

**AGREEMENT**

between the

**BOARD OF EDUCATION**

of the

**GRAND RAPIDS PUBLIC SCHOOLS**

and the

**POLICE OFFICERS LABOR COUNCIL**

**2004 – 2006**

**OFFICIAL COPY**

## TABLE OF CONTENTS

Preamble.....	Page 1
Article 1.	
Recognition.....	Page 1
A.    Employees included.....	Page 1
B.    Employees excluded.....	Page 1
Article 2.	
Union Security.....	Page 1
A.    Payment of Dues, Fees, Assessments.....	Page 1
B.    Remit to Union.....	Page 2
C.    Mandatory Deductions.....	Page 2
D.    New Employees.....	Page 2
Article 3.	
Employee and Union Rights.....	Page 3
A.    Right to Organize.....	Page 3
B.    Negotiating Committee.....	Page 3
C.    Union Activities.....	Page 3
D.    Contrary to Law.....	Page 3
E.    Other Organizations.....	Page 3
Article 4	Board Rights..... Page 3
Article 5	Grievance Procedure..... Page 4
A.    Definitions.....	Page 4
Article 6	Position Assignment..... Page 6
Article 7	Seniority..... Page 7
Article 8	Protection..... Page 9
Article 9	Vacation policy and Holiday..... Page 11
Article 10	Illness and/or Bereavement Leave Policy..... Page 12
A.    Rate of Sick Leave Days.....	Page 12
B.    Accumulation of Sick Leave Days.....	Page 13
C.    Use of Sick Leave Days.....	Page 13

	D. Retirement Payment.....	Page 14
Article 11.	Miscellaneous Benefits.....	Page 14
	A. Conference and Convention Expense.....	Page 14
	B. Hospital/Medical Insurance .....	Page 15
	C. Life Insurance .....	Page 16
	D. Dental/Vision Reimbursement Program .....	Page 16
	E. Long Term Disability Program.....	Page 18
	F. Annuity Program.....	Page 18
	G. Parking .....	Page 18
	H. Flu Shot .....	Page 18
	I. Tuition Reimbursement.....	Page 18
	J. Flexible Benefits Plan.....	Page 19
	K. Car Allowance and Mileage .....	Page 19
	L. Professional Membership Reimbursement .....	Page 20
	M. Workshop/Special Training Courses.....	Page 20
	N. Dress Uniforms .....	Page 20
	O. Property Damage.....	Page 20
	P. Physical assault or Injury Inflicted by a Student.....	Page 20
Article 12.	Compensation.....	Page 21
	A. Salary Schedule ..(Pg. 25) .....	Appendix A
	B. Pay Period .....	Page 22
	C. Overtime Pay .....	Page 22
	D. Beyond the Work Year .....	Page 23
	E. Longevity Payment.....	Page 23
Article 13	Miscellaneous.....	Page 23
Article 14	Strikes and Penalties.....	Page 24
Article 15	Duration.....	Page 24
	Appendix B – Drug & Alcohol Agreement .....	Page 26

## PREAMBLE

The District and Union recognize their mutual obligations pursuant to ACT 379 of the Public Acts of 1965 to bargain collectively with respect to hours, wages and terms and conditions of employment. 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 District and by the employees represented by the Union.

The collective bargaining agreement is entered into the 21<sup>st</sup> day of November 2003, by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of general powers hereinafter referred to as the "District", and the POLICE OFFICERS LABOR COUNCIL, an incorporated association hereinafter referred to as the "Union".

## ARTICLE 1 RECOGNITION

### A. EMPLOYEES INCLUDED

1. The District recognizes the Union as the sole and exclusive bargaining representative for all of the Union employees (hereinafter called "employee") represented in this Agreement with respect to any of the classifications of employees listed below and any other similar classifications as may be created by the District;
2. This agreement is negotiated, to establish the wages, hours and other conditions of employment in the bargaining unit for the following classifications:
  - a. Public Safety Sergeants
  - b. Public Safety Officers
  - c. Security Sergeants
  - d. Security Officers

### B. EMPLOYEES EXCLUDED:

Management and Support Employees, students of the Grand Rapids Public Schools System, and other represented and non-represented employees of the Grand Rapids Public Schools

## ARTICLE 2: UNION SECURITY

### A. Payment of Dues, Fees, Assessments

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

B. REMIT TO UNION

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

C. MANDATORY DEDUCTIONS

1. In the event an employee fails to pay the dues, fees, or assessments established by the Union (as authorized by this Agreement) either directly to the Union or through payroll deduction, the employer shall, at the request of the Union, deduct the service fee from the employee's wages and remit same to the Union.
2. The Union shall indemnify the District against any and all claims, demands, suits, or other forms of liability of whatsoever kind and nature that shall arise out of action taken by the District for the purposes of complying with the provision of the Agreement regarding mandatory payroll deductions.
3. Should the Union or its agent challenge the legality or enforceability of the indemnification provisions of this Article, the parties shall meet promptly to negotiate this Article.

D. NEW EMPLOYEES

1. Within thirty (30) days of employment, the District shall provide the Union Treasurer with the name of each employee assigned to any position represented by this Union.
2. The District's Personnel Services shall provide each new employee with (1) Union membership card; (2) dues deduction authorization card; and (3) the current Board-Union contract.
3. Dues, fees, and assessment deductions for new employees shall begin no later than the next regular payroll deduction date following ninety (90) days of employment.

ARTICLE 3  
EMPLOYEE AND UNION RIGHTS

A. RIGHT TO ORGANIZE

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

B. NEGOTIATING COMMITTEE

The District agrees to recognize and provide paid release time for a negotiating committee of no more than four (4) members unless changed by mutual agreement between the District and the Union. The Union shall furnish to the District a written list of the members of the negotiating committee. The negotiating committee shall represent the Union in meetings with the District for the purpose of collective bargaining in the administration of the Agreement.

