

AGREEMENT

between the

Board of Education

of the

Grand Rapids Public Schools

and the

**Grand Rapids
Educational Support
Professionals Association
(GRESPA)**

2022 – 2025

Official Copy

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ARTICLE 1 - AGREEMENT

A. AGREEMENT

THIS AGREEMENT is made and entered into on this 19th DAY OF, September, 2022 by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of a general power district hereinafter referred to as the “BOARD” or the ‘DISTRICT’ and the GRAND RAPIDS EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION, an incorporated association referred to as the “ASSOCIATION” or “GRESPA”.

B. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to establish the hours, wages and other terms and conditions of employment in the GRESPA bargaining unit. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects. Agreement has been reached between the parties hereto including formal ratification of the terms hereof by the governing body of the Board and by the employees represented by the Association and as such, it is understood that no changes involving the terms of this agreement which may affect the parties may be made without the written agreement of both the Board and the Association.

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ARTICLE 2 - RECOGNITION

A. RECOGNITION OF BARGAINING UNIT

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

B. ACKNOWLEDGMENT OF AGREEMENT

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

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ARTICLE 3 - EMPLOYEE AND ASSOCIATION RIGHTS

A. RIGHT TO ORGANIZE

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

B. USE OF BOARD FACILITIES

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

C. NEGOTIATING COMMITTEE

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

D. TIME OFF FOR GRIEVANCES

In the event a bargaining unit member 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 bargaining unit member(s) at his/her regular rate for reasonable time spent during his/her regular working hours in processing grievances and collective bargaining in accordance with the provisions of this Agreement. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

E. ASSOCIATION ACTIVITIES

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

F. REQUEST FOR INFORMATION

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

G. INDIVIDUAL RIGHTS

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

H. CONTRARY TO LAW

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

I. INDIVIDUAL AGREEMENTS

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

J. OTHER ORGANIZATIONS

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

K. SEXUAL HARASSMENT

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

L. FREEDOM OF INFORMATION ACT

1. The District agrees to notify the employee by either telephone or e-mail 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 as long as the employee requests to review the file within two days of the date sent by the District. However, nothing herein shall prevent the District from complying with the time established by law for the District to respond. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:

- a. race
- b. unlisted telephone number(s)
- c. personal insurance information
- d. social security number(s)
- e. bank account information
- f. credit union information
- g. medical and/or psychological records, facts, or evaluations if an identity would be revealed
- h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki
- i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed, or the allegations were found to be unsubstantiated (nothing prohibits the district from keeping separate investigative files)
- j. documents relating to closed tenure proceedings (except for documents holding public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges.
- k. any disciplinary information more than four (4) years old, unless the

- disclosure required by law
 - l. any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
 - m. student records or references to specific students as required by FERPA
 - n. evidence concerning authorization to work in the U.S.
 - o. employer references, as required under Bullard-Plawecki
 - p. educational transcripts
 - q. criminal history checks including fingerprints (the Board of Education is required in certain circumstances to release criminal history information pursuant to the School Safety Legislation.)
 - r. documents pertaining to current litigation involving the requesting party
 - s. privileged attorney communications, opinions, work products
2. Furthermore, the Board agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at Human Resources, but not yet converted to microfiche or entered into the HR personnel electronic system, shall be considered to be a part of the personnel file.
3. The parties recognize that this agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

M. NEW EMPLOYEES

1. Within thirty (30) days of employment, the Board shall provide the Association with the name of each employee assigned to any position represented by this Association.
2. The Boards' Human Resources Department (Human Resources) shall notify new employees that the current Board – GRESPA contract is available on InfoHost or the District website.

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ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES

A. RESPONSIBILITIES

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the Michigan General Schools Laws, or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Board had prior to this Agreement are retained by the Board. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code and the Constitution of the State of Michigan and/or the United States. Such rights, duties, etc. shall include, by way of illustration and not by way of limitation, the right to:

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

B. AUTHORITY

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

C. ADMINISTRATIVE STAFF

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

ARTICLE 5 - GRIEVANCE PROCEDURE

A. DEFINITION

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

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. Both Parties agree these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association shall be notified by Human Resources within 5 (five) days of its notice of such informal resolutions.

C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of

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

1. Level One
 - a. An employee may file an individual grievance, in writing, within fifteen (15) days of the grievable event.
 - b. Five (5) copies of this written grievance shall be prepared by the employee and one (1) copy shall be sent to each of the following:
 1. the aggrieved,
 2. principal or supervisor,
 3. the association's grievance chair,
 4. the association's MEA UniServ Director, and
 5. the Director of Human Resources
 - c. Within five (5) days of the filing date, the principal or supervisor and/or his/her representative will meet with the aggrieved and/or the aggrieved's Association representative in an effort to resolve it. A written answer shall be given within five (5) days after such meeting. Copies of the answer shall be sent to the parties as in b. above.
2. Level Two
 - a. If the aggrieved is not satisfied with the disposition of the grievance at level one, a letter shall, within five (5) days thereafter, be transmitted by the employee or the employee's Association representative to all of those listed in 1., b., above, stating that the grievance is being moved to level two.
 - b. Within ten (10) days of receipt of a level two grievance, the director of human resources or his/her designee will meet with the association to discuss the issues. In the case of an individual grievance, the aggrieved must be present at the grievance hearing whereas in the case of a group or Association grievance the impacted aggrieved bargaining unit members are not required to attend the grievance hearing. A written answer shall be given within fifteen (15) days after the meeting on the grievance.
 - c. A group grievance commencing at this level shall be filed within twenty (20) days of the grievable event. An association grievance commencing at this level shall be filed within forty-five (45) days of the time at which the Association leadership gained knowledge of the grievable event.

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

D. GRIEVANCE HEARINGS

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

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ARTICLE 6 - WAGES

A. WAGE SCHEDULES

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

B. STEP PROGRESSION

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

5 years	\$ 450
10 years	\$ 750
15 years	\$ 1175
20 years	\$ 1450
25 years	\$ 1675

5. The amount of longevity paid to an employee shall include any time that the employee is on Board approved leave of absence with pay and/or Board approved FMLA.

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

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

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

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

D. SHIFT PREMIUM

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

E. SPECIAL ASSIGNMENTS PAY

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

- 1. **Supply**
 Leadperson.....\$0.75
 *Group Leader.....\$0.55
- 2. **Maintenance**
 Leadperson.....\$1.00
 *Group Leader.....\$0.75
 Paint Sprayer & Sign Painter... ..\$0.50
 Lay-Out Development Specialist\$0.50
 **Master Plumber\$0.75
 **Master Mechanic\$0.75

**Master Electrician\$0.75

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

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

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

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

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

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

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

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

4. **Food Service**

Leadperson.....\$0.75

Defined as leading three (3) or more employees possessing a Serve Safe Certificate or equivalent as determined by the district (*GRESPA, W. MI Janitorial, etc.) includes H203 and H215.

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

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

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

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

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

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

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

These hours will be compensated at the H001 Step 1 regular hourly rate and the shift differential rate shall not apply. If the additional hours result in actually working over 40 hours per week, the District will follow the wage and hour law for the calculation of overtime.

