

**AGREEMENT**

*between the*

**BOARD OF EDUCATION**

*of the*

**GRAND RAPIDS  
PUBLIC SCHOOLS**

*and the*

**GRAND RAPIDS  
ASSOCIATION**

*of*

**EDUCATIONAL OFFICE  
PERSONNEL  
(GRAEOP)**

**2021–2024**

**Official Copy**

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THIS AGREEMENT is made and entered into on the by and between the **GRAND RAPIDS PUBLIC SCHOOLS**, hereinafter referred to as the “Board,” and the **GRAND RAPIDS ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL/MEA/NEA**, hereinafter referred to as the “Association.”

## **PURPOSE OF THIS AGREEMENT**

### **A. AGREEMENT**

THIS AGREEMENT is made and entered into on this 1st day of July, 2021, by and between the BOARD OF EDUCATION OF THE GRAND RAPIDS PUBLIC SCHOOLS, a school district of a general power district hereinafter referred to as the “BOARD” or the “DISTRICT,” and the GRAND RAPIDS ASSOCIATION OF EDUCATIONAL OFFICE PERSONNEL, an incorporated association referred to as the “ASSOCIATION” or “GRAEOP.”

### **B. PURPOSE**

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

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## ARTICLE 1 – RECOGNITION

### Section 1. Association Recognized

The Board recognizes the Association as the sole and exclusive bargaining representative for all of the employees as hereinafter defined.

### Section 2. Definition of Employee

The term “employee,” when used in the Agreement shall refer to all employees employed in positions represented by the Association.

### Section 3. Positions in Association

- A. The Board recognizes the Association as the sole and exclusive bargaining representative for all employees in the Association. Employees in the Association shall include any employee whose principal responsibilities are office procedural such as secretary, clerk, receptionist, typist, data input operator, technical non-exempt, and any other regularly paid office personnel including temporary and part-time employees as hereinafter defined except the following who are excluded:
  - 1) Superintendent (1);
  - 2) Board of Education (1);
  - 3) Human Resources and Legal Services (1);
  - 4) Business Services (1);
  - 5) Managerial, professional and exempt positions.
- B. No credit toward seniority within the Association shall be given to employees for the time worked while in an excluded position.
- C. The parties agree that GRAEOP reserves the right to seek MERC unit clarification on any exempt positions during the life of the contract.

### Section 4. Negotiation with Association

The Board hereby agrees not to negotiate with any employee organization other than the Association with respect to the wages, hours, and other working conditions of the employees in the unit as defined herein for the duration of this Agreement. Provided that any individual employee may, at any time, present grievances and have them adjusted without intervention of the Association if the adjustment is not in violation of the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

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## ARTICLE 2 - EMPLOYEE RIGHTS

### Section 1. Association Rights

Pursuant to Public Employment Relations Acts (MCL 423) as amended as of the ratification and execution of this agreement, the Board hereby agrees that each employee shall have the right to organize, join and support the Association for the purpose of engaging in collective bargaining and other activities for mutual aid and protection or to refrain from such activities. As a 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, deprive, or coerce any employee in the exercise of any rights conferred by Act 379 or the laws of Michigan. The Board shall not discriminate against any employee with respect to hours, wages, or any terms of conditions of employment by reason of membership in the Association, participation, or non-participation in any activities in the Association or collective bargaining with the Board, or institution of a grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

### Section 2. Board Agenda

The association shall be recognized as part of the agenda of all regular board meetings.

### Section 3. Buildings and Equipment

The Association and its members shall have the right to use District building facilities and equipment at reasonable times and hours for employees. Use of the building will be scheduled through the building administrator. The Association may post Association notices on a bulletin board designated for such purpose Association use. The inter-school mail service and electronic mail may be used by the Association including regular delivery to the Association office. Email may only be used during non-instructional time or when employees are not providing services to student.

### Section 4. Uniserv Staff

The Association Uniserv Directors may have access to school facilities during normal school hours. During normal school hours, the initial contact in such buildings shall be with the school office to announce their presence and to sign in. The Uniserv Director's activity shall not interrupt classroom instruction or when employees are providing services to students.

### Section 5. Employee/Staff Meetings

At the conclusion of the administration portion of any regular employee/staff meetings, the association may make announcements.

### Section 6. Time Off for Scheduled Activities

Association representative members shall be allowed time off with pay during regularly scheduled working hours in order to conduct business scheduled with the Board.