C. UNION ACTIVITIES

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

D. CONTRARY TO LAW

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

E. OTHER ORGANIZATIONS

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

ARTICLE 4  
BOARD RIGHTS

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

1. Manage and control its business, its equipment and its operations and to direct the working forces and affairs of the school system;

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and schedule all the foregoing.

B. The Board, through its administrative staff, retains exclusively all the customary and normal functions of management including, but not limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the evaluation, discipline, promotion and termination of employees; and the establishment and revision of rules and regulations 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.

## ARTICLE 5 GRIEVANCE PROCEDURE

### A. DEFINITIONS

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

### B. PURPOSE

The purpose of the Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances. These proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. PROCEDURE

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

#### 1. Informal Level

An employee shall within five (5) working days of the occurrence of the grievable event or at the time at which the employee or the Union should reasonably have been expected to have had knowledge of the grievable event, orally discuss the matter with the Director of Public Safety, or designee, with the objective of resolving the matter informally. At the employee's option, a Union representative will be present at this meeting. If the aggrieved is not satisfied with the disposition and wishes to further pursue the matter, he/she shall file the grievance in writing.

2. Formal Level One

- a. If the grievance has not been resolved within five (5) working days of the informal level meeting or not later than ten (10) working days after the grievable event (or the time at which the employee or the Union should reasonably have expected to have had knowledge of the event), the grievance shall be filed in writing with the Director of Public Safety, or designee.
- b. Within five (5) working days of the filing date, the Director of Public Safety, or designee, will meet with the aggrieved and/or representative in an effort to resolve it. A written answer shall be given with five (5) working days after such meeting.
- c. This level may be waived by the mutual consent of the Executive Director of Labor Relations and the Union President or designee.

3. Formal Level Two

- a. If the aggrieved, after receipt of the written answer from Level One is not satisfied with the disposition of the grievance at Level One, a letter shall, within five (5) working days thereafter, be transmitted by the employee to the Executive Director of Labor Relations stating a desire to pursue the grievance to Level Two. At this level, the grievance or letter must be co-signed by the aggrieved and the Union.
- b. Within ten (10) working days of receipt of such grievance, the Executive Director of Labor Relations, or designee, will meet with the aggrieved and a Union representative to discuss the issues. A written answer shall be given to the aggrieved and the Union representative within twenty (20) working days after receipt of such grievance.
- c. Union grievance commencing at this level shall be filed within ten (10) working days of the grievable event or the time the Union should reasonably have been expected to have had knowledge of the event.

4. Formal Level Three

- a. If the written answer at Level Two is not satisfactory to the aggrieved, the grievance may be submitted to arbitration by written notice given by the Union within ten (10) working days after receipt of the Level Two written answer.

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



- b. "The power of the arbitrator shall be limited to the interpretation of application of this Agreement and he/she shall have no power to alter, add to or subtract from the terms of this Agreement as written. The following matter shall not be the basis of any arbitration: any claim or complaint for which there is another remedial procedure or forum established by law. This exclusion does not apply to grievances about an employee's contractual insurance benefits."
- c. The fees and expenses of the arbitrator shall be shared equally by the Board and the Union if part of the requested relief is obtained. Such fees and expenses shall be paid by the losing party if none of the relief requested by that party is obtained.

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

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

ARTICLE 6  
POSITION ASSIGNMENT

A. Current Public Safety/Security Staff Personnel

Each individual currently employed shall be given written notice of his/her assignment for the forthcoming year provided such employee has made known to the District his/her intent to return to work no later than August 15 of each year.

B. Vacancies

After the District determines that a replacement is necessary, known vacancies shall be filled no later than four (4) weeks prior to the beginning of the position assignment.

Summer work shall be at discretion of Director of Public Safety. Factors that the Director shall consider when selecting applicants shall include: attendance, work performance, disciplinary record, assignment location, job assignment, previous summer assignment, and seniority.

C. Position Posting

All positions which open within the Grand Rapids Public Safety Department will be posted and all current employees given ample notice by bulletin or mail. Each qualified candidate(s) currently employed with the Grand Rapids Public Safety/Security Department applying for the open position(s) will receive an interview. A notice will be sent within one (1) week of the interview informing the candidates(s) of the results.

ARTICLE 7

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## SENIORITY

### A. Probationary Period

All new employees in this bargaining unit shall be considered on probation for the first one hundred and fifty (150) work days by the employees during which time their employment may be terminated by the District at its sole discretion. After completion of probation their names shall be placed on the seniority list as of the date of entry into the bargaining unit. During the probationary period a new employee shall not be covered by the terms of this Article except as otherwise specifically provided herein.

The District and the Union by mutual agreement may extend the probationary period for any new employee.

### B. Definition and Applications

1. "Seniority" means continuous service as a member of the bargaining unit and shall be applied only as specifically set forth in this Agreement. After completion of probation as set forth in Paragraph A. above, seniority shall be calculated from the employee's first day of work in a position covered by this Agreement. In the event that more than one bargaining unit member has the same first day of work, the highest position on the seniority list shall be determined by the sum of the greatest numerical value of the last four digits of their social security number (e.g. 3217 = 13 vs. 2026 = 10). Once the seniority date is determined it shall be final.
2. The seniority lists shall be maintained by the District and published for the bargaining unit annually.
3. Seniority shall be lost and employment terminated if the employee:
  - a. quits, retires, or is discharged;
  - b. is absent for three (3) consecutive working days  
(1) without notifying the District, or  
(2) without an excuse acceptable for such absences even if the employee does notify;
  - c. is laid off for a continuous period of eighteen (18) months or the length of service (seniority) at time of layoff, whichever is less;
  - d. fails, upon notice by the District by certified letter to report for work, in accordance with the recall procedures found in Section E. of this Article.
  - e. gives false information in obtaining any leave of absence, overstays any leave of absence, or is absent in excess of five (5) working days without obtaining an approved leave of absence;
  - f. is absent from work because of illness or injury for a period of twenty-four (24) consecutive months.
4. If an employee transfers to a position outside of the bargaining unit, seniority in the bargaining unit is retained but such employee shall lose three (3) years of seniority for each one (1) year out of the bargaining unit. Seniority shall not accrue during the period of time the employee served outside of the bargaining unit.

