

AGREEMENT
between the
BOARD OF EDUCATION
of the
**GRAND RAPIDS
PUBLIC SCHOOLS**
and the
**GRAND RAPIDS
EDUCATIONAL OFFICERS
ASSOCIATION**
(GREOA)

**Official Copy
2017-2019**

Table of Contents

ARTICLE 1 - RECOGNITION1

ARTICLE 2 - ASSOCIATION RIGHTS1

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES1

 A. RIGHT TO ORGANIZE1

 B. CIVIL RIGHTS2

 C. STUDENT ACCESS2

 D. DISTRICT MERGING2

 E. COPYRIGHT2

 F. EVALUATION2

 G. PROFESSIONAL BEHAVIOR3

 H. ACADEMIC FREEDOM.....3

 I. REDUCTION IN PERSONNEL.....3

 J. CONTRARY TO LAW PROVISION.....3

 K. MEETINGS.....4

ARTICLE 4 - BOARD OF EDUCATION RIGHTS4

ARTICLE 5 - NEGOTIATION PROCEDURES4

ARTICLE 6 - EMPLOYMENT QUALIFICATIONS5

 A. APPLICATION.....5

 B. EMPLOYEE HEALTH5

 C. INSTRUCTOR QUALIFICATIONS.....5

 D. PROFESSIONAL DEVELOPMENT PROGRAMS.....5

ARTICLE 7 - VACANCIES6

 A. TRANSFER PHILOSOPHY6

 B. VACANCIES6

 C. EMPLOYEE REQUEST6

 D. INVOLUNTARY6

 E. MUTUAL CONSENT.....6

 F. SENIORITY RIGHTS.....6

 G. RETENTION OF SENIORITY.....6

ARTICLE 8 - WORKING CONDITIONS7

 A. EQUIPMENT AND FACILITIES7

 B. WORKING CONDITIONS7

 C. JOB ASSIGNMENT7

 D. EXTRA-CURRICULAR ASSIGNMENT7

ARTICLE 9 - EMPLOYEE PROTECTION7

 A. CONTROL AND DISCIPLINE.....7

 B. PHYSICAL ASSAULT INTENTIONAL INJURY INFLICTED BY A STUDENT / DESTRUCTION OF
PROPERTY.....7

C.	COMPLAINT ABOUT AN EMPLOYEE	8
D.	REPRIMAND	9
E.	ACCESS TO PERSONNEL FILE	9
ARTICLE 10 -	COMPENSATION AND INSURANCE.....	10
A.	FLU SHOTS/HEP B INOCULATIONS	10
B.	PHYSICAL EXAMINATION	10
C.	WAGES.....	11
D.	STEP INCREMENT.....	11
E.	PAYMENT.....	11
F.	LONGEVITY	11
G.	INSURANCE	12
F.	SHORT TERM DISABILITY.....	15
G.	LONG TERM DISABILITY.....	15
H.	LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT: \$40,000	15
I.	CASH IN LIEU	15
J.	HEALTH SAVINGS ACCOUNT.....	16
K.	FLEXIBLE SPENDING ACCOUNT	16
L.	OPTIONAL BENEFITS.....	16
M.	TUITION REIMBURSEMENT.....	18
N.	LIABILITY INSURANCE.....	19
ARTICLE 11 -	LEAVE OF ABSENCE.....	19
A.	GENERAL RULES	19
1)	Family Medical Leave.....	21
2)	ADA (American’s with Disabilities Act) Leave	22
3)	Personal Illness Leave	23
4)	Child Care Leave	23
5)	Bereavement Leave.....	24
6)	Civil Duty Leave.....	24
7)	Educational Leave – alternate work schedule if approved by Supervisor and Superintendent.....	25
8)	Employee Personal /Business Leave.....	25
9)	Leave for other purposes	26
B.	HOLIDAYS	28
C.	SCHOOL CLOSINGS AND NON-INSTRUCTIONAL DAYS	28
ARTICLE 13 -	GRIEVANCE PROCEDURE	29
A.	DEFINITION.....	29
B.	PURPOSE	30
C.	PROCEDURE.....	30
D.	GRIEVANCE HEARINGS	31
ARTICLE 14 -	STRIKES AND SANCTIONS	32

ARTICLE 15 - CALENDAR32

 A. VACATION32

 B. ADDITIONAL WORK33

ARTICLE 16 - MISCELLANEOUS33

 A. FAMILY SUPPORT SPECIALIST33

 B. MILEAGE REIMBURSEMENT33

 C. AUTOMOBILE VANDALISM AND/OR THEFT33

 D. UNEMPLOYMENT BENEFITS34

 E. WAGE AND FRINGE BENEFITS DESIGNEE34

 F. COPIES OF AGREEMENT34

 G. FINANCIAL EMERGENCY MANAGER.....34

ARTICLE 17 - RETIREMENT BENEFITS35

ARTICLE 18 - DURATION36

APPENDIX A - ANNUAL SALARY RATES37

NOTICE OF RIGHTS44

ARTICLE 1 - RECOGNITION

- A. The Grand Rapids Board of Education (“Board”) recognizes the Michigan Education Association, (hereinafter called the “Association”) as the sole and exclusive bargaining representative for Junior Reserve Officers Training Corp (JROTC), Family Support Specialists and any person on leave of absence from any of the above positions (hereinafter called “employees” unless otherwise designed) but excluding all active supervisory and executive personnel.
- B. The Board and Association 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 good faith negotiations where 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 the Association.
- C. The Board will not negotiate with any other labor organization (other than the Association) for the duration of this Agreement with respect to personnel included in the bargaining unit. The Board shall not contribute to the creation or growth of rival organizations. Nothing contained herein, however, shall be construed to prevent any individual from presenting a grievance adjusted without intervention of Association, if the adjustment is not inconsistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