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

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

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

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

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

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

F. EMERGENCY DUTY PAY

1. Any employee, part-time or full-time, who is called out by the administration for emergency duties, shall receive a minimum of two (2) hours of pay for such duty. Said time will be computed to the nearest quarter hour from the time the employee receives the call to attend the emergency until the time the employee returns to his/her home. Such hours shall be computed at time and one-half of his/her normal rate.
2. An emergency is defined as an event that occurs that requires immediate attention for the health, safety and/or security of students or staff, or safety and /or security of GRPS assets.
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. OVERTIME

1. The official work week of Board employees shall be no more than forty (40) hours per week. When an employee is assigned to work more than 40 hours in a work week and actually works more than 40 hours, the hours beyond 40 will be paid at time and one half, pursuant to Wage and Hour Regulations, with the exception of holiday pay. (See H #4 below). Employees (not normally scheduled to work) working on any designated holiday shall receive pay consisting of one and one-half (1-1/2) times the rate of regular pay.
2. The Board shall provide equal opportunity to those qualified in each department for overtime work. Vacation time, personal business and other leave of absence with pay and official sick leave with pay shall not be considered working hours but shall not exceed the normal regularly scheduled hours per day, i.e., leave time may

not be used to cover overtime. GRESPA will work with the District to examine processes for equal distribution of overtime where there are concerns.

3. Each employee is entitled to "reasonable" advance notice of the necessity to work overtime. Each employee receiving less than one (1) hour notice shall not be required to work overtime, unless it is declared an emergency by the administration.
4. The holidays listed in Article 9.B.5 shall be counted as actual time worked.

H. 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.

I. 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.

J. TEMPORARY ASSIGNMENTS

1. Nothing prevents the Board from temporarily assigning a current employee to perform the duties which normally fall in any job classification within the bargaining unit in the event of an emergency or an unforeseen circumstance beyond the Board's control. Such temporary assignments shall not exceed sixty (60) consecutive calendar days. A temporarily assigned employee shall be paid at the rate of his/her regular job classification or step 1 of the job classification to which they are temporarily assigned, whichever is greater, for all hours worked in the classification to which they are temporarily assigned.
2. Food Service Temporary Assignments: When assigned to work a higher job classification the pay rate shall be at the rate of Step 1 of the higher job classification to which the employee is temporarily assigned. Pay rate shall be adjusted from Step 1 to the next highest step to ensure a minimum increase of \$.75 per hour from the employees' regular job classification if the assignment is intended to cover the full shift of that higher job classification position (Note: See E 4 above).

K. OVERPAYMENT/UNDERPAYMENT

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

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

L. WAGE AND FRINGE BENEFIT DESIGNEE

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

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

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ARTICLE 7 - OTHER BENEFITS

A. TRAVEL REIMBURSEMENT

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

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

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

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

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

3. Each employee, on special assignment required to travel out of Kent County, shall be eligible for food (actual purchase) reimbursement not to exceed ten dollars (\$10.00) per meal. Receipts must be provided.

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

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

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

B. INSURANCE BENEFITS

1. General Provisions

a. For the duration of the 2022-2025 contract, the Board shall contribute the maximum amount permitted toward employees' medical coverage permitted by PA

152 of 2010 as amended. The annual amount will be adjusted on January 1 of each year of this contract.

b. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of benefit premiums.

c. Medical premiums are paid on a fiscal year from January 1 through December 31.

d. The annual amount paid shall be prorated for employees who start after January 1 and/or terminate before December 31.

e. Medical premiums from January 1 through December 31 are payroll deducted from 19 pays, beginning in January and ending in December.

f. Employees shall contribute annually an amount equal to the difference between the cost of the member’s elected medical insurance coverage level and the District’s annual toward the premium of January 1 and December 31. This shall be prorated for part-time employees who are less than full time, but work at least 16.5 hours, or late start employees.

g. The employee’s contribution for medical premiums shall be paid via payroll deduction through the pre-tax premium portion of the District’s section 125 flexible benefits plan.

2. Eligibility

GRESPA		
BA Custodian/ Food Service		
Eligibility	Hours Worked	FTE
CIL, M,D,V L ,LTD	32.5	1.0
CIL, M (prorated)	29.25	0.9
CIL, M (prorated)	26	0.8
CIL, M (prorated)	22.75	0.7
CIL, M (prorated)	19.5	0.6
Below 16.5 FTE None	16.5	0.5
None	13	0.4
None	9.75	0.3
None	6.5	0.2

CIL	Cash in Lieu
M	Medical
D	Dental
V	Vision
L	Life
LTD	Long Term Disability

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

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

3. Benefits Plans

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

PAK A

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1400/ \$2800
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	ABC Rx Mail
Voluntary Abortion:	Excluded

Pak B

Cash in lieu: \$250 per month plus non-medical benefits listed below.

PAK C

Medical:	MESSA Choices
IN Deductible:	\$500/\$1000
IN Coinsurance:	10 %
IN Copay (OV/UC/ER):	\$20/\$25/\$50
Rx Coverage:	SRX Mail
Voluntary Abortion:	Excluded

Pak D

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1400/ \$2800
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	ABC Rx Mail
Voluntary Abortion:	Excluded

PAK E

Medical:	MESSA Plans 2
IN Deductible:	\$2000/\$4000
IN Coinsurance:	0%
IN Copay (OV/UC/ER):	\$20/\$25/\$50
Rx Coverage:	Saver Rx
Voluntary Abortion:	Excluded

4. Non-Medical Benefits:

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

b. Dental:

Class I:	80%
Class II:	80%
Class III:	80%
Annual Max:	\$1,500
Class IV:	80%
Class IV/ Lifetime Max:	\$1,500
Riders:	2 Cleanings

Dental – Coordination of Benefits

Class I:	50%
Class II:	50%

Class III:	50%
Annual Max:	\$1,500
Class IV:	50%
Class IV/ Lifetime Max:	\$1,300
Riders:	2 Cleanings

c. Vision:

Co-payment - None	Participating Provider	Non-Participating Provider
Examination Once Every Plan Year	Covered 100%	Reimbursed Amount Up to \$35 (OD) Up to \$45 (MD)
Lenses Once Every Plan Year		
• Single Vision	Covered	Up to \$38
• Bifocal		Up to \$60
• Trifocal		Up to \$72
• Lenticular		Up to \$108
• Oversized Lenses		Not Covered
Frame Once Every Plan Year	Retail Allowance Up to \$135	Up to \$55
Contact Lenses Once Every Plan Year	In lieu of Lenses & Frame Up to \$130 Retail	In lieu of Lenses & Frame Up to \$115
Elective Contact Lenses		

C. 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 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.

D. LONG TERM DISABILITY:

1. In the event that a member qualifies for LTD, the Board shall pay its portion of all insurance benefits for the first six months, contingent on receipt of the member's portion of the payment. For the next six months, the Board shall pay its portion of medical insurance premiums only, and all non-medical coverages will be terminated. After 12 months, all benefits will be terminated.

Eligibility Waiting Period	You are eligible on the first day following 5 consecutive days as a member.
Monthly LTD Benefit	66 2/3% of the first \$4,500 of your monthly Pre-disability Earnings, reduced by Deductible Income.
Maximum Monthly LTD Benefit:	\$3,000 before reduction by deductible income.
Minimum LTD Benefit:	\$100 or 10% of your LTD benefit before reduction by Deductible Income, whichever is greater.
Benefit Waiting Period	60 days or the date your accumulated sick leave payments end, whichever is later.

E. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT: \$40,000

F. CASH IN LIEU

1. Employees electing cash in lieu must certify they have group medical coverage elsewhere. Cash in Lieu total annual amount of \$3,000 (paid January through December) will be prorated based on part-time hours and start date. Employees electing Cash in Lieu of health insurance will receive an additional \$10,000 in Life/AD&D insurance.