### C. Staff Adjustments

1. Whenever it is necessary to reduce the number of employees at a building, probationary and part-time employees in such building will be transferred first. If the building or program remains overstaffed, junior employees (in classification(s) other than sergeants) in the affected building or assignment will be transferred according to lowest seniority first provided that the senior employees in such classification(s) in such buildings or assignments, at the time such transfer occurs, possess the skills and abilities to perform the remaining work. (Each high school, however, may have at a minimum one position for a person who has completed training for and possesses Michigan certification as a police officer.)
2. If there is no available position to which an employee who is adversely affected by an overstaffing situation (e.g. change in program or building requirements) may be transferred, such employee shall displace the most junior employee in the bargaining unit provided such senior employee has the skills, abilities, and certifications (if necessary) to perform the work.
3. If a sergeant's position is adversely affected by a change in building or program needs and if no transfer opportunities exist, such sergeant shall displace the most junior sergeant in the bargaining unit. If the sergeant does not have sufficient seniority to displace another sergeant, such sergeant shall displace the most junior employee in the bargaining unit provided such sergeant possesses greater seniority and has the skills, abilities, and certifications (if necessary) to perform the work.

D. Layoff Procedure

1. If a layoff occurs for any reason, probationary employees shall be laid off first. The District shall not be required to recall any probationary employee who was laid off.
2. If layoffs are required, the procedures outlined in Section C. above shall be followed.
3. The District shall give notice of lay off, in writing, five (5) days in advance of such layoff to any employee who is being laid off from the District.

E. Recall Procedure

1. Laid off employees shall be recalled in order of seniority where opening occurs.
2. Sergeants who have been laid off shall be recalled to their job classifications where the opening for sergeant occurs.
3. When employees laid off are to be recalled, the following notice procedure will be used:
  - (a) The employee will be called by telephone or regular mail and advised of the date on which he or she is to return to work.
  - (b) If the employee cannot be contacted as specified in (a), the District will send a Certified letter notifying the employee of his/her recall.

- (c) Any employee notified in accordance with (a) or (b) above who fails to report for work by the end of the proper shift on the fifth (5th) working day after the District's mailing of the notice thereof, shall be considered to have quit unless the employee presents an acceptable reason for his/her failure to return to work. If the date given in the recall notice is a date beyond the end of the five working days period

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specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

F. Correct Address

It is the employee's responsibility to maintain his/her correct address and telephone number on file with the District's Personnel Services Office.

G. Disciplinary Action

1. For each new employee, the first one hundred and fifty (150) working days of employment are a probationary period. During this period, the employee may be discharged by the Board at its sole discretion.
2. The Superintendent or designee may discipline or discharge any employee for:
  - a. failure to properly perform the duties of his/her assignment or position,
  - b. violation of Personnel Advisories and/or Board Policies,
  - c. violation of work rules and/or work attendance programs,
  - d. any misconduct constituting just cause leading up to and including discharge.
3. No non-probationary Union member shall be disciplined without just cause.

ARTICLE 8  
PROTECTION

A. Assault

If an individual, acting in the line of duty, is physically assaulted, the incident shall be immediately reported to the Superintendent or designee. The District shall provide legal counsel to the employee in connection with the handling of the incident by law enforcement and authorities.

B. Workers' Compensation

Whenever an employee receives worker's compensation benefits, the employee has the option to be paid the difference between such benefits, and the employee's regular salary or wage by the District 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 worker's compensation.

If an employee is qualified for worker's compensation as the result of an physical assault on the employee in the line of duty and when the employee is found not to have provoked the incident,

the time lost, if any, by the employee shall not be charged against the employee's accumulated leave day(s) and the employee shall continue to be paid by the District. When Worker's Compensation is paid, the District shall pay the difference between that sum and the employee's regular salary, not to exceed six (6) months following the physical assault. During such initial six (6) month period of disability due to a physical assault on the employee, said employee shall be entitled to full applicable privileges included in this Agreement.

During the next twelve (12) months an employee is qualified for worker's compensation, there shall not be an interruption in health/medical, dental, vision, and life insurance.

Following the eighteen (18) months of disability, seniority with 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 eighteen (18) month period, he/she may, at the employee's expense, continue health/medical, dental, and vision coverage for a period not to exceed the time allowed by the Federal Law known as COBRA.

Physical assault, for the purposes of this section, is an intentional infliction of physical harm against the person of the employee which disables the employee from performing the regular duties of his/her job classification with or without an accommodation.

C. 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 when such loss occurs and the automobile is parked in the designated area, as assigned by the Director of Public Safety or building administrator.
2. Such loss occurs during regular assignment and the employee was acting in the line of duty.
3. The District will pay a maximum of \$150.00 per incident or the cost of the repair, whichever is less, per fiscal year
4. The items damaged or stolen are attachments to or are regular accessories of the automobile.
5. The automobile was secured (windows closed, doors locked).
6. The damage was properly reported to the police and Director of Public Safety or building administrator immediately after the discovery of loss.
7. 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. At least two (2) estimates from reputable local businesses shall be attached. The claim forms can be obtained from the building principal or the immediate sergeant.

D. Complaint About a Public Safety/Security Staff Individual

Any legitimate complaint shall be promptly called to the individual's attention unless divulging such complaint would compromise an on-going investigation. Public Safety/Security staff individuals will receive a copy of any written complaint to be placed in the official personnel file.

E. Liability Insurance

The Board shall provide not less than \$100,000 liability insurance for each Public Safety/Security staff individual during the time he/she is employed (acting in the line of duty) by the Board.

