees

Each employee working 41-46 weeks per year shall be eligible to receive pay for the number of hours he/she would normally work per day for: Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve Day, Christmas Day, Good Friday, Memorial Day.

4. Number of Days for 38 - 40 Week Employees

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

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

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Labor Day / September 3, 2001¶

**Deleted:** Thanksgiving / November 23, 2001¶  
Christmas Eve / December 24, 2001¶  
Christmas Day / December 25, 2001¶  
New Years Eve / December 31, 2001¶  
New Years Day / January 1, 2002¶  
Good Friday / March 29, 2002¶  
Memorial Day / May 27, 2002¶

In ~~2004-2006~~, Independence Day / July 4, ~~2004, 2005~~  
 Labor Day / ~~09/06/04, 09/05/05~~  
 Thanksgiving / ~~11/25/04, 11/24/05~~  
 Christmas Eve / December 24, ~~2004, 2005~~  
 Christmas Day / December 25, ~~2004, 2005~~  
 New Years Eve / December 31, ~~2004, 2005~~  
 New Years Day / January 1, ~~2005, 2006~~  
 Good Friday / ~~03/25/05, 4/14/2006~~  
 Memorial Day / ~~05/30/05, 05/29/06~~

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

1. Employees who are on official leave of absence without pay.
2. Employees on suspension. In the event that an investigation proves the employee's innocence, holiday pay will be reinstated.
3. Employees who are laid off.

D. PERSONAL LEAVE DAY

GRESPA employees shall be provided upon ratification, three personal business days for each fiscal year.

1. His/her request for personal leave day be made, in writing, on forms provided for such leave and submitted to the supervisor for approval by the supervisor or designee at least five (5) calendar days in advance except when circumstances do not permit advance notice.
2. The leave date is not in conjunction with a vacation or holiday.
3. The unused personal day shall accumulate as accumulated leave time.

E. MARTIN LUTHER KING & MID WINTER BREAK

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

**ARTICLE 10  
LEAVE OF ABSENCE**

**A. LEAVE WITHOUT PAY**

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

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

1. Accumulated leave will not be granted during the first 120 paid days of employment with the Grand Rapids Public Schools. At the completion of the first 120 paid days of active employment, an employee will have the appropriate number of days (hours) credited to his/her accumulated leave time "bank".

Thereafter, employees shall earn and be granted leave time at the rate of one (1) day per month of active employment. The number of hours granted should be the same as the number of hours worked during a normal workday.

2. Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers compensation will also be considered as active employees for up to twelve months. Employees on unpaid

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- leaves of absence for longer than ten (10) days shall not be considered as active employees.
3. Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.
  4. Accumulated sick leave time shall terminate upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave and/or reinstated following any suspension shall be credited with previously earned accumulated benefits.
  5. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence.
  6. If an employee is returning from a personal illness or injury and the employer has reason to believe the employee is not yet medically fit to return, the employer may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.
  7. An employee shall personally notify, if possible his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day. Employees shall give such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
  8. Use of leave for purposes other than as stated in the article shall be cause for disciplinary action up to and including discharge.
  9. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.

### **Use of Accumulated Leave**

Accumulated Leave may be used for the following reasons:

1. Due to personal illness, injury or on orders of a physician to remain absent due to exposure to disease. In cases subject to the Worker's Compensation Law, such leave time may be used to supplement Worker's Compensation so that the total amount paid an employee will equal, but not exceed, his/her regular salary for the period of absence from

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duty. (Please note: if an employee chooses not to use accumulated leave during a Family Medical Leave of Absence, they need to be aware it may affect their ability to collect short term and long term disability).

2. Leave time due to the illness or injury of an immediate relative (Immediate family is as defined below) shall not exceed nine (9) working days per occurrence.
3. Bereavement - Leave time because of the death in the immediate family (spouse, children, siblings, parents, mother/father in-law, daughter/son in-law, grandparent, grandchild, any other relative who stands in the stead of any family member, any minor child living with employee) of an employee shall not exceed nine working days. The nine (9) days do not need to be taken consecutively. Death of other relatives and friends shall not exceed two (2) working days. (For GRESPA this will state 16 hours). Additional time as allowed by the Superintendent or designee.
4. Leave time because of illness or injury of a relative or friend shall be to provide for emergency arrangements and shall not exceed two (2) working days per absence.
5. Accumulated leave may be used in increments of 15 minutes for non-exempt employees (GRESPA, GRAEOP, GRACEN) and ½ hour for exempt employees (GREa, GREOA).

#### C. APPROVAL OF ACCUMULATED LEAVE TIME

1. An employee shall personally notify, if possible his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day.  
  
Employees shall give such notification prior to their starting time. Failure of the employee to give such notification as is reasonably possible prior to their scheduled starting time may result in denial of leave pay for that day.
2. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the District has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence. In case of a reasonable suspicion of abuse, the District will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future accumulated leave use for a period of time not to exceed six (6) months of active employment.
3. If an employee is returning from a personal illness or injury and the employer has reason to believe the employee is not yet medically fit to return, the employer may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.

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¶  
2. . Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers compensation will also be considered as active employees for up to twelve months. Employees on leaves of absence for longer than ten (10) days shall not be considered as active employees.¶  
¶  
3. . Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.¶

#### **C. . ACCUMULATED LEAVE TIME MAY BE USED AS FOLLOWS:¶**

##### **-----Section Break (Continuous)-----**

1. . Leave time may be used for absence from work because of personal disability (except normal dental appointments unless the employee's work schedule will not allow sufficient non-working hours for the appointment), emergency dental work, injury or on orders of a physician to remain absent due to exposure to disease.¶  
¶  
2. . Leave time because of the illness (except normal dental appointments) or injury of a relative shall be allowed to provide for emergency arrangements and shall not exceed two (2) working days. Three (3) such days may be used in the event of illness or injury to members of the immediate family. Immediate family is defined in number three (3) below.¶  
¶  
3. . Leave time because of death in the immediate family (spouse, son, daughter, brother, sister, father, mother, mother-in-law, father-in-law, grandparent, grandchild or any minor child assigned by the court to the employee) of an employee shall not exceed the remaining portion of the week in which death occurs, plus five (5) additional work days. Death of other relatives and friends shall not exceed 16 hours per year.¶

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

#### D. COURT APPEARANCES

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1. In the event an employee is summoned for jury duty, during their scheduled work year, a special paid leave of absence, not deducted from the employees accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.