In the event an employee of this unit is requested to conduct business scheduled during working hours, **they** shall notify their immediate supervisor (or designee) before **their** leaves and report to said supervisor upon returning. The District shall pay the employee at their

regular rate for reasonable time spent during their regular working hours. Time spent by the employee beyond regular working hours shall not mandate overtime payment. Time will be given for members to conduct Association business with representatives of the District's management staff or events of mutual concern.

**Section 7. Association Leave**

The District shall grant to the Association 100 hours per year of paid time to conduct Association business. (This does not include the District's portion of employees' retirement costs, which shall be reimbursed to the District pursuant to MCL 38.1371. If the Association fails to reimburse the District, each released employee will forfeit only the MPSERS service credit for the time the employee was released and there was no reimbursement by the Association.)

Additional hours may be provided. The allocation of Association Leave time must first be approved by the Association President using the approved Association Leave Form.

For all hours beyond the 100 hours, the Association shall reimburse the District at the substitute's hourly rate, if a substitute was obtained. If reimbursed by other sources, the time shall not be counted toward the 100 hours.

**Section 8. Employment Security**

Each employee may be disciplined in writing only (including disciplinary transfer or termination) by the Superintendent or designee for just cause or failure to perform the duties properly. No employee shall be transferred for disciplinary reasons, demoted or disciplined in writing or terminated without having an Association representative present prior to such action, if the employee so requests.

**Section 9. Freedom of Information Act**

- A. Employees shall have access to their personnel files during normal business hours at the District's main office in Human Resource Services not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
- B. The personnel file shall consist of (but not by way of limitation) the following: application for employment, letters of reference, other than those which are exempt from disclosure under law, employee performance evaluations, letters of recommendation, praise, or thanks; disciplinary materials, and letter of resignation.

The District agrees to notify the employee by telephone, e-mail or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawewski 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:

- 1) Race;
- 2) personal insurance information;
- 3) Social Security Number(s);

- 4) bank account information;
  - 5) credit union information;
  - 6) medical and/or psychological records, facts or evaluations if an individual's identity would be revealed;
  - 7) 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;
  - 8) 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);
  - 9) documents relating to closed tenure proceedings (except for documents containing public information), including the charges themselves (including exhibits, testimony, etc.), prior to a final disposition on the charges;
  - 10) any disciplinary information more than four (4) years old;
  - 11) unless the disclosure is required by law;
  - 12) any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki;
  - 13) student records or references to specific students as required by FERPA;
  - 14) evidence concerning authorization to work in the U.S.;
  - 15) employer references, as required under Bullard-Plawecki;
  - 16) educational transcripts;
  - 17) documents pertaining to current litigation involving the requesting party; or
  - 18) privileged attorney communications, opinions, and work products.
- C. Furthermore, the Employer agrees that any written documentation pertaining to discipline (including warning, reprimand, suspension, or discharge) will be entered into the Employee's personnel file no later than October 31 of the school year following the school year in which the discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Personnel Office, but not yet converted to microfiche, shall be considered to be a part of the personnel file.
- D. The parties recognize that this agreement is based on their best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.

#### **Section 10. Direct Deposit**

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

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## ARTICLE 3 - BOARD OF EDUCATION RIGHTS

### **Section 1. Responsibilities**

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.

### **Section 2. Authority**

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Grand Rapids Public Schools and that the Board has the necessary authority to discharge all of its responsibilities subject to laws above mentioned and to the provisions of this Agreement.

### **Section 3. Administrative Staff**

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to: the establishment of education policies; the construction, acquisition, and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion, and termination of employees; and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, 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.

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## ARTICLE 4 - COMMITTEES

### Section 1. Negotiation Committee

The District recognizes a negotiating committee not to exceed six (6) employees. The Association shall furnish the District a written list of the members of its negotiating committee. The District shall furnish the Association a written list of the members of its negotiating committee. The negotiating committees for the District and the Association shall represent the respective bodies in meetings for the purpose of collective bargaining. The members of the negotiating committee who are engaged in negotiations with the District during the work day shall be entitled to release time without loss of salary provided (this does not include the District's portion of employees' retirement costs, which shall be reimbursed to the District pursuant to MCL 38.1371. Negotiations may, at the discretion of the District, be conducted on off duty hours in an amount not to exceed one-half of the total negotiation 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.

### Section 2. Grievance Committee

The President of the Association or designee, the Grievance Chairperson or designee and the aggrieved employee shall be granted released time off with pay as is necessary to initiate and process grievances with the Administration and the Board. Arrangements for time off shall be made with the employee's immediate supervisor.