ARTICLE 9  
VACATION POLICY AND HOLIDAYS

A. Vacation Days

Each Public Safety/Security staff individual shall be credited with ten (10) days at the beginning of the 2004-2005, and 2005-2006 work years. Such days may be used during the immediate eighteen months following the credit. Example: Days credited for the 2004-2005 work year must be used on or before December 31, 2005.

In the event an employee does not use all of the credited days by the deadline date, the unused days shall be credited to that employee's sick leave bank.

\*Pro-rated for each employee working less than a full work year.

B. Holidays

1. General Conditions

Each employee is eligible for holiday pay provided:

- a. 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 workday after the holiday. (The holiday pay will be paid only if the last and next scheduled workdays are within one week of the holiday; this includes the Fourth of July.)
- b. If the employee is unable to work the days before or after the holiday due to a proven illness or injury and such absence did not begin more than ten (10) calendar days prior to the holiday, requirement B.1.a. does not apply.

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The following employees shall not be entitled to holiday pay:

- a. Employees who are on an official leave of absence without pay.
- b. Employees on suspension. In the event that an investigation, or an award by an arbitration, proves the employee's innocence, holiday pay will be reinstated.
- c. Employees who are laid off.

Public Safety/Security staff individuals shall not be required to report for duty on the following holidays during 2004-2006

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Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day and

2004-2005  
December 23, 2004  
December 24, 2004  
December 30, 2004  
December 31, 2004  
March 25, 2005

2005-2006  
December 23, 2005  
December 26, 2005  
December 30, 2005  
January 2, 2006  
April 14, 2006

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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 the event two holidays fall on Saturday and Sunday (e.g. December 24th and December 25th) such holidays will be provided on Friday and Monday.

ARTICLE 10  
ILLNESS AND/OR BEREAVEMENT LEAVE POLICY

A. Rate (2004-2005 school year only)

During the 2004/2005 school year, Public Safety/Security staff individuals shall receive sick leave days at the rate indicated below on an assignment of

School Year plus 2 weeks = 10 days  
School Year plus 3-6 weeks = 11 days  
School Year plus 7-10 weeks = 12 days

Partial work year assignments shall be pro-rated to the above on the basis of full calendar month worked. Accumulated leave time will not be granted during the first one hundred and fifty (150) work days of active employment. At the completion of one hundred and fifty (150) work days of active employment, an employee will have six (6) days credited to his/her accumulated leave time. Thereafter, employees shall be granted accumulated leave time at the rate of one (1) day per month of employment. The number of hours granted shall be the same as the number of hours worked during a normal work day. (This section does not apply to persons hired before July 1, 2000).

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Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered active employees except for employees on approved Family and Medical Leave Act leaves.

<sup>\*</sup> The Fourth of July Paid Holiday only applies to 52-week employees.

B. Accumulation

On a one time basis only, all current active employees employed as of June 9, 2005 (including those on paid and unpaid leave) shall receive five (5) additional sick leave days (or a prorated amount for part-time employees) added to their individual sick leave accumulation as follows. Provided such employees return to work for the 2005/2006 school year, the five days will be added to the sick leave/accumulated leave bank on the 7/15/05 paycheck of the 52-week employee(s), and the five days will be added to the school year employees on the 9/09/05 paycheck.). Thereafter, such employee shall be granted accumulated leave time at the rate of one (1) day per month of employment. The number of hours granted shall be the same as the number of hours worked during a normal work day.

A new employee (hired after July 1, 2005), will not be granted accumulated leave time during the first one hundred and fifty (150) work days of active employment with the District. At the completion of one hundred and fifty (150) work days of active employment, the new employee will have six (6) leave days credited to his/her accumulated leave time. Thereafter, such employee shall be granted accumulated leave time at the rate of one (1) day per month of employment. The number of hours granted shall be the same as the number of hours worked during a normal work day.

1. Active employment is defined as reporting to work and performing the tasks for which the employees are employed. Employees on unpaid leaves of absence for longer than ten (10) days shall not be considered active employees.
2. Unused sick leave days shall be cumulative from year to year for each individual. The total amount of each individual's accumulation is unlimited.
3. 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.

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C. Use

Leave days, which shall be deducted from the individual's leave accumulation, may be used for the following purposes:

1. Personal illness, injury, or on orders of a physician to remain absent due to exposure to disease. In cases subject to Worker's Compensation Law, such leave time may be used to supplement Worker's Compensation so that the total amount paid an individual will equal, but not exceed, his/her regular salary for the period of absence from duty.  
  
Rate:Days limited to maximum accumulation
2. Leave time because of the illness or injury of a relative shall be allowed to provide for emergency arrangements and shall not exceed two (2) working days per each illness or injury.
3. Leave time not to exceed nine (9) days per occurrence may be used for circumstances surrounding the critical illness (as determined by the appropriate attending physician) or death of a member of the immediate family (spouse, son, daughter, brother, sister, father or mother) or for another relative who stands in the stead of an immediate family member (but not conjunctive, e.g. if an employee attends the funeral of the person who stood in the stead of his



or her father, the employee cannot use or have used paid leave time to attend the funeral of his/her father ).

Leave time because of the death of other relatives shall not exceed two (2) working days.

D. Personal Business Days

Each employee may use, yearly, two (2) days for the employee's personal business, which shall not be deducted from his/her leave accumulation. Unused days will accumulate as accumulated leave days. Requests for such leave must be submitted to the immediate Director of Public Safety for approval and then forwarded to the Benefits Office for processing. Leaves will be reviewed in accord with staffing needs within the collective bargaining unit and the following conditions:

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- a. The application shall be made on the form provided by the District and processed according to administrative rules.
- b. The application shall be submitted at least five (5) working days in advance of the absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
- c. The leave shall not be utilized for recreational and/or sporting purposes.
- d. Such leave may not be utilized the day immediately before or after a holiday or vacation period.