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

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#### 3. Court Appearances District Related

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

#### 4. Court Appearances Not Related to Work

In the event an employee is summoned or subpoenaed to appear in court 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.

**E. MILITARY LEAVE**

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

**Deleted:** 1. . In the event an employee is summoned for jury duty, a special paid leave of absence, not deducted from the employees accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Board as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.

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

¶ 2. . In the event an employee is subpoenaed or summoned to appear in court on a work related matter, a special paid leave of absence not to be deducted from the employee's accumulated leave may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to the Board as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.¶

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

¶ 3. . In the event an employee is summoned or subpoenaed to appear in court on a non work related matter, the employee may use paid leave from his/her earned vacation accumulation or personal business days.¶

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**F. CHILD CARE**

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

**G. OTHER LEAVES**

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

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

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

Paid adoption leave - Employees will be allowed to use up to 30 days of their personal paid sick leave accumulation for adoption of a child. If both parents are employees of the District in MEA-represented groups, they may use only a combined total of 30 days per occurrence. This time will be counted against available FMLA time.

**H. TERMINATION OF BENEFITS**

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

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**I. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

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

**ARTICLE 11**  
**SENIORITY, LAYOFF, RECALL & DISCIPLINARY ACTION**

**A. DEFINITIONS**

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

**B. SENIORITY**

1. There shall be a seniority list for each of the departments establishing the length of service that the employee accrued in the department. There shall also be an Association seniority list for the bargaining unit. The seniority lists shall be maintained by Human Resource Services and published for the bargaining unit annually.
2. Seniority shall be lost and employment terminated if:
  - a. the employee quits, retires or is discharged:
  - b. the employee is laid off for more than 36 months or length of service (seniority) whichever is less.
  - c. the employee fails to return to work upon expiration of leave (unless an extension has been granted).
  - d. the employee is absent three consecutive work days without providing notice to the Board unless good reason exists for the failure to notify.
3. If an employee transfers to a position outside the collective bargaining unit, unless employee returns to such unit, then his/her former seniority shall be reinstated. Seniority shall not accrue during the period of time the employee served outside of the

bargaining unit. After the third year, the employee shall lose one year of Association seniority for each one year out of the bargaining unit.

C. LAYOFF AND RECALL PROCEDURE

*Layoff*

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

*Recall*

1. When the work force is increased following a layoff, employees laid off above shall be recalled in the inverse order of layoff, by department, provided that the Board is not required to recall any employee to a position for which he/she is not qualified.
2. Notice of recall shall be made by U.S. mail to the employee's last known address provided to Human Resources, with a copy to the Association. It is the laid off employee's responsibility to notify Human Resources of his/her current address. The Board may precede written recall notice with a telephone call.
3. Recall may be made by telephone or if the employee has no telephone, by letter sent to the employee's address provided to Human Resource Services. If the employee fails to report to work on the date of return stated in the recall notice, (s) he is conclusively presumed to have voluntarily quit unless (s) he:
  - a. is disabled and is unable to notify the Board because of such disability, or
  - b. is disabled from working, in which case (s) he is required to provide satisfactory medical evidence of such disability to Human Resource Services before the end of five (5) days. It is the employee's responsibility to keep the Board

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apprised of the disability status and to provide advance notification of a return to work date; or

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

**D. DISCIPLINARY ACTION**

- 1. For each new employee, the first six (6) months of employment are a probationary period. During this period, the employee may be discharged by the Board for any reason at any time.
- 2. The Superintendent or designee may discipline any employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just cause leading up to and including discharge.
- 3. No non-probationary bargaining unit member shall be disciplined without just cause. A bargaining unit member shall be entitled to have an Association representative present during a meeting from which the employee or supervisor reasonably expects disciplinary action may result. The Board will provide reasonable opportunity for the employee to secure such representation.

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**E. RESPONSE TO DISCIPLINE**

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

**ARTICLE 12  
HOURS OF WORK**

**A. WORK SCHEDULES**

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

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Maintenance 7:30 a.m.  
Supply 7:30 a.m. - 8:00 a.m.  
Operations 5:00 a.m. - 9:00 a.m.

2. Each employee shall be prepared to begin work at the time as scheduled. Each employee working over four (4) hours per day shall receive one-half (1/2) hour of non-paid uninterrupted lunch period. Each employee may take his/her lunch period away from the work site.
3. All hours worked within a shift shall be continuous except for the lunch period, which shall not exceed one (1) hour.

#### B. NORMAL WORK WEEK AND ASSIGNMENT

1. The normal work week and assignment (including part-time employees) shall be within the period of Monday A.M. and Friday P.M. If it is desired to establish a non-normal work week for a position, the same shall be established by mutual agreement between the administration and the Association.
2. The Board may choose to have a four-day ten-hour work week for the summer of 2002 and/or 2003. If so, the Letter of Agreement(s) used to cover the summer of 2001 shall apply.
3. The following provisions shall apply to Transportation Department employees:
  - a. Bus drivers guaranteed eight (8) or six and one half (6.5) hours of work on July 1, 1994 will continue to be guaranteed those hours.
  - b. All other bus drivers shall be provided a minimum of four (4) hours of work per day.
  - c. Drivers may be assigned to non-driving work as is necessary to complete the applicable minimum hourly requirement.
  - d. Drivers shall be paid their driving rate for those hours worked to complete the applicable hourly requirement.
  - e. Except as provided above, drivers shall be paid for actual time worked (A.T.W.). A.T.W. includes travel time, fueling time, pre-trip, lay-over time which does not exceed forty-five (45) minutes, and bus clean-up time.