G. HEALTH SAVINGS ACCOUNT

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

Employees may contribute, through payroll deduction, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

H. FLEXIBLE SPENDING ACCOUNT

1. A flexible spending account is available to full-time employees that have been employed at least one year with the District. A dependent care spending account is availability to full time employees upon becoming eligible for benefits.

2. These accounts allow an employee to set aside tax-free dollars to pay for IRS approved medical related expenses and dependent care expenses.
3. The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in the MESSA ABC Plan 1 and MESSA ABC Plan 2.
4. A Dependent Care FSA will be available for childcare expenses for all eligible employees regardless of their medical plan choice.

I. OPTIONAL BENEFITS

1. All optional benefits elected by an employee shall be paid through payroll deductions.
2. Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.
3. Optional benefits shall be made available to all benefit eligible employees as follows:
 - A. Basic Term Life Coverage
 - B. Supplemental Term Life Coverage
 - C. Accidental Death and Dismemberment Coverage
 - D. Dependent Life Insurance
 - E. Survivor Income Coverage
 - F. Short Term Disability Insurance
4. Other Provisions
 - a. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee's Medical Insurance, Dental Insurance, Vision Insurance, and Negotiated Group Term Life Insurance shall continue, with necessary premiums paid by the Board, for twelve (12) months. However, employees must continue to pay their portion of the insurance premiums If the employee is still disabled after twelve (12) months, he/she may, at the employee's expense, continue insurance benefits through COBRA.
 - b. The Board shall pay its portion of insurance premiums during the summer for laid off employees. However, employees must continue to pay their portion of the insurance premiums.

- c. Medical, dental, vision, negotiated group term life, LTD or cash in lieu changes will become effective the first of the month following the change of employment status. Other qualifying life events, such as birth, marriage or divorce are effective the date of the event.
- d. The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.
- e. All newly hired employees must enroll in benefits within 30 days of hire. An employee may change the level of coverage only during the annual open enrollment period or within 30 days of a qualifying event.
- f. If the employee becomes totally disabled from any cause before reaching age sixty (60), the Negotiated Group Term Life insurance provided will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. The employee is responsible for making application for the waiver of premium in a timely fashion.

5. Changes in Carrier

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

J. WORKERS' COMPENSATION

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

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

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

K. LIGHT DUTY

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

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

1. If available, light duty will be assigned within the disabled employee's department and from duties customarily performed by the department. However, the employee shall remain a member of the bargaining unit.
2. If light duty is unavailable within the disabled employee's department, the Board may assign the employee to light duty in other locations within the District boundaries unless the parties agree otherwise. However, the employee shall remain a member of the bargaining unit.
3. Light duty will be assigned only to those employees whose disability is expected to be temporary with the anticipation that the employee will be able to return to his/her regular position.
4. Light duty assignments are temporary and shall not exceed 180 calendar days unless renewed or extended by the Board up to an additional 180 calendar days.
5. Upon recovery from disability, the employee will return to his/her regular department, classification and location, if available. If unavailable, a comparable position will be provided pursuant to the terms and conditions of the bargaining unit agreement.
6. Light duty positions are utilized at the discretion of the Board and are not open for bids. However, the Board must consult with the Association, and reach agreement regarding bargaining unit positions which will be held for light duty and will not be subject to posting and bidding.

7. Light duty employees shall continue to accrue seniority and benefits. Light duty employees shall earn the rate of pay of the position they are filling on light duty, or their workers' compensation rate, whichever is higher.
8. No current employee shall be displaced in whole or in part as a result of any employee being assigned light duty. Regular employees in the department shall be given first opportunity for overtime.
9. Employees assigned to light duty which is not part of his/her normal work assignment shall receive reasonably necessary training and assistance.

L. UNIFORMS

1. The Board shall provide on or about October 1 of each year the number of uniforms or number of dollars to each employee as follows (if the Board provides uniforms the employee shall wear them while he/she is employed):
 - a. Employees shall receive a Safety Shoe allowance of \$150.00 per year provided the eligible employee presents a receipt for purchase of same within thirty (30) days following the purchase and these shoes are a job requirement. If the full \$150.00 is not needed for the safety shoes/boots, the employee shall be allowed to use the balance at that merchant for insoles (may be non-slip for operations, steel toe only if required by MIOSHA). All Maintenance, Grounds, Operations and Supply employees will be required to wear safety shoes while on duty.
 - b. Food Service employees* shall receive a clothing allowance as follows:
 - 1) \$125.00

*Plus a shoe allowance of \$100.00 per year for one (1) pair of shoes.

Food service staff will be required to wear non-slip shoes.

Food service staff shall be provided with five (5) shirts every year. Employees who are issued shirts will be required to wear them while on duty. Shirts may not be altered or defaced.

- c. Maintenance, Operations, Grounds and Supply staff shall be provided seven (7) shirts every year, and five (5) T-shirts every summer. Employees who are issued shirts will be required to wear them while on duty. Shirts may not be altered or defaced.

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. Athletic shorts, sweatpants, sweat suits, leggings or yoga pants are not to be worn while on duty.
3. All employees will be required to wear District issued ID's at all times while on duty.

M. LICENSURES AND CERTIFICATIONS

1. The Board shall reimburse each employee for the cost of Commercial Driver's License or Chauffeur License renewal, provided same is required to perform his/her assigned function.
2. The Board shall reimburse each employee for the cost of licenses, training or certification for pesticide application, pool certifications and boiler operator licensure.

N. ASSAULT

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

O. PROPERTY DAMAGE

In case of the destruction of an employee's property by a student(s), while an employee is acting in the line of duty, and while the student(s) are under the school's jurisdiction, causing damage to an employee's clothing and/or glasses, cell phone, watches and or jewelry (maximum reimbursement for cell phone, watches, and/or jewelry is \$200) prosthetic devices (e.g. hearing aids), 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 within 60 days of the incident if the items are not covered by other insurance. Such damage shall be reported immediately to their immediate supervisor. The District will not reimburse for loss or damage to jewelry or other personal items not related to an individual's work assignment.

P. TUITION REIMBURSEMENT

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

1. Course Approval

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

2. Eligibility

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

9 semester hours or 12 term hours

The class must be taken the same year in which it is reimbursed. For a class that begins prior to September 1, and concludes after September,

the eligible reimbursement year is based on when the course is completed.

- b. Tuition will be reimbursed based upon the actual charge per semester or term hour at the undergraduate rate up to a maximum of Grand Rapids Community College, Western Michigan University, or Grand Valley State University, whichever is highest. The amount shall be prorated for part-time employees.
 - c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.
3. Reimbursement Procedures
- a. Upon completion of an approved course, the employee shall complete a GRPS Tuition Reimbursement form. The completed form along with a copy of the earned grade and proof of payment for the course shall be submitted to the Benefits Office for processing.
 - b. The Board shall process the claim according to its policies and procedures in effect for all other billings.
4. Workshops
- a. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate.
 - b. Reimbursement Procedure
 - 1) A course approval application form should be completed by the employee and submitted to the Benefits office at least ten (10) days prior to the workshop.
 - 2) Upon completion of an approved workshop, the employee shall complete a tuition reimbursement form along with a copy of his/her certificate of completion or participation and an itemized receipt. The workshop reimbursement request must be submitted to the Benefits office within 60 days of the payment of the workshop.