E. Family and Medical Leave Act (FMLA)

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

F. Retirement Payment

Upon retirement an employee will receive \$30.00 per day for his/her first one hundred fifty (150) unused sick leave days provided employee gives District notice of retirement no later than 60 work days prior to the date that the employee is retiring from the District and \$50.00 per day for each day over one hundred fifty (150) provided the employee meets the age and years of service requirement of the Michigan Public School Retirement System and worked at least ten (10) years in the Grand Rapids Public Schools.

ARTICLE 11  
MISCELLANEOUS BENEFITS

A. Conference and Convention Expense

Maximum reimbursement for approved conference and convention attendance expense shall be as follows:

1. Individuals required by the Superintendent or designee to travel for District business shall be fully reimbursed for all allowable travel expenses.

2. Travel shall not exceed second class airfare rate or travel by private automobile (pursuant to the travel reimbursement scale plus parking fee), whichever is less.

**Deleted:** air fare

3. Lodging and Meals

Reimbursement will be pursuant to Board Policy #8230 (Administrative Rules 3410).

B. Insurance

All employees shall receive and complete application forms for eligible benefits within 30 days of hire. Coverage shall begin the first day of the month following the employee's date of hire. Changes to coverage shall be reported to the Benefits Office within 30 days of their occurrence. Enrollments or change in coverage not reported within the 30 day period shall necessitate the waiting for Open Enrollment to enroll or change coverage.

**Deleted:** employees

1. Hospital/Medical

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

Effective December 1, 2004, (use date only if there is a coverage change) the Board shall provide for each full-time employee health benefits through a self-funded Preferred Provider Organization (PPO) health program

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OR

Effective December 1, 2004, those employees not electing Hospital/Medical insurance, the District will provide a cash payment of \$2,000.00 annually. Such annual payment shall be made in equal payments during the school year in each paycheck beginning with September each year. The District and the Union will mutually agree to a Section 125 plan to implement this. The plan year is December 1 through November 30.

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Payroll deductions will be available for the following programs:

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

**Deleted:** District will increase cash in lieu of coverage cash payment \$1200 annually to \$1400 annually if, during entire fiscal year, a minimum of four (4) employees have chosen cash in lieu of option.

**Deleted:** Cancer, Intensive Care Insurance ¶  
MESSA LTD/STD/Dep. Life/Term ¶  
Life/Surv. Income Ins. ¶  
403-B Annuity Program ¶  
457-Deferred Income Program ¶  
or any combination thereof

2. Coverage Selection

Each employee should select hospital/medical coverage based upon COORDINATION (need and family status) OF BENEFITS. The benefits are listed below:

- a. Employee with family (children 19 years of age and under)
- b. Employee and spouse
- c. Employee only
- d. Option Plan

3. No funds appropriated under P.A. 93 - School Aid Act shall be used for purposes, e.g. voluntary abortions, for which such funds are not allowable under the Act.

C. Life Insurance

The Board will provide a \$40,000 life and Accidental Death & Dismemberment policy for each fulltime (at least 8 hours per day and at least 40 hours per week, and a school year assignment) employee.

D. Dental and Vision Reimbursement Program

1. Eligibility and Protection

The Board shall provide reimbursement to each full-time employee (an employee who is employed at least eight (8) hours per day and at least forty hours per week and assigned to position(s) for a duration of at least the school year).

Reimbursement shall be for dental/vision expenses incurred by the employee, the employee's spouse, and dependent children, step-children, adopted children and/or children assigned to the employee by the court as defined within the meaning of the United States Internal Revenue Code. Dependent children are eligible for coverage to age 19, or if qualified as a dependent under IRS guidelines, to age 25.

2. The following dental care protection is provided:

- a. Scaling and polishing
- b. Fillings
- c. Fluoride treatment
- d. Extraction
- e. Diagnostic x-rays
- f. Root canals
- g. Crowns
- h. Oral surgery
- i. Bridge, denture and partials
- j. Orthodontics (children to age 19), \$1,000 per life time per family member  
Orthodontics fees apply to the annual maximum allowed per employ
- k. Oral and maxillofacial surgery
- l. Peridontics
- m. Endodontics
- n. Anesthetics while providing any of the above.

The following are excluded:

- a. Any service or supplies not furnished by a licensed dentist.
- b. Any service or supply not reasonable or necessary for the dental care of the eligible individual.
- c. Cosmetic
- d. Toothbrushes, toothpaste, or mouthwash
- e. Prescription drugs associated with dental procedures (e.g. to relieve pain)
- f. Replacement of lost or stolen bridges, dentures, or partials
- g. Any care provided or reimbursed by other sources.

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h. Any portion of a charge for a service in excess of the reasonable and customary charge (the charge usually made by the provider when there is no insurance, not to exceed the prevailing charge in the area for dental care of a comparable nature, by a person of similar training and experience).

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3. Vision Services and Material Covered:

- a. One vision examination covered per employee/dependent each plan year by an optometrist or ophthalmologist
- b. Correctable Lenses by Prescription as follows:
  - 1) A maximum of two pair of glasses, or
  - 2) a pair of glasses and a pair of contacts per plan year;
  - 3) the District will pay one-half out of pocket costs for the third frame or contacts per year in accord with existing vision policy, or
  - 4) a third pair of lenses using existing frames reimbursed at 80%.

Services and Materials Not Covered:

- a. Cosmetic purposes
- b. Non-Corrective lenses
- c. Vision therapy
- d. Medical or surgical treatment of the eyes
- e. Charges to which benefits are provided under Workers' Compensation, other laws, other insurance, or other Board policies, rules, etc
- f. The cost of any service and/or material or of any combination thereof over the annual allowance.
- g. Any care provided or reimbursed by other sources.

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4. Effective Day and Rate of Reimbursement

- a. For dental/vision care protection provided beginning on September 1, 2000 and ending August 31, 2001, each employee will be reimbursed for ninety percent (90%) for dental and eighty percent (80%) for vision of actual charge with a combined maximum of \$1,700 (per year) paid by the District for the full family coverage year.
- b. This plan will include coordination of benefits, both internal and external, for dental/vision not to exceed, from all sources, one hundred percent (100%) reimbursement of actual cost. In no case shall the reimbursement be greater than the reimbursement limit.