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- f. Non-route work of three (3) hours or more completed after 6:00 p.m. on Friday, and on Saturday and Sunday, shall not be used to complete the hourly requirement but shall be assigned in rotation on the basis of seniority. *For Further Information - See Appendix C.*

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- g. Except as provided above, effective July 1, 2001, the non-driving rate shall be \$11.79 per hour. Effective July 1, 2002, it shall be \$11.97 per hour. Non-driving time shall include training, in-service and non-route non-driving time.

C. REST PERIODS

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

D. CLEANUP

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

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E. TIME AWAY FROM THE JOB

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

F. EXTENDED WORK YEAR

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

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

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

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

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

**G. DISTRICT CLOSINGS**

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On District Closing Days employees shall have the option of using sick leave, vacation, compensatory time, personal business day or unpaid leave to receive a full day's pay or may request a day without pay. These days for the 2004-05 school year are 7/2/04, 11/24/04 and 4/01/05.

**H. SCHOOL CLOSING DAYS**

1. In the event of a school closing (caused by inclement weather or other emergencies) all employees assigned to District Emergency Response Teams (DERT) in each Department shall report to work and receive their normal pay.

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2. Employees who are not assigned to the District Emergency Response Teams shall have the option to use sick time, vacation, compensatory time, personal business days receive a full day's pay or they may request the day without pay.

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3. The District shall create DERT no later than 01 July 2004 and notify the GRESPA President and team members in writing no later than 15 July 2004

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4. Transportation

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a. The report of school closings shall be reported by appropriate media no later than 5:00 am of the school closing day

b. When school closings are not reported at this time but school is closed, Transportation employees not on DERT who report to work shall receive two (2) hours of pay. Each shall be assigned two (2) hours of transportation work and may leave after the two (2) hours of work is complete.

c. Employees may decline the two (2) hours of work/pay and return home. There will be no pay when employees decline these hours.

d. Transportation employees not on DERT may use accumulated days to receive up to a full day's pay but no overtime is to be created through the use of "report time" or the use of accumulated leave

**I. TRANSPORTATION TRAINING/MAKE-UP DAYS**

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1. Transportation Training days are listed below. These days may be replaced with accumulated or vacation leave. Transportation employees will be offered the opportunity to receive up to 24 hours of paid training hours, provided the employee actually attends the training. The hours will be paid at the regularly hourly rate of pay, which will be scheduled on non-driving days. The District reserves the discretion to make up to 12 of the 24 training hours mandatory attendance. In this event, GRESPA and the Personnel Development Office will jointly develop the training

1. 19 August 2004
2. 14 January 2005
3. 24 March 2005

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b. Transportation Make-up days are listed below. These days may NOT be replaced with accumulated or vacation leave.

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1. 08 October 2004
2. 02 November 2004
3. 20 December 2004
4. 21 December 2004
5. 22 December 2004

This provision will take effect after ratification of the Agreement.

**J. FOOD SERVICE MAKE-UP DAYS**

To be determined by department.

**Deleted:** 1. In the event of a school closing (caused by inclement weather or other emergencies) all employees requested to work shall receive their normal pay.¶  
¶  
2. Employees who are not requested to work shall have the option of using compensatory time, accrued vacation, personal business or accumulated leave time; employees may request to that they not be paid.¶  
¶  
3. On District closing days (not including holidays and holiday periods), see #2 above.

**ARTICLE 13  
VACANCIES AND PROMOTIONS**

**A. JOB VACANCIES**

1. Advance Bidding Procedure

Employees who wish to transfer into or within a department shall submit a written transfer request, signed by the employee, to the respective department head, identifying the job assignment to which the employee desires to transfer. An employee may cancel or modify their request by submitting a new written request form up to four (4) times during the fiscal year from July 1 to June 30th. The Association will be provided the opportunity upon request to examine employees' requests and the District's transfer assignments, and the Association President will be given a list of approved classifications on an annual basis during the month of July or whenever an addition or deletion occurs.

2. Award of the Transfer

The District shall award job vacancies on the following basis:

a. The District will first grant the transfer to employees within the same job classification. If more than one employee in the same job classification has submitted a transfer request for the particular assignment, then the vacancy will be awarded to the employee with the greatest departmental seniority.

(1) If no employee in the same classification has submitted a transfer request for the particular job assignment, then the District will award the position to an employee within the department. If more than one employee in the particular department has submitted a transfer request, then the employee with the greatest departmental seniority will be awarded the position, provided that employee has the necessary qualifications and present ability to perform the job in an effective and efficient manner.

(2) If no employee within the department has submitted a request to transfer to the particular job assignment, then the District will award the job to another employee within the GRESPA unit, who has submitted a transfer request for the assignment provided the employee has the necessary qualifications for the job as stated on the job description. If more than one person within the GRESPA unit has submitted a request to transfer into the particular job assignment, then the person with the greatest collective bargaining unit seniority will be awarded the job, provided that individual has the present ability to perform the work in an effective and efficient manner.

- (3) If no one with the GRESPA unit has submitted a transfer request, then the District will post the position District wide in accordance with the District 's posting policy. For school District employees who bid on the vacancy, preference will be given to GRESPA employees in other departments wishing to transfer into the department with the vacancy. If no GRESPA employee in another department from the department with the vacancy submits a response to the posting, or if no one in the GRESPA unit is qualified to perform the essential functions of the job assignment, then the District can fill the position from outside the GRESPA unit.
  - (4) By mutual written agreement between the District and GRESPA, an employee may be required to transfer from a dissatisfactory situation into a vacant position in the department, which has no outstanding internal transfer request from another employee with the department.
3. An employee may refuse the award of the transfer, even though the employee submitted an advance request for the particular transfer; however, the employee 's transfer request for the refused job assignment will be deleted. The employee will have until the next business day to accept or decline the transfer from the day the employee received the notice of the transfer award. Failure to respond within the next business day will be construed as a rejection. When an employee is awarded a transfer in any GRESPA department, that employee cannot transfer again for a period of twelve months, except as provided in Subpart B. In the case of food service workers in the food service department, a food service worker who accepts a transfer, will be expected to complete the school year in their new position but may submit a new transfer request for the next school year. Employees who changed departments through the advance bidding procedure will be subject to a job qualification period for their first six months in the new department. If during the first six months the employee proves to be unsatisfactory, the District will return the employee to their previous job status, provided a vacancy exists in the position which the employee is qualified and has the present ability to perform the position in an effective and efficient manner.
4. Students, summer employees and/or temporary help shall not displace employees from employment who are covered by this agreement.