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## ARTICLE 5 - EMPLOYMENT

### Section 1. Part-Time Employees

Temporary or part-time employees are defined as those employees who work less than six and one half (6 1/2) hours per day but at least one-half day or more on a regular basis.

### Section 2. Employee Change of Status

Once per month, the District shall provide, in writing, to the Association, an excel file including the name(s) of all employees in the bargaining unit which includes current employment status of each employee and the status of all open positions.

### Section 3. Reduction in Force

The Board shall not reduce, eliminate, transfer, or otherwise reorganize any program or service to diminish the number of actively employed bargaining unit members without first providing notice to the Association.

### Section 4. Employment Qualifications

#### A. ATTENDANCE

Regular, predictable, and on-time attendance is an essential function of the employee's jobs. However, nothing in this provision shall in anyway prevent or deny an employee the right to make a valid claim or request for appropriate accommodations under the Americans with Disabilities Act (ADA) or any other applicable state or federal law. This provision also does not prevent an employee from exercising their rights to take appropriate leaves of absences specified in Article ten (10) of this agreement.

#### B. JOB DESCRIPTIONS

All jobs shall have a written description, which shall be reviewed or updated at least every two (2) years. Job descriptions shall be posted on the district's website and made available to current employees via InfoHost in order to facilitate the performance of duties.

#### C. EMPLOYEE HEALTH

- 1) Each employee shall possess and maintain sufficient good health (physical and mental) to adequately perform the essential functions of their respective duties to carry out their responsibilities.
- 2) Each employee of the Board may be required to obtain a Tuberculin skin test and/or chest x-ray prior to fifteen (15) days after the beginning of their date of employment. Such examination shall be free to each employee who reports to the designated place and at the time and place scheduled by the Board. Each employee receiving the Tuberculin test from the Board's designee must have the test read by the designee at the time and the place designated when the test was given. All other readings of the test administered by the Board designee shall be considered invalid and the test must be repeated. The results from other valid testing agencies will be accepted by the Board.

The frequency of such employee test shall be pursuant to the requirements made by the State of Michigan. Each employee who fails to comply with this requirement shall be considered to be not qualified for employment and shall be terminated.

- D. In cases where inadequate employment performance is believed to be the result of physical or mental disability and/or condition, the Superintendent or their designee may request an employee to obtain a physical, clinical, psychological or psychiatric examination. Expenses for any 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 by the appropriate administrator or by registered mail to the address on file with Human Resources.

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## ARTICLE 6 - RETIREMENT

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

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

### General Guidelines

- A. Exceptions may be made in the case of extenuating circumstances. The decision regarding the validity of extenuating circumstances (for example, unforeseen illness, disability of the employee or an immediate family member, as defined in the contract or death of a spouse) shall be made by the Association President and the Executive Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.
- B. The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.
- C. The designated beneficiary, or the surviving beneficiaries of any employee who dies and who has 10 or more years of service with the District and is eligible for retirement (per guidelines in Article 7, R, 1) shall receive all unused accumulated leave days based on the daily retirement rate of \$35.00 for accumulated leave time. If the employee's death occurs after complying with the early retirement notice requirement, the beneficiary shall receive \$50.00 per day rate.
- D. Special Pay Plan The payment for accumulated leave days or vacation days, if applicable, will be placed in a Special Pay Plan 403(b) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and Social Security Number. The employee may request from the authorized company a distribution in cash or self-direct the investment of their money.

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

For employees who are under age 55, and who, prior to their retirement notify payroll in writing that they will be withdrawing their funds in cash and have received the cash distribution form the

Special Pay Plan 403(b) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.

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## ARTICLE 7 - HOURS OF WORK AND OVERTIME

### Section 1. Work Week

The workweek for an employee shall be forty (40) hours per week unless otherwise specified by job description. The workday for an employee shall be eight (8) hours<sup>1</sup> per day unless otherwise specified by job description together with a 15-minute break in the morning and afternoon. Each employee shall be entitled to an unpaid lunch period away from the employee's office.

### Section 2. Regular and Overtime Pay

An employee shall be paid regular time up to forty (40) hours per week. When an employee is requested by their immediate supervisor and agrees to work overtime, overtime shall be paid at the rate of time and one-half for all hours worked over forty (40) hours for any one (1) week. No overtime shall be accumulated unless authorized by the employee's immediate supervisor.