5. Reimbursement Procedure

- a. Reimbursement claims must be filed within ninety (90) days of the date of payment including any partial payment.
- b. The employee shall pay all charges associated with the claim. A copy of the provider's bill, evidence of payment, evidence of amount of payment by any other plan, and a completed dental/vision reimbursement claim shall be submitted to the Benefits Office.

- c. Internal coordination of benefits shall apply when both husband and wife are covered by the District's Dental/Vision Benefit.
- d. The Board is a secondary provider of dental/vision benefits. Claims shall be filed with primary provider(s) before requesting reimbursement from the District.
- e. The District shall process the claim according to its policies and procedures in effect dental/vision reimbursements.

**Deleted:** for all other billings

E. Long Term Disability (LTD)

Effective December 1, 2004, a long-term disability program shall be provided for all full-time Public Safety/Security staff. Eligibility begins 60 calendar days following the date of disability or the date your accumulated leave payments end, whichever is later.

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Negotiated life insurance, dental and vision reimbursement, as otherwise set forth in this Agreement, shall continue for six (6) months following the date the individual becomes eligible to receive LTD benefits. Hospital/medical insurance as otherwise set forth in this Agreement, shall continue for one (1) year following the month the individual becomes eligible for LTD benefits or until the disabled employee becomes eligible for retirement disability insurance, whichever occurs first.

F. Annuity Programs

Pursuant to each carrier's rules and regulations and in accordance with the Board's policy and approved companies, individuals may have their gross salary reduced by a given amount. This sum will be deducted from each individual's regular paychecks and such sums will be remitted monthly to the company selected by the individual.

**Deleted:** pay checks

G. Parking

Free parking shall be provided for Public Safety/Security staff individuals.

H. Flu Shots

Flu shots shall be provided at no expense to the individual at the time and locations scheduled by the Superintendent or designee.

I. Tuition Reimbursement

After six (6) months of full-time, 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

including SB/CEU Credit. In addition, employees shall be reimbursed for Community Education courses related to the employee's regular assignment. In all cases, the content of the courses must be work-related and/or part of a formal degree program. The administration's judgment of relevancy is final.

2. Eligibility

- a) The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be: 9 semester hours or 12 term hours.
- b) Tuition will be reimbursed based upon the actual charge per semester or term hour at the undergraduate rate up to a maximum of Grand Rapids Community College, Western Michigan University, or Grand Valley State University, whichever is highest.
- 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, itemized statement, and proof of payment for the course shall be submitted to the Benefits Office for processing.
- b) The District shall process the claim according to its policies and procedures in effect for all other billings.

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J. Flexible Benefits Plan

1. Pre-tax Health Insurance Premiums

Eligible health insurance contributions will be deducted pre-tax.

2. Flexible Spending Accounts

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

a. Medical Spending Account

b. Dependent Care Spending Account

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

K. Car Allowance and Mileage

Each Public Safety/Security staff individual who is required by the nature of his/her employment to drive in the performance or responsibilities shall be eligible for a car allowance, motor pool, or actual mileage reimbursement, based upon the individual's specific assignment. Mileage will be reviewed on an annual basis and established at IRS rates.

L. Professional Membership Reimbursement

Each Public Safety/Security staff individual is entitled to reimbursement of no more than \$150.00 per year.

Note: For clarification, questions or concerns, contact Personnel Services.

M. Workshops/Special Training Courses

Individuals requested to participate in Special Training Courses and/or workshops shall be covered as identified in Article VII, A-1.

N. Dress Uniforms

1. All Public Safety Department Personnel must be attired in the proper uniform.
2. The Director of Public Safety and representative committee will determine and/or approve all changes or additions to the previously approved uniforms and equipment
3. Uniforms will be replaced on an "as needed", fair wear and tear basis. The right shall be reserved to Director of Public Safety & School Security Department to limit maintenance and replacement expenditures should the employee not exercise reasonable care of his/her uniform.

Uniforms for K-12 Officers shall be three (3) uniforms (uniform to mean two (2) shirts, one (1) short sleeve shirt, one (1) long sleeve shirt, and one (1) pair of trousers. Also provided shall be one (1) winter jacket, one (1) spring jacket, or one (1) all weather jacket..

O. Property Damage

In case of 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) is under the school's jurisdiction, causing damage to the employee's clothing and/or glasses, watches (maximum reimbursement for watches is \$50.00), prosthetic devices (e.g. hearing aides), the District shall reimburse the employee for reasonable and customary loss after the employee has appropriately completed an Incident Report and submitted documents to support reimbursement if the items are not covered by other insurance. Such damage shall be reported immediately to his or her immediate supervisor. The District will not reimburse for loss or damage to jewelry except as specified above regarding watches.

Once per fiscal year the District will pay one hundred percent (100%) of the cost for frames (including lens if necessary) or contacts broken or destroyed due to a physical altercation with students, employees, or visitors if such frames (including lens) or contacts were broken while in the course of the employee's employment, provided the employee submits an official written report of the incident.

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P. Physical Assault or Injury Inflicted by a Student

1. If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the District representative.
2. An employee, who is injured or harmed by a student's act while the employee is acting in the line of duty and the student is under the jurisdiction of the District, shall follow all guidelines and procedures for the reporting of a work related injury, including the completion of the Employee Injury Report.

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

ARTICLE 12  
COMPENSATION

A. Grand Rapids Public Schools Safety/Security Office Annual Salary Schedule:

“Pay rates will be increased by ~~2.5%~~ for the 2004/2005 school year and increased 2.5% for the 2005/2006 school years.”

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**Deleted:** effective November 24, 2003  
**Deleted:** This pay increase is conditioned on the Union's ratification vote.