B. PROMOTIONS

1. When a permanent vacancy occurs in the positions of Head Custodian, Building Manager, and Head Grounds person, which the District wishes to fill, employees will be allowed to bid on these positions in the same manner as provided in section A (1). The District may temporarily assign an employee to perform a permanent new job or vacancy until the position has been awarded under this section or otherwise filled by the District. Employees who receive an award of a job under this section shall be disqualified from receiving another advancement or transfer for a period of twelve months from the date of their promotion.

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2. When a job vacancy becomes available under Section B (1), then employees in the same classification as the job vacancy will be given first preference. If more than one employee in the same job classification has bid on the opening, then the employee with the greatest departmental seniority will be awarded the job. If no one in the same job classification has bid on the position, then departmental employees will be given preference over employees in other departments and new hires. The District will award the job to the most qualified employee, and where qualifications are relatively equal, to the more senior qualified employee based on departmental seniority. In considering an employee 's qualifications to perform the required work, the District shall consider the employee 's skill, ability, experience, training, productivity, work performance, work record, attendance record, dependability, and seniority. Employees who do not possess the minimum qualifications as outlined in the job description, shall not be considered in determining the qualified employee. If no current employee within the department who the opening, possesses the minimum qualifications, then the District will solicit candidates from outside the department within the GRESPA unit. If no employee in the GRESPA unit possesses the minimum qualifications, then the District shall solicit candidates from outside the collective bargaining unit.

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3. An employee whose classification changes due to a promotion under this section shall serve a trial period of six months in the new classification. During this period, the employer may return the employee to the next available vacant position in the former employee 's classification.

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C. JOB SHARE

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

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1. Both employees shall be qualified for the position.

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

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#### D. JOB DESCRIPTIONS

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

**ARTICLE 14  
MISCELLANEOUS**

**A. AGREEMENT COPIES**

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

**B. SPECIAL TRIPS - TRANSPORTATION AND SUPPLY DEPARTMENTS.**

1. No transportation employee is required to accept a "special trip" assignment unless a chaperone is provided.
2. Special runs in Supply shall be made available on a revolving seniority system, whereby the driver who is requested to take a special run shall go to the bottom of the seniority list of available drivers.

**C. INFORMATION**

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

**D. EVALUATION**

1. The supervisor will meet with the employee and discuss the evaluation prior to placement of the evaluation in the personnel file. The employee will sign the evaluation form acknowledging only receipt of the evaluation and may thereafter attach a statement to the evaluation. Such rebuttal statement will be completed within five (5) days of the meeting. Bargaining unit members may provide input but shall not complete the formal evaluation forms. All formal evaluations shall be conducted by supervisors from their area of operation.
2. Employees who are evaluated as being unsatisfactory shall be provided with a plan of assistance.

Letter of Understanding - The parties shall form a committee composed of equal members selected by the Association and the Board develop and jointly approve a new evaluation form. The committee shall complete its work within six (6) months after final ratification of the contract. The evaluation form will indicate satisfactory or unsatisfactory performance and where appropriate, indicate job jeopardy status for poor performance.

E. PROBLEM SOLVING

**Deleted:** QUALITY INITIATIVE (PSQI)

The parties agree to utilize Interest Based Strategies as a problem solving tool.

The Association and Human Resources will be responsible for calling meetings as appropriate.

The Association and the District will each designate their participants.

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

F. SHARED DECISION MAKING

**Deleted:** The parties agree to establish a schedule of regular problem-solving meetings (no fewer than 6 times per year). The Association President, one Uniserv Director and one GRESPA member each from Transportation, Food Service, Custodial, Maintenance, and Supply, will be released as necessary. PSQI may establish subcommittees to make recommendations on various issues, as they see fit. Both sides may bring in resource people as they may find necessary. The Assistant Superintendent for Human Resources or designee and three other representatives selected by the Assistant Superintendent for Human Resources will represent the District. Letters of Agreement negotiated through this process will be subject to normal ratification processes.

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

3. Disputes in individual programs or buildings regarding the SDM process will be addressed by an Association/GRPS team composed of equal numbers of representatives appointed by the District and the Association.
4. A District Advisory Committee for SDM will exist for the purpose of providing advice, facilitating training and recommending strategies to support the SDM process. The composition of this committee will be of equal representation for the District and MEA employee groups.

G. LUNCH ON HALF DAYS

Lunch will be served on all District half-days.

H. ATTENDANCE POLICY

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

**Deleted: I. TRANSPORTATION TRAINING DAYS**  
¶  
Transportation employees will be offered the opportunity to receive up to 24 hours of paid training hours, provided the employee actually attends the training. The hours will be paid at the regularly hourly rate of pay, which will be scheduled on non-driving days. The District reserves the discretion to make up to 12 of the 24 training hours mandatory attendance. In this event, GRESPA and the Personnel Development Office will jointly develop the training

**ARTICLE 15  
STRIKES AND PENALTIES**

A. NO STRIKE

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

B. EMPLOYEE PENALTY

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

C. ASSOCIATION PENALTY

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

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D. LOCK-OUTS

The Board agrees that it will not lockout employees.

**ARTICLE 16  
DURATION**

Except where otherwise indicated, this Agreement shall be effective on July 1, 2004 and shall remain in effect until June 30, 2006.

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Re-negotiation of this Agreement for a future period of time shall be commenced by giving written notice to the other party on or before April 1, 2006.

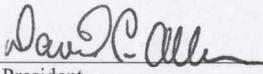
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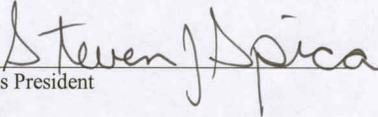
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IN WITNESS WHEREOF the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives this 31st day of August 2003.