Q. AUTOMOBILE VANDALISM AND/OR THEFT

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

1. The employee is acting in the line of duty during his/her regular assignment when such loss occurs and the automobile is parked in a designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student (s).
2. The District will pay a maximum of \$500 per incident or the cost of the repair, whichever is less, per fiscal year pending confirmation of repair.
3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
4. The automobile was secured (windows closed, doors locked, trunk locked), except when the employee is transporting students.
5. The damage was properly reported to the employee's supervisor within 72 hours 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 principal or the immediate supervisor.
6. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area.
7. At least two (2) estimates from reputable local businesses shall be attached.
8. All reimbursement requests must be submitted within 60 days of payment for the damage.

R. RETIREMENT BENEFIT

Any employee who has reached the age and years of service requirement of the Michigan Public School Employees Retirement Act and has completed at least ten (10) years of service with the Grand Rapids Public Schools shall receive, upon retirement, payment for unused sick leave days (accumulated at the time of retirement) as outlined below:

1. 52-week GRESPA employee

- a. To qualify for the \$50.00 per day early notice of retirement payment of accumulated sick days, the employee must provide written notice to the district’s Human Resources Office no later than 90 calendar days prior to the expected retirement date. Official notification must be made to the District’s Human Resources Office on the official resignation/retirement form available on InfoHost.
- b. To qualify for the \$35.00 per day of accumulated sick days, the employee must provide written notice to the district’s Human Resources Office no later than 30 calendar days prior to the expected retirement date.
- c. There shall be no payment of accumulated sick days for notification that is less than 30 calendar days advance notice unless granted under VII. R.3.a

2. Less than 52-week GRESPA employee

- a. To qualify for the \$50.00 per day early notice of retirement payment, the employee must work through the end of your scheduled work year, this may vary by assignment. Official notification must be made to the District’s Human Resources Office on the resignation/retirement form available on InfoHost. Notification to Human Resources after your first scheduled work day of the contract year and up to the last District business day before spring break of each year the amount paid for each unused day shall be \$50.00.
- b. To qualify for the \$35.00 per day retirement payment, the employee must provide official notification to Human Resources after the last District business day before spring break, and up to the individual’s last scheduled work day (this may vary based on the individual’s assignment), the amount paid for each unused day shall be \$35.00.

3. General Guidelines

- a. Exceptions may be made in the case of extenuating circumstances. The decision regarding the validity of extenuating circumstances (for example, unforeseen illness,

disability of the employee or an immediate family member, as defined in the contract or death of a spouse) shall be made by the Association President and the Executive Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.

- b. The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.
- c. 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 (per guidelines in Article 7, R, 1) shall receive all unused accumulated leave days based on the daily retirement rate 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.
- d. Special Pay Plan The payment for accumulated leave days or vacation days, if applicable, will be placed in a Special Pay Plan 403(b) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from the authorized company a distribution in cash or self-direct the investment of his/her money.

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

For employees who are under age 55, and who, prior to their retirement notify payroll in writing that they will be withdrawing their funds in cash and have received the cash distribution form the Special Pay Plan 403(b) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.

S. FLU SHOTS/HEP B INOCULATIONS

1. The District will reimburse up to \$10 per year for the cost of the flu shot. The District may schedule times and locations for the inoculations.
2. Reimbursement will be processed after appropriate documentation is submitted to Human Resources. Reimbursement will only be processed within 60 days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business Office.

3. The series of Hepatitis B inoculations will be provided at no expense to the employee provided the employee completes the series. The District may deduct the cost of the inoculations from the employee's paycheck if the employee does not complete the series. The District will cover the cost of the Titer Test.

T. PAYROLL DEDUCTION FOR OTHER PROGRAMS

Payroll deductions will be available to employees for the following:

- Annuity Programs approved by the Board
- 457 – deferred income programs
- Insurance premiums (including but not limited to medical, life/survivor, and short-term disability)
- United Way
- Student Advancement Foundation
- MESSA and MEA Financial Services Programs
- Other programs mutually agreed to by the Board and the Association

The Board shall not be liable for any errors or losses in the administration of payroll deduction unless it is shown that the Board was negligent in the care and handling of the monies involved.

U. DIRECT DEPOSIT

All employees are required to participate in direct deposit of their payroll check to at least one financial institution of their choosing. The Board will allow direct deposit to an additional financial institution.

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ARTICLE 8 - VACATIONS AND HOLIDAYS

A. VACATIONS

1. General Conditions

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

2. Length of Vacation for Full-Time Employees

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

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

Chart for 52 Week Employees – corresponds with wording above:

- 6 months to 1 yearless than one year but more than six months; time will be prorated based on days and hours worked (maximum 9 days)
- 1 year through 6 years10 days
- 7 years through 14 years15 days
- 15 years through 22 years20 days
- 23 years and over23 days

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

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

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

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

- a. Each employee employed for less than one (1) year, but more than six (6) months, shall be granted a prorated amount based on the days and hours worked, the amount shall not exceed seven (7) days.
- b. Each employee having continuous employment of one (1) year or more but less than six (6) years shall be granted eight (8) days.
- c. Each employee having continuous employment of six (6) years or more but less than fourteen (14) years shall receive twelve (12) days.

- d. Each employee having continuous employment of fourteen (14) years or more but less than twenty-three (23) years shall receive sixteen (16) days.
- e. Each employee having continuous employment of twenty-three (23) years or more shall receive eighteen (18) days.

Chart for Non-52 Week Employees:

- 6 months to 1 year.....less than one year but more than six months, time will be prorated based on days and hours worked (maximum 7 days) as noted in 8A,3a
- 1 year through 5 years8 days
- 6 years through 13 years12 days
- 14 years through 22 years17 days
- 23 years and over20 days

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

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

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

6. Food Service Employees shall be able to use earned vacation time and personal business days over the Winter Break and Spring Break.

B. HOLIDAYS

1. General Conditions

Each employee is eligible for holiday pay provided:

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

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

- c. In the event an employee is unable to work the days before or after the holiday because of proven illness or injury, requirement (B)(1)(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, Martin Luther King, Jr. Day, Spring Holiday, Memorial Day. Holidays occurring during summer schedules will be paid at ten (10) hours if ten-hour day summer schedule is implemented by the superintendent.

3. Number of Days for 38 - 40 Week Employees

Each employee working the school year - 40 weeks per year shall be eligible to receive pay for the number of hours he/she would normally work per day for: Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, New Year's Day, Martin Luther King, Jr. Day, Spring Holiday and Memorial Day.

4. Whenever a designated holiday falls on a Saturday, it will be provided on the preceding Friday. Whenever a designated holiday falls on a Sunday, it will be provided on the following Monday. In event two holidays fall on Saturday and

Sunday (e.g., Christmas Eve and Christmas Day) then holidays will be provided on Friday and Monday.

5. 38-week employees will be authorized to use earned sick time to be paid for any weekday during spring break and winter break up to the amount of their regular scheduled hours per day. Employees will not be eligible to use sick or any other paid time for payment outside of the regular school year calendar.
- C. THE FOLLOWING EMPLOYEES SHALL NOT BE ENTITLED TO HOLIDAY PAY
1. Employees who are on Board approved leave of absence without pay.
 2. Employees on suspension. In the event that an investigation proves the employee's innocence, holiday pay will be reinstated.
 3. Employees who are laid off.
 4. The employee has not completed the last scheduled workday prior to the holiday or does commence work at the scheduled time on the next scheduled work day after the holiday. GRESPA agrees that there is no difference between this and B.1.b

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ARTICLE 9 - LEAVE OF ABSENCE

A. GENERAL RULES

1. Application

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

2. Grant or Denial

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

3. Benefits During Leave

No benefits or salary will be paid by the District during the leave unless required by law.