### Section 3. Compensated Time

- A. Earning of Compensatory Time. Compensatory time is measured from the number of hours authorized for the position. Compensated time shall be accumulated at straight time up to forty (40) hours per week and at the rate of time-and-one-half for all hours worked over forty (40) hours per week. Compensatory payment or time shall be granted as determined by the immediate supervisor. No compensated time shall be accumulated unless authorized by the employee's immediate supervisor.
- B. During the year the amount of compensatory time an employee may accumulate with supervisor's prior approval shall be the limit set by the Fair Labor Standards Act (currently 240 hours – including hours at time-and-one-half).
- C. Year-end Carry Over. At the employee's option, compensatory time may be carried over from year to year only to the extent allowed by law or 40 hours, whichever is less.
- D. Position Change. Compensated time shall be utilized or converted to pay prior to transferring or changing positions to another department, location, or program.
- E. Upon termination, resignation, retirement, etc. the employee shall be paid all earned compensatory time.

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<sup>1</sup> The scheduled work hours including start and end times and breaks are determined by the supervisor. If the normal work day is different than 8 hours per day for a full-time 40-hour-per-week schedule, please notify Human Resources for assistance with the non-normal schedule.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### Section 1. Definitions

- A. Grievance: a claim by one or more employees of a violation of this Agreement, or improper interpretation or application of this Agreement
- B. Grievable event: the alleged violation of this Agreement.
- C. Aggrieved: the person(s) who alleges a violation of this Agreement.
- D. 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.
- E. 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.
- F. 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.
- G. Day(s): Bargaining unit member workdays.

### Section 2. Purpose

- A. 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.
- B. 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.

### Section 3. 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.

#### A. Level One

- 1) An employee may file an individual grievance, in writing, within fifteen (15) days of the grievable event.



- 2) 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:
  - (a) the aggrieved,
  - (b) principal or supervisor,
  - (c) the association’s grievance chair,
  - (d) the association’s MEA Uniserv Director, and
  - (e) the Director of Human Resources
- 3) Within five (5) days of the filing date, the principal or supervisor and/or their representative will meet with the aggrieved and/or the aggrieved employee'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.

C. Level Two

- 1) 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 A. 2., above, stating that the grievance is being moved to level two.
- 2) Within ten (10) days of receipt of a level two grievance, the director of human resources or their 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.
- 3) 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.

D. Level Three

- 1) 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.
- 2) 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.

- 3) 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.
- E. 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.

**Section 3. Grievance Hearings**

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

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## ARTICLE 9 - EMPLOYEE PROTECTION

### Section 1. Automobile Vandalism and Theft

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

- A. The employee is acting in the line of duty during their regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student or students.
- B. The District will pay a maximum of \$250 per incident or the cost of the repair; whichever is less, per fiscal year pending confirmation of repair.
- C. 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.
- D. The automobile was secured (windows closed, doors and trunk locked), except when the employee is transporting students.
- E. 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.
- F. The employee signs the claim form stating the damage and/or loss was to the best of their knowledge done while they were acting in the line of duty and their automobile was parked in the area designated as the parking area or that they were transporting a student.
- G. At least two (2) estimates from a reputable local business shall be attached.
- H. All reimbursement requests must be submitted within sixty (60) days of payment for the damage.

### Section 2. 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, the employee 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 they are 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, provided there is appropriate medical documentation that supports the time off duty. This provision does not include disease or illness, including but not limited to: colds, flu, conjunctivitis, measles, mumps, chicken pox, impetigo, or head lice. Illnesses shall be covered under the sick leave provisions of this contract. This provision does cover severe allergic reactions when it can be

demonstrated that contact with the student (perfume, smoke, etc.) was the cause of the allergic reaction. When Worker’s Compensation is paid, the Board shall pay the difference between the sum and the employee’s regular salary, not to exceed two (2) years. Should the injury to the employee be of such nature as to cause an inability on the part of the employee to perform the essential functions of their 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.

**Section 3. Property Damage**

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

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## ARTICLE 10 - LEAVES OF ABSENCE

### Section 1. General Rules

#### A. Application

- 1) 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 Childcare Leave must be made to The Standard Insurance Company (The Standard) via telephone or online at [www.standard.com](http://www.standard.com) not less than thirty (30) working days before commencement of the leave except under circumstances beyond the Employee's control.
- 2) Leave will not be considered until all supporting documentation is received. For medical leaves, a physician certification form must be submitted within fifteen (15) days of the request.

#### B. Grant or Denial

- 1) 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 Childcare leave will come directly from The Standard.
- 2) Certain leaves may be granted if it results in the return to work of an employee on layoff.
- 3) Notwithstanding B. 2) 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.
- 4) Notwithstanding B. 2) above, non-medical consecutive leaves may be granted at the discretion of the District.