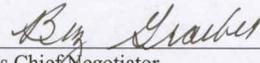
THE BOARD OF EDUCATION OF  
THE GRAND RAPIDS PUBLIC SCHOOLS

GRAND RAPIDS EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

by   
Its President

by   
Its President

by   
Its Secretary

by   
Its Chief Negotiator

by 

Its Chief Negotiators

## APPENDIX A WAGE SCHEDULES

The following pages contain Salary Schedules for 2004-2005

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OPERATIONS						
STEP	H001	H002	H003	H004	H005	H022
1	12.35	12.48	13.00	14.02	14.76	15.17
2	12.71	12.96	13.49	14.46	15.02	15.28
3	13.25	13.55	14.00	15.01	15.62	15.84
4	13.57	13.89	14.30	15.60	16.14	16.36
5	13.75	14.05	14.46	16.01	16.59	16.82
STEP	H006	H007	H008	H107	H114	H010
1	16.29	16.51	17.26	14.41	17.66	9.82
2	16.72	17.00	17.76	14.80	18.11	
3	17.25	17.48	18.20	15.31	18.66	
4	17.81	17.97	18.78	15.74	19.25	
5	18.20	18.51	19.24	15.98	19.56	
H001 - CUSTODIAN I, GROUNDS LABORER I						
H002 - CUSTODIAN II, GROUNDS LABORER II						
H003 - CUSTODIAN II, GROUNDS LABORER III						
H004 - HEAD CUSTODIAN I, GROUNDS MAINTENANCE I, BUILDING MAINTENANCE I						
H005 - HEAD CUSTODIAN II, GROUNDS MAINTENANCE II, BUILDING MAINTENANCE II						
H022 - HEAD CUSTODIAN III, GROUNDS MAINTENANCE III, BUILDING MAINTENANCE III						
H006 - BUILDING MANAGER I						
H007 - BUILDING MANAGER II						
H008 - BUILDING MANAGER III						
H107 - UTILITY TRUCK DRIVER						
H114 - HEAD GROUNDS						
H010 - PART TIME UTILITY CLEANER						

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MAINTENANCE										
STEP	<u>H023</u>	<u>H020</u>	<u>H021</u>	<u>H015</u>	<u>H018</u>	<u>H019</u>				
1	12.35	14.01	14.76	16.86	17.84	18.94				
2	12.70	14.46	15.01	17.34	18.37	19.50				
3	13.25	15.00	15.61	17.88	18.88	20.02				
4	13.57	15.60	16.13	18.37	19.49	20.45				
5	13.75	15.84	16.44	18.74	19.77	20.86				
STEP	<u>H112</u>	<u>H115</u>	<u>H118</u>	<u>H104</u>	<u>H113</u>	<u>H016</u>				
1	16.44	17.66	16.86	15.32	17.73	11.67				
2	16.96	18.11	17.35	15.74	18.18	11.91				
3	17.55	18.66	17.99	16.28	18.75	12.38				
4	18.03	19.25	18.42	16.74	19.31	12.88				
5	18.35	19.56	18.74	17.05	19.66	13.14				
H023 - MAINTENANCE LABORER										
H020 - TRADES HELPER I										
H021- TRADES HELPER II										
H015 - DRAFTSPERSON /PAINTERS/EMS-OPI H016 Draftsperson II										
H018 - HEATING, AIR CONDITIONING, ELECTRICIAN, PLUMBER, STEAMFITTER, WELDER, CABINET MAKERS, CARPENTERS, PLASTER, ELECTRONIC TECHNICIAN AND ASBESTOS ABATEMENT SPECIALIATIONS-1										
H109 - STATE AND CITY LICENSED PLUMBER, ELECTRICIAN, HEATING, AIR CONDITIONING, CERTIFIED WELDER, DESIGNING & DRAFTING, EMS-OP. II, PROJECT COORDINATOR & ASBESTOS ABATEMENT SPECIALIST-2										
SEMI-SKILLED/SKILLED TRADES:										
H112 - VEHICLE MECHANIC										
H115 - HEAD MECHANIC										
H118 - STATE OR NATIONAL CERTIFIED MASTER HEAVY DUTY TRUCK MECHANIC										
SUPPLY										
STEP	<u>H104</u>	<u>H006</u>	<u>H113</u>							
1	15.32	16.29	17.73							
2	15.74	16.72	18.18							
3	16.28	17.25	18.75							
4	16.74	17.81	19.31							
5	17.05	18.20	19.66							
H104 - TRUCK DRIVERS, SUPPLY ROOM CLERK										
H006 - SHIPPING & RECEIVING SPECIALIST										
H113 - MUSIC SPECIALIST										

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**FOOD SERVICE**

FOOD SERVICE							
STEP	<b>H203</b>	<b>H201</b>	<b>H204</b>	<b>H205</b>	<b>H208</b>	<b>H215</b>	
1	10.51	10.79	9.98	8.96	17.03	9.10	
2	11.34	11.63	10.45	9.49	17.53	9.64	
3	12.33	12.62	11.22	9.98	17.98	10.12	
4	13.21	13.49	12.04	10.45	18.40	10.61	
5	13.66	13.95	12.40	10.74	18.86	10.87	
STEP	<b>H107</b>	<b>H209</b>	<b>H218</b>				
1	14.41	10.84	16.50				
2	14.80	11.61	16.93				
3	15.31	12.36	17.46				
4	15.74	13.09	18.02				
5	15.98	13.85	18.40				
STEP	<b>MEH203</b>	<b>MEH201</b>	<b>MEH204</b>	<b>MEH205</b>	<b>MEH215</b>		
1	10.71	10.99	10.18	9.16	9.30		
2	11.54	11.83	10.65	9.69	9.84		
3	12.53	12.82	11.42	10.18	10.32		
4	13.41	13.69	12.24	10.65	10.81		
5	13.86	14.15	12.60	10.94	11.07		
STEP	<b>MRH203</b>	<b>MRH201</b>	<b>MRH204</b>	<b>MRH205</b>	<b>MRH215</b>		
1	11.19	10.91	10.38	9.36	9.50		
2	12.03	11.74	10.85	9.89	10.04		
3	13.02	12.73	11.62	10.38	10.52		
4	13.89	13.61	12.44	10.85	11.01		
5	14.35	14.06	12.80	11.14	11.27		
	H203 - MANAGER/SATELLITE						
	H201 - MANAGER/PRODUCTION						
	H204 - COOK/BAKER/ALACARTE						
	H205 - PRODUCTION & UTILITY						
	H215 - PRODUCTION & UTILITY/SATELLITE						
	H208 - MANGER/COMMISSARY PROGRAM						
	H107 - TRUCK DRIVERS/ROUTE						
	H209 - COOK COMMISSARY PROGRAM						
	H218 - WAREHOUSE LEAD PERSON / FACILITIES MAINTENANCE MANAGER						
	NOTE: CLASSIFICATIONS H201, H203, H204, H205, H215 ONLY - LEVEL II AND III SHALL RECEIVE AN ADDITIONAL TWENTY CENTS AT EACH LEVEL BASED ON REQUIREMENTS						