4. Duration

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

5. Notification of Return

Employee shall return to work upon expiration of their leave. An employee must notify Human Resources, in writing, either that he/she will return to work

or request an extension. The notice or request must be received by Human Resources no later than thirty (30) calendar days before the expiration of the leave. If an employee fails to return to work, give timely notice or to timely request an extension it shall be conclusively presumed a resignation from employment.

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

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

6. Return

- a. Bargaining unit members will be returned to their prior positions (before the leave), if their leave does not exceed twelve (12) weeks in duration. At the conclusion of a period or periods of absence exceeding twelve (12) weeks in length, the District shall attempt to return an employee to the same or comparable position, if one exists, or any other position mutually agreed to by the employee and the District, except as otherwise provided in this Agreement.
- b. Upon Return from Leave
 1. The employee's rights to benefits under this Agreement will be reinstated. It is the employee's responsibility to contact the Benefits Office to complete the re-enrollment process.
 2. If the employee worked fifty percent (50%) or more of the scheduled work year in the school year in which the leave commenced, one step on the salary schedule shall be credited if steps were approved and granted by the Board. Otherwise the employee shall be placed on the same salary step as at the commencement of the leave.

B. LEAVE OF ABSENCES

A leave of absence may be granted for the following reasons:

1. Family Medical Leave
2. ADA (Americans with Disabilities Act) Leave
3. Personal Illness
4. Childcare Leave
5. Bereavement Leave

- 6. Civil Duty Leave
- 7. Educational Leave
- 8. Personal Business Leave
- 9. Leave for Other Purposes
- 10. Military Leave

1. Family Medical Leave

a) The Board shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the Board shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:

- 1. The serious health condition of the employee; or
- 2. The serious health condition of the employee's spouse, parent, or child; or
- 3. The placement of a child for adoption or foster care; or
- 4. The birth of employee's son or daughter and care of the infant Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child; or
- 5. Qualifying exigency leave: eligible employees, who are the spouse, son, daughter or parent of a military member may take up to 12 weeks of FMLA Leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces; or
- 6. Military caregiver leave: eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the

families of members of both the active duty and reserve components of the armed forces.

b) Whenever practical, the employee will provide the Board at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave. All requests for medical leave must be submitted to The Standard. Information will be found on InfoHost.

c) The Board requires that FMLA leave be supported by certification from the employees or family member's health care provider. The employee shall have 15 days to obtain and return the medical certification. Reasonable extensions of time shall be granted upon request. Failure to comply with this provision will result in a denial of FMLA leave and the employee shall also not be eligible for personal illness leave pursuant to (Article 8, Section 3).

d) If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA.

e) The employee must use all accrued paid leave days before he/she may go on unpaid status.

f) The employee shall have the right to take the leave on a reduced or intermittent schedule when certified as medically necessary. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the Board to:

1. take leave for periods of a particular duration; or
2. temporarily transfer to another position offered by the Board for which the employee is qualified.

g) FMLA leave shall run concurrently with other applicable leaves of absence, if any.

h) The Board shall maintain District paid medical, dental, vision benefits during periods of leave covered by the FMLA. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213(a)(2), will be subject to discharge and will be expected to reimburse the District for the medical, dental and vision premiums for any period of time the employee is deemed ineligible for employer sponsored benefits. Such reimbursement shall be deducted from any remaining monies then owed the employee.

i) Seniority shall continue to accrue during the FMLA leave.

j) Upon return from leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

k) In the event the FMLA is modified through legislation, rules, regulations, or court decision, the Parties agree to negotiate concerning the effects, upon request of either Party.

2. ADA (Americans with Disabilities Act) Leave

a) Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing her/his job duties because of a disability, unless the leave is determined to impose an undue hardship or safety or a health risk, in accordance with the Americans with Disabilities Act (ADA).

b) A disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of that person.

c) Employee requests for disability leave shall be submitted in writing and the disability and recovery period shall be defined and certified by a licensed health care provider, subject to a second opinion at the Employer's expense.

d) Disability leave shall not exceed one year (12 months), unless specifically authorized by the superintendent or designee. An employee who fails to return from disability leave shall be subject to discharge.

e) The employee must use all accrued paid leave days before he/she may go on unpaid status.

3. Personal Illness Leave

a) An employee may request personal illness leave under the following conditions:

1. The employee has a serious health condition, as defined by the FMLA, but does not meet the eligibility requirements for FMLA.
2. An employee's family member has a serious health condition as defined by the FMLA, but the employee does not meet the eligibility requirements for FMLA.
3. The employee does not have a serious health condition as defined by FMLA but has an illness or condition that requires him/her to be absent from work for more than 3 days.

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

4. Child Care Leave

- a) Child care leave shall be granted for the purpose of bonding with the employee's natural newborn, adopted, or foster child for employees who have either exhausted their FMLA leave or who are ineligible for FMLA.
- b) During a child care leave, an employee must exhaust all sick and personal leave and accrued compensatory time, before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of the month.
- c) Child care leave may extend up to one (1) year (12 months), including time covered by the FMLA, during the first year after the child's birth or placement.
- d) Unless otherwise agreed, employee will be returned to the position occupied prior to the beginning of the leave provided the actual duration of the leave does not exceed twelve (12) months, the position has not been eliminated and the employee made the request in writing at the time the leave began. If the position no longer exists or if the employee and Superintendent agree to a position equivalent in pay, benefits, hours and other terms and conditions of employment if one exists.

5. Bereavement Leave

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

6. Civil Duty Leave

a) Jury Duty

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

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

b) Court Appearances District Related

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

2. If the employee is subpoenaed to appear for a student related matter, they must contact Human Resources upon receipt of the subpoena. Human Resource staff will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of laws and regulations occur.

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

c) Court Appearances Not Related to Work

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

d) Public Office

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

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

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

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

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

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

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

8. Employee Personal /Business Leave

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

b) The application shall be made on the short-term absence request form provided by the Board and processed according to administrative rules.

- c) The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
- d) This leave shall not be utilized for vacation, recreational and/or hunting and fishing purposes.
- e) This leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).
- f) Unused days will accumulate as accumulated sick days.
- g) Employees may sell back 1 unused personal business day at the rate of \$65.00 for full time employees. The amount shall be pro-rated for part-time employees.

9. Other Leaves

a) Association Leave

Time will be given for members to conduct Association business with representatives of the district's management staff or events of mutual concern. The district shall grant 100 hours per year of paid time to conduct Association business. Additional hours may be provided. In such cases the Association shall reimburse the district at the employee's hourly rate. Association will also reimburse the district for the district's portion of employee's retirement costs, pursuant to MCL 38.1371. Association Leave Days are approved by Human Resources. Human Resources will not approve an Association Leave without the authorization of the Association President or designee.

b) Religious Holiday Leave

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

c) Career Exploration Leave

- i. Internal Career Exploration Leaves: Upon application, the district shall grant a leave of absence for up to one (1) calendar year to any employee for the purpose of career exploration within the Grand Rapids Public Schools System.
- ii. External Career Exploration Leaves: Upon application, the district will consider granting a leave of absence for up to one (1) calendar year to an employee for the purpose of career exploration pursuant to the following conditions:
 - The external position is not the same or equivalent to a current Association or bargaining unit position.