- See Appendix A for the appropriate rate scale and effective dates.
- The calculation of the daily rate is based on 195 days (186 workdays and 9 holidays).
- The rate of pay for working events or activities during the period from December 24, 2004 through December 31, 2004, and from April 1, 2005 through April 9, 2005, will be a flat rate of \$20.00 per hour.

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The overtime rate will be at time and one-half, using 186 days as the calculator. For the school year, the District will attempt to maintain a work schedule for officers of 195 days, including holidays.

An additional training education incentive shall be paid as follows provided such education and training are in a field related to the employee's job or are in the field of Education:

Employees hired prior to July 1, 2000, and who have an Associates Degree shall continue to receive \$300.00 stipend

|                  |   |          |
|------------------|---|----------|
| Bachelors Degree | - | \$700.00 |
| Masters Degree   | - | \$750.00 |

Additional Training:

1. Each employee who completes additional training and who is eligible for a higher classification on the salary schedule shall submit written proof of such eligibility to the Personnel Services Office prior to October 1st or February 1st of the semester wherein



the salary change is to be applied.

2. If an employee completes a higher degree but the degree has not been granted and submitted to the Personnel Services Office on or before October 1st or February 1st the additional remuneration shall not begin (i.e., earnings begin) until the beginning of the semester following receipt of the degree.

B. Pay Period

Employees shall be paid in twenty-six (26) approximately equal payments per year; one (1) every two (2) weeks beginning in September.

Each employee who is terminating his/her services at the end of the school year (or each employee who wishes to be paid in full following completion of the school year) and who submits his/her request for such pay, in writing, to the Director of Personnel Services prior to May 1st of that year shall be paid in full no later than the last payday of the fiscal year.

C. Overtime Pay

Any Public Safety/Security Officer required to work beyond forty (40) hours in a week will be compensated at the overtime schedule rate. Only holidays (as appear in the Agreement), prior approved paid vacation, prior approved compensatory time off (paid time off in lieu of overtime pay), and prior approved Personal Business Day(s) shall be considered as time worked for purposes of the overtime calculation. Any employee working previously scheduled and approved overtime hours, shall not be denied the overtime rate for not working a 40-hour week if the schools are closed for reasons other than an act of nature. An employee who works overtime during a week in which school is closed due to an act of nature may remain eligible for overtime pay if such employee substitutes vacation time, compensatory time, or personal business time.

Overtime Procedure:

1. Whenever there is a need for overtime for a specifically related activity or program within a building, officers regularly assigned to such building will be offered the overtime on a rotational basis first.
2. If an insufficient number of officers at the building where the overtime occurs want the offered overtime, the Sergeant who is assigned responsibility for such building may contact the Public Safety Office and request a volunteer Public Safety or Security Officer.
3. At the beginning of a school year and at mid-school year the Public Safety Office shall send out a request for overtime volunteers. The Public Safety Office shall maintain such list and upon request by a supervisor for a volunteer shall contact the volunteers on a rotating basis and offer such overtime work. If an volunteer(s) accepts the overtime offer, such volunteer(s) must perform the overtime work. If the Supervisor cannot find a volunteer(s), then the Supervisor will assign the work to the officer(s) with the lowest seniority at the building where the overtime occurs until the overtime need is filled. The junior employee(s) who is forced to accept the overtime assignment, shall not forfeit his/her place on the overtime rotation.
4. If there is overtime work that is not associated with a specific school or activity or program within a building, the overtime shall be offered to officers (volunteers) on the rotating list.

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Two rotating lists shall be maintained; one list shall contain overtime assignments of durations up to two (2) consecutive work days; the other list shall contain assignments that last for more than two consecutive work days.” “An officer may accept or decline rotation assignments on one rotating list (e.g. short term overtime) without losing rotation place on the other rotating overtime list (e.g. long term overtime). If an insufficient number of officers volunteer or accept such overtime, officers (by lowest seniority first) shall be required to perform the work. The junior employee(s) who is forced to accept the overtime assignment, shall not forfeit his/her place on the overtime rotation. Exceptions to this paragraph must be mutually agreed by Union and District.

- 5. Sergeants shall be required to perform the work in those buildings or school programs to which they are regularly assigned. Sergeants may contact the Office of Public Safety to find a Sergeant who has submitted his or her name as a volunteer for the overtime.

D. Beyond Work Year

Additional days required by the employee's Director of Public Safety beyond the Public Safety/Security staff individual's contract will be compensated based upon the individual's hours pay rate.

E. Longevity Payment

A service longevity stipend in the amount indicated below shall be provided to each employee who has been employed in the Grand Rapids Public Schools Safety/Security staff position for the number of years stated below. Those years must be completed as of the beginning of each contract year. Longevity payment to be paid in one lump sum on or before June 30 of each year.

|          |              |
|----------|--------------|
| 10 years | - \$500.00   |
| 15 years | - \$1,000.00 |
| 20 years | \$1,500.00   |

Such payments shall not pyramid (not more than one [1] sum will be paid per year.)

ARTICLE 13  
MISCELLANEOUS

A. Agreement Copies

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

B. Information

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

C. Problem Solving

The parties agree to establish a schedule of regular problem-solving meetings (no fewer than 3 times per year). One Field Representative, and three (3) Council members will be released as necessary. PSQI may establish subcommittees to make recommendations on various issues, as they see fit. Both sides

may bring in resource people as they may find necessary. The Executive Director of Labor Relations or designee and two other representatives selected by the Executive Director of Labor Relations will represent the District. Letters of Agreement negotiated through this process will be subject to normal ratification processes.

ARTICLE 14  
STRIKES AND PENALTIES

A. No Strike

The Council 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.

ARTICLE 15  
DURATION

This Agreement shall be effective on ~~July 1, 2004~~ and shall remain in effect until ~~June 30, 2006~~.

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

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IN WITNESS WHEREOF the parties have caused this Agreement to be executed on their behalf by their duly authorized representatives this ~~\_\_\_\_\_~~.