ARTICLE 2 - ASSOCIATION RIGHTS

- A. The Association shall be recognized as part of the agenda of all regular Board meetings.
- B. The Association shall have the right to use building facilities at reasonable times and hours for employee meetings when such buildings are open and an operating staff is on duty. Such use will be scheduled through the building administrator. The Association may post Association notices on the bulletin board designated for GREOA use.
- C. Upon the conclusion of the administration portion of regular meetings, the Association may make announcements.
- D. The Board shall make available to the Association, for inspection, pertinent personnel records of the system (excluding personal record file unless so authorized, in writing, by the employee involved) at the written request of the Association. Such records will be made available at the Board Office and will not be removed from said office.

ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. RIGHT TO ORGANIZE

Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every Junior Reserve Officers Training Corp (“Officer”) and Family Support Specialist shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining. As of duly elected body exercising governmental power under cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the employment of any rights conferred by Act 379 or the

laws of Michigan. The Board recognizes that Employees are entitled to full rights of citizenship granted them under the Constitution of the State of Michigan and the Constitution of the United States. The Board shall not discriminate against any officer with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities in the Association or collective bargaining with the Board or his/her institution of a grievance, complaint or proceeding under this Agreement (or otherwise) with respect to any terms or conditions of employment.

B. CIVIL RIGHTS

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied pursuant to current Board policy and applicable laws.

C. STUDENT ACCESS

Students shall be admitted into the building at a time set by the building administrator. Employees shall not have a direct responsibility for students in the building prior to the Employees' assigned time responsibility. Each employee may permit students in his/her room prior to his/her assigned time responsibility and will be directly responsible for the - students and the contents of such room. If an employee wishes, he/she may secure his/her room when it is not in use. The room may be opened at night and secured by the custodial staff before the students arrive in the morning.

D. DISTRICT MERGING

In the event that the Grand Rapids school district is combined with one (1) or more school districts, the district shall use its best efforts to assure the continued employment of its employees in such consolidated district and to the fullest extent permitted by law and contractual agreements with individual employees and shall be binding.

E. COPYRIGHT

Any copyrightable work prepared solely or in collaboration with others by employees within the course of their employment by the Board is the property of the Board. No syndication or sale of the copyrightable material may be made by the employee without the express release of all creators and the Board. However, the employee shall be given authorship credit.

All employees covered under this agreement who participate at their own cost, without the use of District resources, created independent of the District and its employees, and outside of the classroom or district responsibilities, in the production of publications or other produced materials, shall retain the sole ownership rights and responsibilities derived from said creation. –
SAME AS IN GRACEN

F. EVALUATION

The evaluation of the performance of each employee in the system is the responsibility of the administration. In such evaluations, all monitoring or observations of employees shall be conducted openly and with the full knowledge of the employee.

The performance of JROTC instructors will be reviewed using instructor evaluation reports, unit visits, and inspections. Reviews will determine whether the instructors, individually or

collectively, are effective and efficient in conducting instruction, unit operations, and Junior ROTC activities in accordance with AR 145-2 and other directives.

Following an evaluation, the employee shall receive a copy of the evaluation report within 10 working days and shall have the right to discuss the report with the evaluator and/or his/her supervisor. In the event the employee does not agree with the evaluation, all objections must be placed in writing and provided to Human Resources within 10 working days of the employee's receipt of the completed evaluation. Each Employee shall have the right, upon request, to review the contents of his/her own personnel file, as allowable by law, upon his/her request, have a representative of the Association present with him/her. Such records shall be made available in Human Resources where such records are filed and shall not be removed from said office.

G. PROFESSIONAL BEHAVIOR

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performances or other violation of discipline by an employee reflect adversely upon the Association. In such situations the District and Association believe in using a system of corrective and progressive discipline.

In addition, every JROTC Officer is required to conform to the regulations of the Secretary of the Army relation to the conduct of the Junior Reserve Officers' Training Corps.

H. ACADEMIC FREEDOM

1. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom of and respect for the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom for employee and student is encouraged, provided adopted curriculum and courses of study are adhered to.
2. Any employee accused of improper use of academic freedom may be dismissed only after proof of the alleged impropriety has been provided. Any allegation found to be untrue shall be completely removed from the employee's record and any changes that may have been made in that employee's status is immediately restored.