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TRANSPORTATION									
STEP	<u>H106</u>	<u>H108</u>	<u>H109</u>	<u>H119</u>					
1	8.89	14.16	14.54	15.80					
2	9.17	14.54	14.96	16.44					
3	9.34	15.05	15.47	16.95					
4	9.64	15.49	15.83	17.55					
5	9.80	15.74	16.11	18.03					
H106 - MECHANICAL AIDE									
H108 - BUS DRIVER									
H109 - PERMANENT BUS SUB									
H119 - DISPATCHER/ROUTE PLANNER									

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The following pages contain Salary Schedules for 2005-2006

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OPERATIONS						
STEP	H001	H002	H003	H004	H005	H022
1	12.54	12.67	13.20	14.23	14.98	17.40
2	12.90	13.16	13.69	14.68	15.25	15.72
3	13.45	13.76	14.21	15.24	15.86	16.30
4	13.78	14.10	14.51	15.84	16.38	16.84
5	13.95	14.26	14.68	16.25	16.84	17.31
STEP	H006	H007	H008	H107	H114	H010
1	16.54	16.76	17.52	14.63	17.93	9.97
2	16.97	17.25	18.03	15.02	18.38	
3	17.51	17.74	18.47	15.54	18.94	
4	18.08	18.24	19.06	15.98	19.54	
5	18.47	18.78	19.53	16.22	19.85	
H001 - CUSTODIAN I, GROUNDS LABORER I						
H002 - CUSTODIAN II, GROUNDS LABORER II						
H003 - CUSTODIAN II, GROUNDS LABORER III						
H004 - HEAD CUSTODIAN I, GROUNDS MAINTENANCE I, BUILDING MAINTENANCE I						
H005 - HEAD CUSTODIAN II, GROUNDS MAINTENANCE II, BUILDING MAINTENANCE II						
H022 - HEAD CUSTODIAN III, GROUNDS MAINTENANCE III, BUILDING MAINTENANCE III						
H006 - BUILDING MANAGER I						
H007 - BUILDING MANAGER II						
H008 - BUILDING MANAGER III						
H107 - UTILITY TRUCK DRIVER						
H114 - HEAD GROUNDS						
H010 - PART TIME UTILITY CLEANER						

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MAINTENANCE										
STEP	<u>H023</u>	<u>H020</u>	<u>H021</u>	<u>H015</u>	<u>H018</u>	<u>H019</u>				
1	12.54	14.22	14.98	17.11	18.11	19.23				
2	12.89	14.68	15.24	17.60	18.65	19.80				
3	13.45	15.23	15.85	18.15	19.17	20.32				
4	13.78	15.84	16.37	18.65	19.79	20.76				
5	13.95	16.07	16.68	19.02	20.07	21.17				
STEP	<u>H112</u>	<u>H115</u>	<u>H118</u>	<u>H104</u>	<u>H113</u>	<u>H016</u>				
1	16.68	17.93	17.11	15.55	18.00	11.85				
2	17.21	18.38	17.61	15.98	18.45	12.09				
3	17.81	18.94	18.26	16.53	19.03	12.57				
4	18.30	19.54	18.70	16.99	19.60	13.07				
5	18.63	19.85	19.02	17.30	19.95	13.34				
H023 - MAINTENANCE LABORER										
H020 - TRADES HELPER I										
H021 - TRADES HELPER II										
H015 - DRAFTSPERSON/PAINTERS/EMS-OPI										
H016 - DRAFTSPERSON II										
H018 - HEATING, AIR CONDITIONING, ELECTRICIAN, PLUMBER, STEAMFITTER, WELDER, CABINET MAKERS, CARPENTERS, PLASTER, ELECTRONIC TECHNICIAN AND ASBESTOS ABATEMENT SPECIALIATIONS-1										
H109 - STATE AND CITY LICENSED PLUMBER, ELECTRICIAN, HEATING, AIR CONDITIONING, CERTIFIED WELDER, DESIGNING & DRAFTING, EMS-OP. II, PROJECT COORDINATOR & ASBESTOS ABATEMENT SPECIALIST-2										
SEMI-SKILLED/SKILLED TRADES:										
H112 - VEHICLE MECHANIC										
H115 - HEAD MECHANIC										
H118 - STATE OR NATIONAL CERTIFIED MASTER HEAVY DUTY TRUCK MECHANIC										
SUPPLY										
STEP	<u>H104</u>	<u>H006</u>	<u>H113</u>							
1	15.55	16.54	18.00							
2	15.98	16.97	18.45							
3	16.53	17.51	19.03							
4	16.99	18.08	19.60							
5	17.30	18.47	19.95							
H104 - TRUCK DRIVERS, SUPPLY ROOM CLERK										
H006 - SHIPPING & RECEIVING SPECIALIST										
H113 - MUSIC SPECIALIST										