Deleted: November 21, 2004

THE BOARD OF EDUCATION OF  
THE GRAND RAPIDS PUBLIC SCHOOLS

POLICE OFFICERS LABOR COUNCIL

by \_\_\_\_\_  
Its President

by \_\_\_\_\_  
Its President

by \_\_\_\_\_  
Its Secretary

by \_\_\_\_\_  
Its Chief Negotiator

by \_\_\_\_\_  
~~Its~~ Chief Negotiator

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**APPENDIX A**

|  |  |                |                |             |
|--|--|----------------|----------------|-------------|
| <b>Security Officer</b>                  | <b>2004-05</b>                             | <b>O.T.</b>    | <b>2005-06</b> | <b>O.T.</b> |
| Step 1                                   | 20,929                                     | 21.09          | 21,452         | 21.62       |
| Step 2                                   | 21,738                                     | 21.91          | 22,281         | 22.46       |
| Step 3                                   | 22,764                                     | 22.95          | 22,333         | 23.52       |
| Step 4                                   | 24,034                                     | 24.23          | 24,635         | 24.84       |
| Step 5                                   | 25,346                                     | 25.54          | 25,980         | 26.18       |
| Step 6                                   | 26,565                                     | 26.78          | 27,229         | 27.45       |
| <br>                                     |  |                |                |             |
| <b>School Year Public Safety Officer</b> | <b>2004-05</b>                             | <b>O.T.</b>    | <b>2005-06</b> | <b>O.T.</b> |
| Step 1                                   | 24,420                                     | 24.61          | 25,031         | 25.23       |
| Step 2                                   | 25,224                                     | 25.43          | 25,855         | 26.07       |
| Step 3                                   | 26,284                                     | 26.50          | 26,941         | 27.16       |
| Step 4                                   | 27,626                                     | 27.85          | 28,317         | 28.55       |
| Step 5                                   | 29,006                                     | 29.24          | 29,731         | 29.97       |
| Step 6                                   | 30,397                                     | 30.64          | 31,157         | 31.41       |
| <br>                                     |  |                |                |             |
| <b>52 Week</b>                           | <b>Public Safety Officer Annual Salary</b> |                |                |             |
| <b>2004-05</b>                           | <b>37,261</b>                              | <b>2005-06</b> | <b>38,193</b>  |             |
| <br>                                     |  |                |                |             |
| <b>Sergeants</b>                         | <b>2004-05</b>                             | <b>O.T.</b>    | <b>2005-06</b> | <b>O.T.</b> |
| Step 1                                   | 26,296                                     | 26.51          | 26,953         | 27.17       |
| Step 2                                   | 27,102                                     | 27.33          | 27,780         | 28.01       |
| Step 3                                   | 28,183                                     | 28.41          | 28,888         | 29.12       |
| Step 4                                   | 29,562                                     | 29.81          | 30,301         | 30.56       |
| Step 5                                   | 30,980                                     | 31.23          | 31,755         | 32.01       |
| Step 6                                   | 32,463                                     | 32.73          | 33,275         | 33.55       |

## APPENDIX B

### DRUG & ALCOHOL AGREEMENT

The Board of Education of the Grand Rapids Public Schools ("Board") and the Police Officers Labor Council (POLC) ("Association") agree to the following conditions which shall govern drug and alcohol testing of all bargaining unit members who are not subject to the Omnibus Employee Transportation Act of 1991 (OTETA):

1. **Statement of Philosophy.** The parties recognize that off-duty drug or alcohol use is not subject to testing unless it results in impaired at-work performance, or otherwise violates this agreement, Board Policy or work rules. Therefore, the Board and Association agree that the performance of job responsibilities with detectable levels of breath or blood alcohol (.04 or above), illegal, or unauthorized drugs in employees' bodies is a violation of Board Policy or work rules. ("At work with detectable levels".)
2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech, or body **or breath** odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives may participate in the reasonable suspicion training conducted in 1999-2000, excluding DOT-covered employees, and thereafter as mutually agreed. Association representatives will be paid for this time only if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have participated in reasonable suspicion training within the thirty-six (36) months prior to the determination.

4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access<sup>1</sup>. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be 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.

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

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

7. **Definition of "at work."** This agreement is applicable only when the employee is performing responsibilities for the Board, immediately before the employee is to perform such responsibilities, or just after the employee has ceased performing such responsibilities. Extra-duty responsibilities for which the employee is compensated, such as coaching, field trips, evening functions, etc. are included in the definition of "at work."
8. **Self-Identification.** Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employee Assistance Program (E.A.P.), or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement, will not be subject to discipline because of the self-identification. However, an employee may not avoid disciplinary consequences by taking such action after receiving notice of a directive for reasonable suspicion testing. In addition, self-identification or referral will not preclude the Board from disciplining an employee for misconduct, which would otherwise constitute grounds for discipline.
9. **Board Right to Mandate Test Upon Reasonable Suspicion.**
  - a. **First Incident.**
    1. If two trained administrators, using the "Observed Behavior-Reasonable Cause Record" (which is attached to this agreement) determine that there is reasonable suspicion an

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

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



investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.

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

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

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

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



NOTICE OF RIGHTS

To: \_\_\_\_\_

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

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

**YOUR RIGHTS:**

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

- You are being referred to the Employee Assistance Program (975-3560 or 1-800-227-0905) for a confidential evaluation. This service is confidential. Neither the Board or the Union (if applicable) will be told of the content or results of the evaluation, unless you decide to tell the Board or Union (if applicable) that you are someone in need of assistance. The EAP will report to the Employer whether or not you attended and cooperated in the evaluation. Failure to attend without good reason and cooperate will subject you to discipline up to and including discharge.
- You are required to sign this form, your signature means only that you have received this notice.

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

\_\_\_\_\_

Employee

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

\_\_\_\_\_

Date

Cc: Labor Relations & Legal Services

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