I. REDUCTION IN PERSONNEL

1. Should substantial and unforeseen changes in student population or other conditions make necessary a general reduction in the number of employees employed by the District, the District will retain those Employees qualified for existing positions. Qualifications include experience, attendance, discipline and evaluation records. If qualifications are equal seniority will be the deciding factor.
2. The District shall give no less than 30 calendar days' notice to the employee being laid-off.

J. CONTRARY TO LAW PROVISION

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 of 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.

K. MEETINGS

The Association President, GREOA, shall have the right to call four (4) meetings per year, not to exceed two (2) hours each in length, during regular work hours.

ARTICLE 4 - BOARD OF EDUCATION 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 limitations, all powers, rights authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. 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 Grand Rapids Public Schools and that the Board has the necessary authority to discharge all of its responsibilities.
- C. 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 of revision of rules and regulations governing and pertaining to work and conduct of its employees. The Board and the administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, provided, however, that 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.

ARTICLE 5 - NEGOTIATION PROCEDURES

- A. Renegotiation of the Agreement shall be commenced at least three (3) months prior to the expiration of the current Agreement. Such negotiations shall include, but not limited to, the subjects covered by this Agreement and any other matters mutually agreed to be negotiable by the parties. Any Agreement shall be reduced to writing and signed by the Board and the Association.
- B. The Board agrees that Association members, a maximum of four (4) Officers, two(2) Family Support Specialists and two (2) JROTC engaged during the school day in official new contract negotiations on behalf of the Association with the Board during the term of this Agreement, shall be entitled to released time without loss of salary provided the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on duty released time (i.e., time will be split equally between off duty time and on duty time). If the Association fails to reimburse the District, each released employee will forfeit only the MPERS service credit for the time the employee was released and there was no reimbursement by the Association.
- C. During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and other conditions of employment for Bargaining Unit employees, the Board shall provide the

Association with documents relating to financial resources, budgetary requirements and allocations and any other related information which is presented to any regular and/or special meetings called by the Board to conduct official business or to any other governmental body.

- D. If the negotiations described in this section (A. above) have reached an impasse the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- F. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in writing, and signed by both parties as an amendment to this Agreement.

ARTICLE 6 - EMPLOYMENT QUALIFICATIONS

A. APPLICATION

JROTC instructor certification shall be made in accordance with Department of the Army regulations and policies. One (1) copy of any certification or approval to hire shall be furnished to the JROTC instructor employed by the Board.

B. EMPLOYEE HEALTH

In cases where inadequate performance in the classrooms is believed to be the result of physical or mental duress, the superintendent may request an employee to obtain a physical or psychiatric examination. Expenses for such examination shall be paid, in full, by the Board. Failure to acknowledge such request may result in termination of employment; however, the employee may request full assistance from the Association at any time during such proceedings. Notice of a written request for any such examination shall be delivered in person by the appropriate administrator or by registered mail.

C. INSTRUCTOR QUALIFICATIONS

It is the responsibility of each JROTC instructor to maintain sufficient medical, physical, and mental fitness, and be willing to perform, participate in, and supervise activities consistent with the conduct of the Junior ROTC program.

D. PROFESSIONAL DEVELOPMENT PROGRAMS

Employees will be required to attend district scheduled professional development. Individuals may request, to participate in professional developmental programs other than those offered by the district.

ARTICLE 7 - VACANCIES

A. TRANSFER PHILOSOPHY

Since frequent transfers of employees are disturbing to the educational process and interfere with optimum employee performance, the Association and the Board agree that the transfer of employees should be minimized.

B. VACANCIES

When vacancies exist in the District and if the qualifications of applicants are equal, length of service in the District will be the determining factor in granting the transfer. Qualifications include experience, attendance, discipline and evaluation records.

C. EMPLOYEE REQUEST

An employee request for transfer can be made at any time during the school year using the following procedures:

1. Request a Change of Assignment form from the building administrator or Human Resources.
2. File the completed form with Human Resources.
3. Human Resources will set a time and date for a personal interview.
4. Transfers may be granted after the first day of the school year only for emergencies or personality conflicts.

D. INVOLUNTARY

It is recognized that involuntary transfers may be necessary at any time to fill positions in over or under staffed schools, vacancies created by the termination of employment or because of personality conflicts. When such conditions exist and volunteers are unavailable, the qualified employee with the least seniority in the District shall be transferred.

E. MUTUAL CONSENT

An employee may be transferred by the mutual consent of that employee and administration for any reason at any time.

F. SENIORITY RIGHTS

The Association recognizes that when vacancies occur during the school year, it may be difficult to fill them from within the District without undue disruption to the existing instructional program. Therefore, such vacancies may be filled on a temporary basis until the end of the normal school year. At this time, the position shall be considered vacant.

G. RETENTION OF SENIORITY

An employee promoted to supervisory position and later returned to an employee position shall be entitled to all rights and benefits entitled him/ her under this Agreement.

ARTICLE 8 - WORKING CONDITIONS

A. EQUIPMENT AND FACILITIES

The Board agrees to make available equipment and facilities to aid employees in the preparation of instructional material.