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**FOOD SERVICE**

FOOD SERVICE						
STEP	<u>H203</u>	<u>H201</u>	<u>H204</u>	<u>H205</u>	<u>H208</u>	<u>H215</u>
1	10.66	10.95	10.13	9.09	17.28	9.24
2	11.51	11.80	10.60	9.63	17.79	9.78
3	12.52	12.81	11.39	10.13	18.25	10.27
4	13.41	13.69	12.22	10.60	18.68	10.77
5	13.86	14.61	12.59	10.90	19.15	11.04
STEP	<u>H107</u>	<u>H209</u>	<u>H218</u>			
1	14.63	11.01	16.75			
2	15.02	11.78	17.18			
3	15.54	12.55	17.72			
4	15.98	13.29	18.29			
5	16.22	14.06	18.68			
STEP	<u>MEH203</u>	<u>MEH201</u>	<u>MEH204</u>	<u>MEH205</u>	<u>MEH215</u>	
1	10.86	11.75	10.33	9.29	9.44	
2	11.71	12.00	10.80	9.83	9.98	
3	12.72	13.01	11.59	10.33	10.47	
4	13.61	13.89	12.42	10.80	10.97	
5	14.06	14.36	12.79	11.10	11.24	
STEP	<u>MRH203</u>	<u>MRH201</u>	<u>MRH204</u>	<u>MRH205</u>	<u>MRH215</u>	
1	11.35	11.06	10.53	9.49	9.64	
2	12.20	11.91	11.00	10.03	10.18	
3	13.21	12.92	11.79	10.53	10.67	
4	14.09	13.81	12.62	11.00	11.17	
5	14.56	14.26	12.99	11.30	11.44	
H203 - MANAGER/SATELLITE						
H201 - MANAGER/PRODUCTION						
H204 - COOK/BAKER/ALACARTE						
H205 - PRODUCTION & UTILITY						
H215 - PRODUCTION & UTILITY/SATELLITE						
H208 - MANGER/COMMISSARY PROGRAM						
H107 - TRUCK DRIVERS/ROUTE						
H209 - COOK COMMISSARY PROGRAM						
H218 - WAREHOUSE LEAD PERSON, FACILITIES MAINTENANCE MANAGER						
NOTE: CLASSIFICATIONS H201, H203, H204, H205, H215 ONLY - LEVEL II AND III SHALL RECEIVE AN ADDITIONAL TWENTY CENTS AT EACH LEVEL BASED ON REQUIREMENTS						

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**TRANSPORTATION**

STEP	<b>H106</b>	<b>H108</b>	<b>H109</b>	<b>H119</b>						
1	9.02	14.38	14.76	16.03						
2	9.31	14.76	15.18	16.68						
3	9.48	15.28	15.70	17.20						
4	9.78	15.72	16.06	17.81						
5	9.95	15.98	16.35	18.30						
H106 - MECHANICAL AIDE										
H108 - BUS DRIVER										
H109 - PERMANENT BUS SUB										
H119 - DISPATCHER/ROUTE PLANNER										

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**APPENDIX B  
TRANSPORTATION QUICK STOP**

A. Restaurants Buses may be parked at approved restaurant locations when drivers are off duty during the school day if such stop is in route or a stop that does not result in greater accumulated mileage than would a direct return to the service building. The list of approved restaurants shall be posted in the office and the driver's lounge.

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B. Quick Stops Drivers may make quick stops of very short duration (less than 5 minutes) to attend to urgent personal needs while on duty if students are not on the bus. Drivers may stop at approved district buildings, the restaurants on the approved list, or places of business on the approved en route "quick stop" list. The initial quick stop list shall be prepared before the start of the 1994-95 school year. Drivers will be asked to submit nominations for businesses to be included in the list. The Director of Transportation will investigate these locations for safety and adequate parking and shall prepare the initial list before the start of the 1994-95 school year.

C. Additions

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After the start of the 1994-95 school year, drivers may nominate additions to the lists of restaurants and/or quick stop locations at any time. Nominations will be considered by a Restaurant/Quick Stop Review Committee which shall be composed of the Transportation Association Stewards, the Director of Transportation and a representative from the Risk Management Office. If the committee cannot agree on whether or not to add a location to one of the lists, the final decision shall rest with the Director of Transportation, who shall decide solely on the basis of safety and parking concerns.

D. Telephone The Board will install a separate (second) telephone line into the Driver's Lounge and will install a pay telephone into the lounge area as well or another area in the transportation facility.

E. Violations of this agreement are subject to the grievance procedure.

**APPENDIX C  
TRANSPORTATION OVERTIME**

A. Definitions:

1. Route-work: All regularly scheduled bus runs assigned to regular drivers on a periodic basis.
2. Substitute Route-Work: Route work for which there is need for a substitute due to the absence of the regular driver.
3. Non-Route Work: All other bus runs (aka Specials) which are completed on a school day by 6:00 p.m.
4. Posted Non-Route Work: All other bus runs (aka Specials) which are completed on a school day after 6:00 p.m. or on a non-school day at any time.

B. Procedure:

1. All per diem substitute bus drivers are excluded from Article 7 H2. The Board has no obligation to provide equal opportunity for overtime as to such employees. Permanent substitute drivers will not be included on the overtime list for purposes of offering overtime work.
2. All drivers will have no accumulated overtime hours at the beginning of that year's school calendar.
3. New drivers will initially be charged with the maximum individual number of overtime hours accumulated by the driver having the greatest overtime hours included in the posting.
4. Drivers who wish to waive their right to equal opportunity for overtime work may do so at any time by signing a waiver. Once waived, the right to equal opportunity for overtime work is waived for the remainder of the school year. Deleted: of the
5. All non-route work and substitute route work will be first assigned to drivers guaranteed less than eight (8) hours per day until the driver reaches forty (40) hours. All such hours refused by the driver shall be charged. Deleted: shall be
6. Posted non-route work will be posted in the Transportation Office for forty-eight (48) hours provided it is received from the schools at least eighty-four (84) hours before the run begins. Except Permanent Substitute Drivers, all drivers who are available for the work shall have the right to bid by signing the posting. Available drivers must be able to arrive at the point of departure at least five (5) minutes prior to the department time. Posted non-route lift work will be awarded only to qualified lift bus drivers.

Qualified is defined as drivers who have regularly performed lift route work within the past twelve (12) months.