- The employee's employment record over the last four years has been satisfactory.
 - The supervisor recommends the career exploration.
- iii. During the career exploration leaves (internal or external), benefits will not accrue including years of service.
- iv. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit if an employee returns to the bargaining unit position, his/her former seniority shall be reinstated.
- v. If a career exploration leave is granted, the following conditions apply to the employee upon exploration of the leave:
- The employee must notify Human Resources within 30 days of the end of the leave of his/her intent to return to the bargaining unit position
 - The employee must successfully bid into an open/available bargaining unit position – a position will not be held for the employee.
 - If the employee does not successfully bid into an Association or bargaining unit position within six (6) months of his/her scheduled return date, he/she will be considered to have resigned.

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

- a) After submitting a written request and upon approval of the Superintendent, any non-probationary employee may be granted a leave without pay for serving in the Peace Corps, Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.
- b) Non FMLA military leave for the employee, military qualifying exigency leave, or military care giver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.
- c) Return

Employees who are returning from military leave must give notice of intent to return to work according to the following guidelines:

- a) For service less than 31 days, the employee must return to work 5 working days after release from service.

- b) For service of more than 30 days but less than 181 days, the employee must provide notice of intent to return within 14 days of release from service.
- c) For service of more than 180 days, the employee must provide notice of intent to return within 90 days of release from service.

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

C. SHORT TERM LEAVE

- a) The leave is requested five (5) working days in advance of the beginning of such leave except in situations where the employee is prevented from doing so by conditions beyond his/her control.
- b) The leave may not exceed ten (10) consecutive working days.
- c) The leave, except in emergency situations, shall not fall during the first two (2) weeks of school nor the last two (2) weeks of school.
 - a. The day(s) will be granted on a “first-requested, first-granted” basis.
 - b. No employee may have more than (10) working days of short-term leaves in any school year.
 - c. Benefits shall continue during such leave.
- d) No employee may have more than one (1) short term leave in any school year.
- e) A short-term leave will not, due to the absence of the employee, cause any evaluation timeline to expire. Any evaluation timeline that falls during a short-term leave will be extended for a number of workdays equal to the length of the short-term leave, beginning the day the employee returns from leave.

D. ACCUMULATION OF LEAVE DAYS

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

Thereafter, employees shall earn and be granted leave time at the rate of one

- (1) day per month of active employment (not to exceed twelve (12) days per year for 52-week employees or ten (10) days per year for school year employees. The number of hours granted should be the same as the number of hours worked during a normal workday.
- b) Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees qualified for workers' compensation will also be considered as active employees for up to twelve months. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered as active employees.
 - c) Unused leave time shall be cumulative and shall be credited to the employee's leave time bank. Accumulation of unused leave time is unlimited.
 - d) Accumulated sick leave time shall terminate upon severance or suspension of employment. Employees on unpaid leaves of absence shall not accumulate sick leave benefits. Employees returning from such leave and/or reinstated following any suspension shall be credited with previously earned accumulated benefits.
5. Pursuant to the Family and Medical Leave Act, or after five (5) consecutive days of absence, or if the district has reason to suspect abuse of attendance, an employee may be required to provide medical verification for the current absence.
 6. If an employee is returning from a personal illness or injury and the employer has reason to believe the employee is not yet medically fit to return, the employer may request written medical verification that the employee is fit to return. The Board may, at its expense, send the employee to a Board identified physician for a second opinion.
 7. An employee shall personally notify, if possible, his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day. Employees shall give such notification prior to their starting time in accordance with building/program/ department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
 8. Use of leave for purposes other than as stated in the article shall be cause for disciplinary action up to and including discharge.
 9. In case of a reasonable suspicion of abuse, the district will notify the employee in writing of the basis for the suspicion and notify the employee that the employee will be required to provide written medical verification of future

accumulated leave use for a period of time not to exceed six (6) months of active employment. The district will use progressive discipline. It may use previous discipline to render more severe discipline up to and including termination.

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ARTICLE 10 - 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 Resources and published for the bargaining unit annually.
2. Seniority shall be lost and employment terminated if:
 - a. the employee quits, retires or is discharged:
 - b. the employee is laid off for more than 36 months or length of service (seniority) whichever is less.
 - c. the employee fails to return to work upon expiration of leave (unless an extension has been granted).
 - d. the employee is absent three consecutive workdays without providing notice to the Board unless good reason exists for the failure to notify.
3. If an employee transfers to a position outside the collective bargaining unit, unless employee returns to such unit, then his/her former seniority shall be reinstated.

Seniority shall not accrue during the period of time the employee served outside of the bargaining unit. After the third year, the employee shall lose one year of Association seniority for each one year out of the bargaining unit.

C. LAYOFF AND RECALL PROCEDURE

Layoff

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

Recall

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

b. is disabled from working, in which case (s) he is required to provide satisfactory medical evidence of such disability to Human Resources before the end of five (5) days. It is the employee's responsibility to keep the Board apprised of the disability status and to provide advance notification of a return-to-work date; or

c. Is employed elsewhere, in this case, Human Resources shall have the discretion to grant an extension of the date to return to work so that the employee may comply with any notification requirements of the other employer. If the employee does not return to work on the original report date specified (or the extended date, if so granted) she/he shall be presumed to have voluntarily quit.

4. A laid off employee who is recalled to a position which is lower in pay, hours, and/or benefits shall have the right to accept or refuse the position without adversely impacting the employee's recall rights.

D. DISCIPLINARY ACTION

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

E. RESPONSE TO DISCIPLINE

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

ARTICLE 11 - HOURS OF WORK

A. WORK SCHEDULES

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

1. First shift assignment start times will be as follows:

Operations – to be posted as follows:

- Two (2) weeks prior to summer break
- Two (2) weeks before classes begin
- Two (2) weeks before winter break
- Two (2) weeks before spring break
- After each break, start times will revert to the previous schedule Supply - 7:30 am

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

Grounds (times vary based on weather conditions)

Food Service (times vary based on building schedules)

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

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

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

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

B. NORMAL WORK WEEK AND ASSIGNMENT

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

C. REST PERIODS

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

D. CLEANUP

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

E. TIME AWAY FROM THE JOB

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

F. EXTENDED WORK YEAR FOR FOOD SERVICE EMPLOYEES

1. When a school year employee continues to be employed during the summer in his/her regular position, the wage and benefits (including leave time accrual and summer holidays for 52-week employees) for the position in which he/she is engaged shall be in force pro-rated to the time worked.
2. Summer positions will be posted to all employees by May 1 of each year or as soon as the positions are approved. When a school year employee desires summer employment in a position other than his/her regular position, in work that is normally performed within the departments subject to this Agreement, he/she shall submit, his/her request to Human Resources under the normal posting practice. Such requests shall be granted in the following order:
 - a. Department representative - one for each division;

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

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

Each employee awarded a summer position shall be paid at their regular school year step if the employee is assigned to the same job.

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

G. DISTRICT CLOSED DAYS

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

2022-2023 Schedule
November 23, 2022
2023-2024 Schedule
November 22, 2023
2024-2025 Schedule
November 27, 2024

H. SCHOOL CLOSING DAYS DUE TO EMERGENCY/INCLEMENT WEATHER

- 1. In the event of a school or district closing (caused by inclement weather) all maintenance, operations, grounds, custodial and supply employees shall report and will receive their normal pay.
- 2. In the event of a school or district closing (caused by other emergencies) all employees assigned to District Emergency Response Teams (DERT) in each Department shall report to work and receive their normal pay plus \$8 per day hazard pay, unless instructed not to report before leaving for work.
- 3. Employees who are not instructed to report shall have the option to use sick time, vacation, compensatory time, personal business day, receive a full day’s pay, or they may request the day without pay.