B. WORKING CONDITIONS

1. Classroom instruction will consist of sufficient hours to teach the JROTC program as established by the Department of the Army and outlined by the Master Subjects Schedule as approved by Headquarters, Department of the Army, plus whatever time is necessary to instruct and conduct competition, as directed by the district. Each JROTC Officer is entitled to one (1) prep period per workday for the sole purpose of complying with administrative and logistical requirements.
2. Officers shall be in his/her respective building at least fifteen (15) minutes before his/her first classroom responsibility and at least fifteen (15) minutes after his/her last classroom responsibility.
3. Employees shall be required to attend all staff meetings called by the Administration.

C. JOB ASSIGNMENT

Employees shall be given written notice of their job assignment for the coming school year soon as practicable.

D. EXTRA-CURRICULAR ASSIGNMENT

Extra-curricular assignments carrying additional remuneration shall not be obligatory but shall be with the consent of the employee.

ARTICLE 9 - EMPLOYEE PROTECTION

A. CONTROL AND DISCIPLINE

Employees complying with Board rules and regulations and who are acting in the line of duty, with respect to maintenance of control and discipline in the classroom and other school activities, shall be given support and assistance by the Board. Employees recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases, the employee shall follow the established disciplinary process.

B. PHYSICAL ASSAULT INTENTIONAL INJURY INFLICTED BY A STUDENT / DESTRUCTION OF PROPERTY

1. Physical Assault or Injury Inflicted By A Student
 - a. 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.

b. 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, will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.

c. 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 Workers' 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.

2. Property Damage

a. 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, watches (maximum reimbursement for watches is \$50), prosthetic devices (e.g. hearing aides), the District shall reimburse the employee for reasonable and customary loss after the employee has appropriately completed an Incident Report and submitted documents to support reimbursement 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.

C. COMPLAINT ABOUT AN EMPLOYEE

1. Any complaint directed toward an employee which is to become part of that employee's record and any other legitimate complaints shall promptly be called to the employee's attention.
2. An employee 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 District shall provide reasonable opportunity for the employee to secure such representation.
3. When an investigation is complete, the employee shall be informed of the results of the investigation.

D. REPRIMAND

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement without just cause. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue. Information forming the basis for the reduction of benefits provided in this Agreement will be available to the employee and the Association. Prior to placing a written reprimand in the employee's official personnel file, the administrator making the reprimand shall:

1. Present the employee being reprimanded a copy of the reprimand.
2. Give the employee an opportunity to have an Association representative hear the reasons and/or conditions for such action.
3. Expect the employee to sign the original copy, which indicates the employee has had the opportunity to read the reprimand. The signature is in no way to be construed as acceptance of the reprimand but is verification that he/she is aware the reprimand is in his/her permanent file. If the employee refuses to sign the original copy, the administrator will indicate such refusal on that copy.

E. ACCESS TO PERSONNEL FILE

1. An employee shall have access to his/her personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided an opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:
 - a. race
 - b. unlisted telephone number(s)
 - c. personal insurance information
 - d. social security number(s)
 - e. bank account information
 - f. credit union information
 - g. medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
 - h. documents relating to a criminal investigation where no charge(s) was filed or where the charge(s) was found to be unsubstantiated as per Bullard-Plawecki.
 - i. documents relating to allegations of misconduct or incompetence (excluding evaluation documents), where no charge(s) was filed or the allegations were found to be unsubstantiated (nothing prohibits the district from maintaining separate investigative files)
 - j. documents relating to closed tenure proceedings (except for documents

- k. containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges
 - k. any disciplinary information more than four (4) years old, unless the disclosure is required by law
 - l. Any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
 - m. student records or references to specific students as required by FERPA
 - n. evidence concerning authorization to work in the U.S.
 - o. employer references, as required under Bullard-Plawecki
 - p. educational transcripts
 - q. criminal history checks including fingerprints
 - r. documents pertaining to current litigation involving the requesting party
 - s. privileged attorney communications, opinions, work products
3. Furthermore, the District 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 discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Personnel. Any materials not entered into the file within these time periods shall be without effect. Materials physically present in Human Resources, but not yet converted to microfiche, shall be considered to be part of the personnel file.
4. The parties recognize that this Agreement is based on his/her best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

ARTICLE 10 - COMPENSATION AND INSURANCE

A. FLU SHOTS/HEP B INOCULATIONS

The District will reimburse employees up to \$10 per year for the cost of the flu shot. The District may schedule times and locations for the inoculations.

Reimbursements will be processed after appropriate documentation is submitted to Human Resources. Reimbursements will only be processed within sixty days of the expense. Reimbursement shall be in accordance with the rules and regulations of the Business Office.

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. Move to Benefits

B. PHYSICAL EXAMINATION

The Board will provide for a physical examination for each JROTC officer every five years, or as required by the Department of the Army, and as long as it is required for the job assignment and the instructor does not have physical examination coverage under another insurance plan.

C. WAGES

The salary schedule (Appendix A) shall be based on the work year (see Article 15) and working conditions spelled in this Agreement and shall comply with the K-12 school calendar.