7. Posted non-route work will be awarded as follows: based upon the most recent posted overtime report, work will be awarded to the bidding driver with the fewest overtime hours, except that no four (4) or six and one-half hours (6.5) driver will be awarded work which would result in more than forty-five hours (45) in that week. In the event of a tie between two (2) or more drivers, seniority shall be used to break the tie.
8. A driver who bids on a posted non-route trip and is awarded it, must drive it unless illness or an emergency prevents. A driver who is awarded a run but does not drive it due to illness or emergency will be charged the hours for the run. All hours awarded will be charged unless a request for service is canceled.
9. If a request for posted non-route work is received with less than eighty-four (84) hours before the run begins, Management has the right to assign the work to any available driver. Permanent Substitute Drivers may only be used in an emergency (four (4) hours or less notice) if no regular drivers are available.
10. Every two (2) weeks the Board shall post a listing of every participating driver including a coding of each driver's guaranteed hours and accumulated overtime hours charged for the previous two week period and to-date in descending order.
11. Disputes by drivers as to the accuracy of the information in the posting of overtime must be submitted in writing within ten (10) working days after the posting or they are waived. The Board will respond in writing within five (5) working days.

**APPENDIX D  
RECLASSIFICATIONS**

The Administration and GRESPA agree that the Board, in cooperation with the Association, will develop a proposal to define the criteria for categories I, II, and III within all areas of operations and that an agreement will be achieved prior to its implementation. The goal is to have this accomplished within six (6) months of the signing of the contract.

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**DRUG & ALCOHOL AGREEMENT**

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

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

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

2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this agreement. Reasonable suspicion must be based on specific,

contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.

3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.
4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access¹. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30)

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

days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.

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

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

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

7. **Definition of "at work."** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such

responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of "at work."

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

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

a. **First Incident.**

1. If two trained administrators, using the "Observed Behavior-Reasonable Cause Record" (which is attached to this agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights

is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.

2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.
3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.
4. The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face

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adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.

5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.

b. **Subsequent Incident(s).** If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to Association representation. The unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable suspicion. However,

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not later than within one scheduled business day after the observation, the trained administrators will submit to Labor Relations the "Observed Behavior-Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.

c. **Refusal to test.** Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.

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10. **Discipline.** The Board will determine the discipline, up to and including discharge, to be imposed as a result of a positive test. All discipline shall be subject to just cause and the applicable grievance arbitration procedure. Nothing in this agreement will preclude the Board from disciplining an employee for misconduct which would otherwise constitute grounds for discipline.

11. **Use of another's prescription.** An employee with a positive test, who claims that he/she took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person's prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

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## NOTICE OF RIGHTS

To: _____

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

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

### YOUR RIGHTS:

- You have a right to representation from your union (if applicable). You may request this at any time.
- Because this is your first incident, you are **not** required to submit to drug and alcohol testing.
- *IF THERE IS A SECOND INCIDENT, YOU WILL BE REQUIRED TO SUBMIT TO DRUG AND ALCOHOL TESTING AS PER THE ATTACHED AGREEMENT.*
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- ***You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.***
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.

- We strongly encourage you to seek medical attention or rehabilitation assistance.
- You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board nor the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will be considered insubordination, and you may face discipline up to and including discharge.
- You are required to sign this form; your signature means only that you have received this notice.

Deleted: Neither the Board or

Deleted: form,

By my signature, I verify that I have received a copy of this notice and the letter of agreement concerning drug and alcohol testing. My signature does not in any way constitute an admission of any wrongdoing.

_____  
Employee

_____  
Date

_____  
Witness

_____  
Date

Cc: Labor Relations & Legal Services

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

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8/22/2005

Letter of Agreement between  
GRESPA  
&  
GRPS  
Re Concessions.

- 1) **Pay Freeze:** It is understood that all members of GRESPA will have their wages frozen at the 2004-2005 amount, save the employees in the Food Service Division, who will receive the 1.5% increase, and that increase is to be effective July 1, 2005. Wages for Food Service are to be determined through negotiations per a wage re opener for that department for the year 2006-2007.
- 2) **Two Year Contract:** The duration of the contract and this letter of agreement is for two years and will expire June 30, 2007.
- 3) **Insurance: Article 8, Other Benefits.** Each GRESPA member (save Part-time Food Service, who continue to pay the current pro-rata amount for insurance coverage) will contribute \$68.75 per month towards Pak A Choices II PPO. Individuals who carry the SuperCare I plan will contribute \$ per month.
- 4) **Overtime:** Overtime will be calculated and paid at a rate of 1.5 times for all hours actually worked over one week. Emergency call-ins will be paid at the rate of 1.5 for at least two hours and everything thereafter.
- 5) **Shift Premium:** As per the CBA Article 7 Wages, Section D, Number 3; Only third shift will continue to receive a \$ .45 per hour shift premium.
- 6) **School Closing Days:** Members of the Operations/Grounds/Supply and Maintenance staffs will report to work and receive their normal pay. Food Service Employees will have the option to use sick, vacation, compensatory, or personal business days to receive a full day's pay, or they may take a day without pay.
- 7) **Personal Business/Sick Days:** GRESPA will forfeit one personal day and one sick day per year per member.
- 8) **Utility Cleaners** GRESPA part-time cleaners will be paid at the rate of \$ per ~~hour~~ \$9.82 per hour + FICA & retirement. They may work 260 days per year.
- 9) **Voluntary Layoff:** Employees have the option of taking a voluntary lay-off, so long as there is no additional cost to the District. Each will be allowed a non-contested lay-off.

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10) **Clothing:** GRESPA will forfeit all clothing expenses previously paid by the Board, save steel-toe shoes for those required to wear them.

11) **Hours of Work:** Maintenance - 7:30

Supply - 7:30

Operations - to be posted @ semester beginning or the at the beginning of each break period (e.g. Summer, Winter & Spring). For non-emergency changes a two week notice will be provided.

Frederica Williams  
For the Board

8/22/05  
Date

Steven J Spica  
For GRESPA

8/25/05  
Date

GRESPA has agreed to these concessions under threat of privatization. GRESPA did not violate the provisions of Public Act 112 of 1995.