4. In the event that the district is closed after Food Service employees report to their assignments, employee will be paid for two (2) hours pay and may use other pay for the remainder of the day.

I. FOOD SERVICE MAKE-UP DAYS

As determined by Department.

J. SUMMER SCHEDULES

If the superintendent offers a modified summer schedule for 47 to 52 week bargaining unit employees, these employees will work four ten-hour days. Any other schedule will require letter of agreement to be approved by the parties.

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ARTICLE 12 - VACANCIES AND PROMOTIONS

A. JOB VACANCIES

1. Posting of Vacancies

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

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

2. Award of the Vacancy

Qualifications for vacancies are defined as follows: The employee has the necessary qualifications and the present ability to perform the essential functions of the position in an effective and efficient manner as stated in the job description.

The district shall award job vacancies on the following basis:

- a. The district will first award the position to a qualified employee within the department. If more than one employee in the particular department has applied for the position, and has the necessary qualifications and present ability, the district will then review the previous 12 months attendance records and previous three (3) years of discipline records of these employees as a determining factor in the selection process. If these criteria are equal, then the employee with the greatest departmental seniority shall be granted the position.
- b. If no employee within the department has applied for the particular job classification and sector, then the district will award the job to another employee within the GRESPA unit, who has applied for the classification and sector provided the employee is qualified.

- c. By mutual written agreement between the District and GRESPA, an employee may be required to transfer from a dissatisfactory situation into a vacant position in the department in another sector/classification, which has no outstanding internal transfer request from another employee with the department.

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

The district may offer non-GRESPA employees the opportunity to work in custodial positions when the positions are not covered by a current GRESPA employee.

B. AWARDED POSITIONS

1. When a permanent vacancy occurs in the positions covered by this Agreement, which the District wishes to fill, employees will be allowed to bid on these positions in the same manner as provided in section A. The District may temporarily assign an employee to perform a permanent new job or vacancy until the position has been awarded under this section or otherwise filled by the District. Employees who receive an award of a job under this section are ineligible to bid on or receive advancement or transfer within the same school year.

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

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

C. JOB SHARE

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

1. Both employees shall be qualified for the position.
2. The employees will both assume the classification of the position.
3. The employees must agree to accept full-time employment in the event the other employee in the shared position terminates employment.
4. A leave of absence without pay shall not be available to one (1) employee unless: (a) the other employee agrees to assume the position full-time, or (b) an acceptable alternative is available, (c) the employee is disabled, or (d) eligible for FMLA.
5. In the event of a layoff, the employee not laid-off has the option of (a) or (b) above.
6. Both employees agree to participate fully in required functions of the position such as evening work or other duties as assigned by the Administrator.
7. Both employees will be allowed insurance coverage pursuant to Article 7, Section B.
8. Both employees will sign a Job Share Agreement with a beginning and ending date that will be retained in Human Resources and shall be considered for renewal upon the recommendation of the immediate supervisor of the employees.
9. In the event that a job-sharing situation is deemed unworkable by the immediate supervisors, the employee who originally held the position when the job sharing began will be offered the position full-time. If, however, the original employee does not accept the full-time position, it will be offered to the other job-sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 12, Section 1.

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ARTICLE 13 - MISCELLANEOUS

A. AGREEMENT COPIES

The Board will post this agreement on the district's intranet, InfoHost and on the district website www.grps.org.

B. SPECIAL TRIPS - SUPPLY DEPARTMENTS and FOOD SERVICE.

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

C. INFORMATION

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

D. EVALUATION

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

E. LUNCH ON HALF DAYS – FOR ELEMENTARY ONLY

Lunch will be served on all District half-days.

F. ATTENDANCE

Regular, predictable and on-time attendance is an essential function of employee's jobs. However, nothing in this provision shall in any way prevent or deny an employee the right

to make a valid claim or request for appropriate accommodations under the Americans with Disabilities Act (ADA) or any other applicable state or federal law. This provision also does not prevent an employee from exercising his or her rights to take appropriate leaves of absence specified in Article 9.

G. EMERGENCY MANAGER

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

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ARTICLE 14 - STRIKES AND PENALTIES

A. NO STRIKE

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

B. EMPLOYEE PENALTY

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

C. ASSOCIATION PENALTY

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

D. LOCK-OUTS

The Board agrees that it will not lockout employees.

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ARTICLE 15 - DURATION

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement is entered into this 19th day of September 2022, by the parties.

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

THE BOARD OF EDUCATION OF
THE GRAND RAPIDS PUBLIC SCHOOLS

GRAND RAPIDS EDUCATIONAL
SUPPORT PROFESSIONALS’ ASSOCIATION

by _____
Its President

by _____
Its President

by _____
Its Chief Negotiator

by _____
Its MEA UniServ Director

APPENDIX A - WAGE SCHEDULES

	<u>OPERATIONS</u>			
Schedule		Index Key Value	Step	Amount
H011	CUSTODIAN/GROUNDS LABORER	BA/H011/01/01	\$16.50	Hourly
H011		BA/H011/01/02	\$17.00	Hourly
H011		BA/H011/01/03	\$17.50	Hourly
H011		BA/H011/01/04	\$18.00	Hourly
H011		BA/H011/01/05	\$18.40	Hourly
H011	HEAD CUSTODIAN	BA/H011/01/06	\$18.90	Hourly
H011		BA/H011/01/07	\$19.25	Hourly
H011		BA/H011/01/08	\$19.50	Hourly
H011		BA/H011/01/09	\$20.30	Hourly
H011		BA/H011/01/10	\$20.50	Hourly
H011		BA/H011/01/11	\$21.25	Hourly
H011		BA/H011/01/12	\$21.45	Hourly
	GROUNDS MAINTENANCE/OPERATIONS SPECIALIST			
H011		BA/H011/01/13	\$23.00	Hourly
H011		BA/H011/01/14	\$23.60	Hourly
H011		BA/H011/01/15	\$24.20	Hourly
H011		BA/H011/01/16	\$24.70	Hourly
H011		BA/H011/01/17	\$25.00	Hourly
H011		BA/H011/01/18	\$25.50	Hourly
	<u>TRADES (H023, H020, H021)</u>			
H012		BA/H012/01/01	\$21.00	Hourly
H012		BA/H012/01/02	\$21.40	Hourly
H012		BA/H012/01/03	\$21.75	Hourly
H012		BA/H012/01/04	\$22.20	Hourly
H012	UNLICENSED TRADES (H015, H016, H018)	BA/H012/01/05	\$22.50	Hourly
H012		BA/H012/01/06	\$22.90	Hourly
H012		BA/H012/01/07	\$23.40	Hourly
H012		BA/H012/01/08	\$23.80	Hourly
H012	<u>LICENSED TRADES (H019)</u>	BA/H012/01/09	\$24.25	Hourly
H012		BA/H012/01/10	\$24.70	Hourly
H012		BA/H012/01/11	\$25.20	Hourly
H012		BA/H012/01/12	\$25.50	Hourly
H012		BA/H012/01/13	\$26.25	Hourly
H012		BA/H012/01/14	\$26.65	Hourly
H012		BA/H012/01/15	\$27.10	Hourly
H012		BA/H012/01/16	\$27.50	Hourly
H012		BA/H012/01/17	\$28.00	Hourly
H012		BA/H012/01/18	\$28.50	Hourly