D. STEP INCREMENT

At the beginning of each fall semester, each employee employed during one-half (1/2) or more of the previous school year, shall receive one (1) step increment on the salary schedule provided such movement if steps are negotiated for that year.

E. PAYMENT

52 week employees shall be paid in twenty-six (26) equal payments per year, one (1) every two (2) weeks beginning in September.

Each non-52 week employee shall be paid bi-weekly.

Any employee who is terminating his/her services and submits his/her resignation, in writing, to Human Resources shall be paid in full. Such payment shall be made according to the policy and procedure of the Business Office.

F. LONGEVITY

For the purpose of longevity, the number of years of service shall be earned on a fiscal year basis and computed once each year, as of June 30.

Longevity will be paid on a pro-rated basis for the amount of actual time worked during the fiscal year whenever an employee leaves the district (for example, retirement, termination, resignation, etc.) during the fiscal year. This amount will be included in the last paycheck.

Employees assigned to work less than full-time shall receive the above benefits pro-rated to their assignment. If a part-time employee becomes full-time, full credit shall be given for years worked as part-time. Longevity will be pro-rated if an employee retires during the year.

Longevity will be paid the first pay period in the month of July.

Each employee who has completed the number of years of service as hereinafter stated shall be paid the rate for longevity per annum as follows:

5 years	\$375
10 years	\$675
15 years	\$1225
20 years	\$1625
25 years	\$2550

The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or longer.

G. INSURANCE

INSURANCE BENEFITS

1. General Provisions

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

b. The insurance payment for medical premiums by the Board shall be:

1. Single person coverage: \$6,344.80
2. Two person coverage: \$13,268.93
3. Three of more person coverage: \$17,304.02

c. Medical premiums are paid on a fiscal year from July 1 through June 30

d. The annual amount paid shall be prorated for employees who start after July 1 and/or terminate before June 30.

e. Medical premiums from July 1 through June 30 are payroll deducted from 19 pays, beginning in September and ending in June.

f. Employees shall contribute annually an amount equal to the difference between the cost of the member’s elected medical insurance coverage level and the District’s annual toward the premium of July 1 through June 30. This shall be prorated for part-time employees who are less than full time, but work at least 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

GREOA		
Grand Rapids Educational Officers Association		
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, vision, life and LTD:

PAK A

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1350/ \$2700
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	ABC Rx Mail
Voluntary Abortion:	Excluded

Pak B

Cash in lieu: \$150 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
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Pak D

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1350/ \$2700
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.

a. 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

b. Vision:

<i>Co-payment - None</i>	<i>Participating Provider</i>	<i>Non-Participating Provider</i>
Examination Once Every Plan Year	Covered 100%	Reimbursed Amount Up to \$35 (OD) Up to \$45 (MD)
Lenses Once Every Plan Year	Covered	Up to \$38 Up to \$60
<ul style="list-style-type: none"> • Single Vision • Bifocal 		

<ul style="list-style-type: none"> • Trifocal • Lenticular • Oversized Lenses 		Up to \$72 Up to \$108 Not Covered
Frame Once Every Plan Year	Retail Allowance Up to \$65	Up to \$55
Contact Lenses Once Every Plan Year Elective Contact Lenses	In lieu of Lenses & Frame Up to \$115 Retail	In lieu of Lenses & Frame Up to \$115

F. 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.

G. 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 Predisability Earnings, reduced by Deductible Income.
Maximum Monthly LTD Benefit:	\$3,000 before reduction by deductible income.
Minimum LTD Benefit:	\$100 or 10% of your LTD benefit before reduction by Deductible Income, whichever is greater.
Benefit Waiting Period	60 days or the date your accumulated sick leave payments end, whichever is later.

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

I. CASH IN LIEU

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

J. HEALTH SAVINGS ACCOUNT

1. The Board will establish and maintain a Health Savings Account (H.S.A) for employees choosing the ABC Plan 1. If there is a difference between the actual July 1 three or more person ABC 1 Plan (PAK D) premium and amounts listed in listed in article 8, Section F.1.c, resulting in a savings to the District, the savings will be passed to the employee in his/her H.S.A account.

K. FLEXIBLE SPENDING ACCOUNT

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

Medical Spending Account
Dependent Care Spending Account

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

L. 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

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.

a. Payroll Deduction

The following payroll deductions will be available to employees and are strictly voluntary:

1. Annuity Programs approved by the Board
2. 457 – deferred income programs
3. Optional insurance premiums (including but not limited to medical, life/survivor and short term disability)
4. United Way
5. Student Advancement Foundation
6. MESSA and MEA Financial Services Programs
7. 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 monies involved.

M. TUITION REIMBURSEMENT

After 120 paid days 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 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 course(s) must be for college credit or workshop equivalent to college credit. In addition, employee shall be reimbursed for Community Education courses and workshops related to the employee's regular assignment. In all cases, the content of the course(s) must be work related and/or part of a formal degree program. The administration's judgment of relevancy is final and binding and is not subject to the grievance procedure.
2. Eligibility
 - a. The maximum number of hours eligible for reimbursement per year (September 1 through August 31) shall be nine (9) semester hours or twelve (12) term hours.
 - b. Tuition will be reimbursed based upon the actual charge per semester or term hour up to the actual rates of:

WMU, GVSU OR GRCC for full-time employee at the undergraduate rate, whichever is highest.
 - c. Approved courses must be completed with a minimum of a "C" to qualify for reimbursement.
 - d. Job related full-day workshops will count as a (1 credit course) for tuition reimbursement at the GRCC rate.
3. Reimbursement Procedures
 - a. Upon completion of an approved course or workshop, the employee shall complete a GRPS Tuition Reimbursement form. The completed form along with a copy of the earned grade or certificate of workshop completion 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.
 - c. The workshop reimbursement request must be submitted to the Benefits office for processing within 60 days of payment for the workshop.

N. LIABILITY INSURANCE

The Board currently provides not less than \$1,000,000 liability insurance for each employee during the time they are employed by the Board and acting within the scope of their assigned duties.

ARTICLE 11 - 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.

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

- 1) Family Medical Leave
- 2) ADA (American's 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

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
 2. the serious health condition of the employee's spouse, parent, or child
 3. the placement of a child for adoption or foster care
 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
 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
 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
 - 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 (American's 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 American's 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

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

6) Civil Duty Leave

a. Jury Duty

- 1. In the event an employee is summoned for jury duty during their scheduled work year, a paid leave of absence, not deducted from the employee's accumulated leave shall be granted for that purpose, provided he/she presents the summons to the Human Resources as far in advance as possible. He/she shall be at work all reasonable hours when not required at court.
- 2. Pay received from the court for jury duty in excess of five (5) days of service shall be reimbursed to the District with the exception of mileage.

b. Court Appearances District Related

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

c. Court Appearances Not Related to Work

- 1. 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) Leave for other purposes

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

1. 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.
2. 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.
3. During the career exploration leaves (internal or external), benefits will not accrue including years of service.
4. 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.

5. 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.

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

1. After submitting a written request and upon approval of the Superintendent, any non-probationary employee may be granted a leave without pay for serving in the Peace Corps. Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.

2. Non FMLA military leave for the employee, military qualifying exigency leave, or military care giver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.

3. Return

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

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

e. Short Term Leave

1. The leave is requested five (5) working days in advance of the beginning of such leave except in situations where the employee is prevented from doing so by conditions beyond his/her control.

2. The leave may not exceed ten (10) consecutive working days.
3. The leave, except in emergency situations, shall not fall during the first two (2) weeks of school nor the last two (2) weeks of school.
 - The day(s) will be granted on a “first-requested, first-granted” basis.
 - No employee may have more than (10) working days of short term leaves in any school year.
 - Benefits shall continue during such leave.
4. No employee may have more than one (1) short term leave in any school year.
5. A short term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for a number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.

B. HOLIDAYS

Employees who are absent the last work day before or the first work day after a holiday for which pay is granted, will not be paid for that holiday, except when absence is due to proven illness or injury. The paid holidays are:

School Year Employees

Labor Day
 Thanksgiving Day
 Friday After Thanksgiving
 Martin Luther King Jr. Day
 Spring Holiday
 Memorial Day

52-Week Employees

Labor Day
 Thanksgiving Day
 Friday After Thanksgiving
 Christmas Eve
 Christmas Day
 New Year’s Eve
 New Year’s Day
 Martin Luther King Jr. Day
 Spring Holiday
 Memorial Day
 Fourth of July

C. SCHOOL CLOSINGS AND NON-INSTRUCTIONAL DAYS

A. Non-Instructional Days and Other School Closings. On the days when school (District) is not in session, (not including winter, spring and summer breaks) any employee who is not

assigned to work and who wishes to be paid for the day shall have the choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the day.

B. School Closings for Emergency Purposes (Acts of God/Snow Days). In the event the District dismisses students and teachers after school has begun, office personnel shall be allowed to leave. If the employee wishes to be paid for any remaining hours in the day, they shall have the choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the remaining hours.

In the event school is canceled before it is in session, any employee who does not work and who wishes to be paid for the day shall have choice of using one of the following options: accumulated compensatory time or earned vacation or available personal business or accumulated leave (sick) time. Employees also have the option of not being paid for the day. Employees who work will receive their normal hourly wage for the hours worked.

C. State of Emergencies – (Declared by Federal, State or Local Officials). In the case of state of emergencies it is recognized that District buildings will not be accessible and employees will have the options as outlined in B above for compensation.

ARTICLE 13 - 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
 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.

ARTICLE 14 - STRIKES AND SANCTIONS

- A. During the term of this Agreement, neither the Association nor any person acting in its behalf nor any individual employee will cause, authorize or support, nor will any Association members take part in any strike (i.e., the concerted failure to report for duty or willful absence of an employee from his/her position or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the Employee' duties of employment) for any purpose whatsoever. It is further agreed the Association will not itself and will not request any other organization to place a sanction of any form on the District.
- B. The Association will not support the action of any employee taken in violation of this Article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Article.
- C. Willful violation of this Article by any employee or group of Employee will constitute just cause for discharge and/or the imposition of discipline or penalties.
- D. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing and any other remedies available at law, to seek injunction relief and damages against the Association.
- E. Violators of the terms of this Article shall forfeit all benefits as specified by the current contract while the member is under violation.