APPENDIX A – WAGE SCHEDULES

	<u>MASTER (H118, H024, H025)</u>			
H013		BA/H105/01/01	\$29.60	Hourly
H013		BA/H105/01/02	\$30.20	Hourly
H013		BA/H105/01/03	\$30.80	Hourly
H013		BA/H105/01/04	\$31.40	Hourly
H013		BA/H105/01/05	\$32.00	Hourly
H013		BA/H105/01/06	\$32.60	Hourly
H013		BA/H105/01/07	\$33.20	Hourly
H013		BA/H105/01/08	\$33.80	Hourly
H013		BA/H105/01/09	\$34.40	Hourly
H013		BA/H105/01/10	\$35.00	Hourly
H013		BA/H105/01/11	\$35.60	Hourly
H013		BA/H105/01/12	\$36.20	Hourly
	<u>SUPPLY</u>			
H105		BA/H105/01/01	\$19.50	Hourly
H105		BA/H105/01/02	\$19.90	Hourly
H105		BA/H105/01/03	\$20.50	Hourly
H105		BA/H105/01/04	\$20.80	Hourly
H105		BA/H105/01/05	\$21.30	Hourly
H105		BA/H105/01/06	\$21.75	Hourly
H105		BA/H105/01/07	\$22.25	Hourly
H105		BA/H105/01/08	\$22.75	Hourly
H105		BA/H105/01/09	\$23.25	Hourly
H105		BA/H105/01/10	\$23.80	Hourly
	<u>FOOD SERVICE</u>			
H202	PRODUCTION & UTILITY/ASSISTANT COOK	BA/H202/01/01	\$16.10	Hourly
H202	SATELLITE PRODUCTION & UTILITY/COOK	BA/H202/01/02	\$16.50	Hourly
H202	MANAGERS	BA/H202/01/03	\$17.50	Hourly
H202		BA/H202/01/04	\$18.00	Hourly
H202		BA/H202/01/05	\$18.50	Hourly
H202	DRIVERS	BA/H202/01/06	\$19.00	Hourly
H202		BA/H202/01/07	\$19.40	Hourly
H202		BA/H202/01/08	\$19.70	Hourly
H202	DRIVER/WAREHOUSE	BA/H202/01/09	\$20.10	Hourly
H202		BA/H202/01/10	\$20.60	Hourly
H202		BA/H202/01/11	\$20.95	Hourly
H202		BA/H202/01/12	\$22.50	Hourly
H202		BA/H202/01/13	\$23.00	Hourly
H202		BA/H202/01/14	\$23.45	Hourly
H202		BA/H202/01/15	\$24.00	Hourly
H202		BA/H202/01/16	\$24.85	Hourly

APPENDIX B - FOOD SERVICE DISPLACEMENT

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

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

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

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

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

The following process will be used for displaced members.

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

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

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

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

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

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

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

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

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

Manager H203 can bump other H203, H205 or H215.

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

Production & Utility H205 can bump other H205 or H215.

Ala Carte H204 can bump other H205 or H215.

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

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

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APPENDIX C - OPERATIONS SECTOR LISTING

Southwest Sector

Cesar Chavez
Southwest Community Campus
Southwest Middle/High
Roosevelt
GR University Prep Academy (GRUPA)
GR Museum High School
Buchanan
Burton Elementary
Burton Middle
Southeast Career Pathways (SECP)

Northeast Sector

City Middle/High
Aberdeen
East Leonard
Kent Hills
North Park Montessori
Palmer
Riverside
Innovation Central
Wellerwood
Coit
Fountain
Congress
GRPS University
Beckwith

Northwest Sector

Union High
Blandford
C.A. Frost
C.A. Frost Middle/High
Harrison Park
Shawmut Hills
Sibley
Stocking
Westwood
Service Building

Southeast Sector

Ottawa Hills High
Alger
Brookside
Dickinson
Central Office
Campus Elementary
Library Building
4H Building
Ken O Sha Elementary
Mulick Park
Sherwood Park
Ridgemoor
Sigsbee
MLK Academy
GR Ford Academy

APPENDIX D - MEA GROUPS DRUG & ALCOHOL AGREEMENT

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

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

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

2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this Agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.

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

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

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

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."

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.

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

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

a. First Incident.

- 1) If two trained administrators, using the “Observed Behavior-Reasonable Cause Record” (which is attached to this Agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.
- 2) Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.
- 3) The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.

- 4) The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee's option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Human Resources will review the investigative file to ensure that the procedures described herein were substantially followed.
- 5) If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.
 - b. Subsequent Incident(s). If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the "Observed Behavior-Reasonable Cause Record" determine that there is reasonable suspicion the employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in his/her body, the Board shall direct the employee to submit to a test. The observation must be made by two trained administrators based on the "Observed Behavior-Reasonable Cause Record" which is attached to this Agreement. Before the Board directs the employee to submit to a test, the Board will advise the employee of his/her right to Association representation. The unavailability of a particular Association representative will not delay the testing process. In unusual circumstances (such as late night) a telephone contact with an Association representative will suffice. Upon being so directed, the employee must immediately cooperate and submit to the test. The individuals who make the determination of reasonable suspicion shall not conduct the test. The Board will transport the employee to the test site. At the time of the observation, or just after the observation, the trained administrators will each describe in writing the observations that led to the reasonable suspicion. However, not later than within one scheduled business day after the observation, the trained administrators will submit to Human Resources the "Observed Behavior-Reasonable Cause Record" and any other pertinent information concerning the basis for the reasonable suspicion.
 - c. Refusal to test. Any employee who is directed to submit to a test and who refuses shall be subject to discipline, up to and including discharge. Refusal to test shall

include (but is not limited to): refusing to provide a useful specimen; knowingly contaminating or attempting to dilute the specimen; or failing to cooperate in the timely completion of the test.

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

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**APPENDIX E - ASSOCIATION RESPONSE TO EMERGENCY FINANCIAL MANAGER
PROVISION**

The clause contained in Article 13 G. is included in this agreement because it is legally required by state law. The Association did not agree to this provision. By signing this Agreement, the union does not agree or acknowledge that this provision is binding either on the union or on the employer. The union reserves all rights to assert that this clause is unenforceable.

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NOTICE OF RIGHTS

To: _____

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

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

YOUR RIGHTS:

- You have a right to representation from your (if applicable). You may request this at any time.
- Because this is your first incident, you are not required to submit to drug and alcohol testing.
- *IF THERE IS A SECOND INCIDENT, YOU WILL BE REQUIRED TO SUBMIT TO DRUG AND ALCOHOL TESTING AS PER THE ATTACHED AGREEMENT.*
- If there is another incident, and your drug and/or alcohol tests are positive, this information will be used by the Board in making a decision about your employment status.
- You have a right to submit medical evidence that demonstrates that you have a medical condition (or are taking a lawful prescription) that may have caused the appearance of drug or alcohol use. This information will be maintained in a confidential medical file.
- You have a right to voluntarily submit to a drug or alcohol test at this time. However, if the test results are positive, you may be facing adverse disciplinary consequences, up to and including discharge.
- Because there is a question about your ability to perform your job, the Board will assist you in obtaining transportation. The remainder of the day will be charged to your sick leave.
- We strongly encourage you to seek medical attention or rehabilitation assistance.
- You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board nor the union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will be considered insubordination, and

you may face discipline up to and including discharge.

- You are required to sign this form; your signature means only that you have received this notice.

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

Employee

Date

Witness

Date

CC: Human Resources

This must be provided to Human Resources within one business day.

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