ARTICLE 15 - CALENDAR

The work year for Family Support Specialists shall be the school year plus five (5) days. The normal workweek in excess of the school year shall be five (5) working days consisting of forty (40) hours per week. The days of work prior to and following the school year for JROTC Officers shall be determined jointly by the immediate supervisor and Human Resources.

The work year for the 52-week JROTC Officer shall be 52 weeks per year. The normal workweek shall consist of forty (40) hours per week. When not performing official classroom duties the place of duty of the 52-week JROTC Officer will be assigned by the immediate supervisor.

A. VACATION

- 1. Each School Year employee is eligible for five (5) days of vacation per work year, non-accruable for subsequent years. Leaves for JROTC Officers must be approved forty-eight (48) hours in advance jointly by the immediate supervisor and Human Resources. Leaves for Family Support Specialists must be approved forty-eight (48) hours in advance by the immediate supervisor.
- 2. Two (2) days of unused vacation days will accrue to sick leave upon request by the employee.
- 3. Each 11-month JROTC employee is eligible for 7 days of vacation per work year. Vacation days are non-accruable for subsequent years. Leaves for JROTC Officers must be approved forty-eight (48) hours in advance jointly by the immediate supervisor and Human Resources.

4. Each 52-week employee is eligible for 15 days of vacation per work year. Vacation days are earned on a fiscal year basis and available for use in the next fiscal year. Vacation days are non-accruable for subsequent years. Vacation leaves must be approved forty-eight (48) hours in advance by the immediate supervisor.

B. ADDITIONAL WORK

Any employee requested by the administration to work in their regular assignment, beyond the work year (See Article 15.A.) shall be compensated at their regular hourly rate of pay.

ARTICLE 16 - MISCELLANEOUS

A. FAMILY SUPPORT SPECIALIST

Each Family Support Specialist driving his/her own vehicle to perform the functions of an employee, as assigned by the immediate supervisor, shall receive a mileage reimbursement at a minimum monthly rate per month from September through June, such monthly rate to be established by a periodic audit.

B. MILEAGE REIMBURSEMENT

Any employee who is required/requested to use their vehicle as a part of their assignment and/or job responsibilities shall be reimbursed per mile at the authorized rate. Actual mileage will be determined by measurement from the first location (reporting site) to subsequent location(s) during a given day. The distance from the last location of the day to another location that the employee may travel that is not work related shall not be included in the mileage.

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

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

The established rate shall be reviewed and updated on January 1, of each year per the IRS approved rates.

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

2. The District will pay a maximum of \$4250 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.
3. The items damaged or stolen are attachments to or are regular accessories of the automobile or personal equipment and/or materials used in District employment.
4. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
5. The damage was properly reported to the employee's supervisor immediately after discovery of the loss. In the case of unintentional damage by a student, the report will be made to the building administrator or supervisor immediately after discovery of the loss. The Auto Vandalism Reimbursement Form will be obtained from the building principals or the immediate supervisor.
6. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.
7. At least two (2) estimates from reputable local businesses shall be attached. The Auto Vandalism Reimbursement Form is available on Info Host
8. All reimbursement requests must be submitted with 60 days of payment for the damage.

D. UNEMPLOYMENT BENEFITS

Any bargaining unit member who collects unemployment compensation during the summer months (MESAC's "summer denial period") and who is recalled before the start of his/her normal work year so that he/she suffers no actual loss of district compensation shall be obligated to reimburse to the District the amount of unemployment compensation, upon the written request of the District. In this case, the bargaining unit member shall be offered the choice of repayment by either payroll deduction of the appropriate amount in equal payments over the entire year or direct payment to the District by September 30.

E. WAGE AND FRINGE BENEFITS 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 filling a new form with Human Resources.

F. COPIES OF AGREEMENT

Copies of this Agreement will be available on Info Host.

G. FINANCIAL EMERGENCY MANAGER

In compliance with PA 336, an emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE 17 - RETIREMENT BENEFITS

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

Qualifications for the \$50.00 payment:

- To qualify for the \$50.00 per day/year, whichever is greater, Early Notice payment, the employee must work through the end of his/her scheduled work year. This may vary by assignment. Official notification must be made to Human Resources.

and

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

Qualifications for the \$35.00 payment:

- Official notification to Human Resources after the 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/year shall be \$35.00.
- Employees wishing to retire before the completion of their last scheduled assignment date will upon official notification to Human Resources receive \$35.00 per day/year, whichever is greater.
- There shall be no payment for notification after an individual's last scheduled work day, (this may vary based on the individual's assignment).

General Guidelines

- Exceptions may be made in the case of extenuating circumstances. The decision regarding the validity of extenuating circumstances (for example, unforeseen illness, disability of the employee or an immediate family member, as defined in the contract or death of a spouse) shall be made by the Association President and the Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.
- Years of service: If the employee does not have sick time and has provided the District notice before his/her last scheduled work day he/she will receive \$50.00 per year for District service, whichever is the greater.
- The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.

Universal Service Credit

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

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 from 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

ARTICLE 18 - DURATION

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

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

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

**THE BOARD OF EDUCATION OF THE GRAND RAPIDS EDUCATIONAL
GRAND RAPIDS PUBLIC SCHOOLS OFFICER'S ASSOCIATION**

BY _____
Its President

BY _____
Its President

BY _____
Its Chief Negotiator

BY _____
Its Uniserv Director

APPENDIX A - ANNUAL SALARY RATES

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.

PAY INCREASES

In each succeeding contract year, the step and across-the-board increases shall be effective upon the first scheduled work day for the following school year (excluding summer assignments), unless otherwise negotiated.

SALARY SCHEDULE FOR JROTC OFFICERS

	School Yr JROTC	11 Month JROTC	52 Wk JROTC
Step 1	35,127	37,405	40,163
Step 2	36,089	38,438	41,371
Step 3	37,075	39,496	42,611
Step 4	38,098	40,527	43,888
Step 5	39,146	41,714	45,205
Step 6	40,227	42,871	46,559
Step 7	41,341	44,065	47,957
Step 8	42,489	45,296	49,397
Step 9	43,671	46,560	50,877
Step 10	44,890	47,865	52,404
Step 11	46,142	49,209	53,976
Step 12	47,433	50,590	55,594
Step 13	48,765	52,018	57,265
Step 14	50,135	53,381	58,859
Step 15	51,428	54,996	60,751
Step 16	52,999	56,554	62,573
Step 17	54,590	58,158	64,451
Step 18	56,039	59,811	66,385

JROTC officers will be placed on the above salary schedule based on a formula designed by the JROTC office for Personnel.

JROTC STIPEND

Each non 52 Week, JROTC Officer will receive an additional \$3000 stipend each year to cover additional training days and expenses. Each school year JROTC Officer, unless excused by the Director of Human Resources, shall attend all training days. The Director of Human Resources will approve the additional training days and expenses that are covered by this stipend. At the direction of the Director of Human

Resources, a JRTOC Officer will be required to submit documentation to verify the additional training days and expenses. Failure to attend any of the training days will result in a loss of one one-thousandth (1/1000) of their current step, for each hour of training missed.

In the event, the Department of the Army notifies the District of necessary salary changes for JROTC Instructors, the District will implement the changes at the end of the fiscal year in a lump sum payment and notify the Association of such changes. Such changes are not subject to the grievance procedure.

HOURLY PAY SCHEDULE FOR FAMILY SUPPORT SPECIALISTS

School Year Family Support Specialist

1. Bargaining unit members will be paid bi-weekly for hours worked and/or for holiday and other approved paid leave time within the district pay period. A schedule of pay periods and pay dates will be provided at the beginning of the school year.
2. The Human Resources Department and/or Payroll will meet with interested bargaining unit members to establish a payroll deduction to the Lake Michigan Credit Union or bank of choice for the purpose of establishing a vacation payroll account, which can be drawn during times outside of the bargaining unit members normal work year (i.e. Winter Break, Spring Break, Summer Break).

Step 1 \$19.61
Step 2 \$20.20
Step 3 \$20.81
Step 4 \$21.43
Step 5 \$22.07
Step 6 \$22.74
Step 7 \$23.42
Step 8 \$24.06
Step 9 \$24.85
Step 10 \$25.59
Step 11 \$26.35

For the 17-18 school year, family support specialists shall receive an off-schedule stipend based upon the following criteria:

Enrollment Incentive:

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

18-19 School Year

The Board will grant one step, and for those on the top step, the increase will be equal to the average percentage increase of the one step granted, effective July 1, 2018, if the following are achieved by June 30, 2018:

1. The District's school year 2017-18 actual blended count is at least 125 greater than the FY 2017-18 count used for budgeting purposes (16,926); and
2. The per pupil State foundation allowance for the 2018-19 school year is at least 1.3% greater than the per pupil State foundation allowance for the 2017-18 school year. As it relates to this condition, the actual state budget doesn't need to be officially signed by June 30, 2018.

DEGREE INCENTIVE

Each employee who has earned a BS or BA degree shall receive \$1250.00 per year above his/her regular salary step. Each employee who has earned a MS or MA shall receive \$1750.00 above his or her regular salary step. It is the responsibility of the employee to submit verification of the earned degree to the Human Resources Office in a timely manner.

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

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

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

2. **Reasonable suspicion.** Only reasonable suspicion testing shall occur; when it occurs it will be subject to the terms of this Agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **DOT or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training offered by the district, 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

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.

protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP). Employees may request a split sample test. The employee will pay for the analysis of the split sample test at the time of the request. If the analysis of the split sample is below the current N.I.D.A.-like threshold, the Board will reimburse the employee the cost and the test shall be considered negative.

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

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

To: _____

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

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

YOUR RIGHTS:

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

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.