#### C. Benefits During Leave

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

#### D. Duration

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

#### E. Notification of Return

- 1) Employee shall return to work upon expiration of their leave. An employee must notify, Human Resources, in writing, either that they 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.
- 2) 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.

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

F. Return

- 1) 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.
- 2) Upon Return from Leave
  - (a) 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.
  - (b) 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.

**Section 2. Leaves of Absence**

Leaves of absence may be granted for the following reasons:

1. Family and Medical Leave Act (FMLA)
2. American's with Disabilities Act (ADA) Leave
3. Personal Illness
4. Childcare Leave
5. Bereavement Leave
6. Civil Duty Leave
7. Educational Leave
8. Personal Business Leave
9. Leave for other Purposes
10. Military Leave

A. Family and Medical Leave Act

- 1) 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:
  - (a) the serious health condition of the employee; or
  - (b) the serious health condition of the employee's spouse, parent, or child; or

- (c) the placement of a child for adoption or foster care; or
  - (d) the birth of employee's son or daughter and care of the infant Child includes any individual under eighteen (18) for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child; or
  - (e) Qualifying exigency leave: eligible employees who are the spouse, son, daughter or parent of a military member may take up to twelve (12) weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces; or
  - (f) 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 twenty-six (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.
- 2) 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.
  - 3) The Board requires that FMLA leave be supported by certification from the employees or family member's health care provider. The employee shall have fifteen (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).
  - 4) 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.
  - 5) The employee must use all accrued paid leave days before they may go on unpaid status.
  - 6) 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:
    - (a) take leave for periods of a particular duration; or
    - (b) temporarily transfer to another position offered by the Board for which the employee is qualified.
  - 7) FMLA leave shall run concurrently with other applicable leaves of absence, if any.

- 8) 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.
  - 9) Seniority shall continue to accrue during the FMLA leave.
  - 10) 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.
  - 11) 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.
- B. American's with Disabilities Act (ADA) Leave
- 1) Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing their 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).
  - 2) A disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of that person.
  - 3) 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.
  - 4) 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.
  - 5) The employee must use all accrued paid leave days before they may go on unpaid status.
- C. Personal Illness Leave
- 1) An employee may request personal illness leave under the following conditions:
    - (a) The employee has a serious health condition, as defined by the FMLA, but does not meet the eligibility requirements for FMLA.
    - (b) 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.
    - (c) The employee does not have a serious health condition as defined by FMLA but has an illness or condition that requires them to be absent from work for more than 3 days.



- (d) 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 their regular salary for the period of absence from duty.
- 2) 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.
- 3) 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.
- 4) Personal illness leave shall not exceed one year (12 months).
- 5) Prior to return from personal illness leave, the employee shall present a medical release from their physician, if applicable, that they are 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.

D. Child Care Leave

- 1) 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.
- 2) 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.
- 3) 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.
- 4) 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.

E. Bereavement Leave

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

F. Civil Duty Leave

(a) Jury Duty

- (i) 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 they present the summons to

the Human Resources as far in advance as possible. The employee shall work all reasonable hours when not required at court.

- (ii) 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) District-Related Court Appearances

- (i) 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 they present the court order, subpoena or summons, if one is issued, to Human Resources as far in advance as possible. They shall be at work at all reasonable hours when not required at court.
- (ii) 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.
- (iii) Pay received from the court for witness fees in excess of five (5) days of service shall be reimbursed to the District with the exception of mileage.

(c) Court Appearances Not Related to Work

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

(d) Public Office

- (i) 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 (ii) below, the Board agrees to return ancillary staff to the same position held prior to the leave.
- (ii) If the employee is elected to the public office and it is necessary to discontinue their employment in the Grand Rapids Public Schools in order to fulfill the requirements of their political office, they 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.

G. 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:
  - (i) 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 they were 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 they were a full-time participant in the study program.

- (ii) 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.

H. Employee Personal /Business Leave

- 1) 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 their accumulated sick time.
- 2) The application shall be made on the short-term absence request form provided by the Board and processed according to administrative rules.
- 3) 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.
- 4) This leave shall not be utilized for vacation, recreational, and/or hunting and fishing purposes.
- 5) 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 their designee).
- 6) Unused days will accumulate as accumulated sick days.
- 7) Employees may sell back one (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.

I. Other Leaves

1) 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.

2) Religious Holiday Leave

An employee may use two (2) sick days for religious observances if they have 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.

3) Career Exploration Leave

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

- (b) External Career Exploration Leaves: Upon application, the District will consider granting a leave of absence for up to one (1) calendar year to an employee for the purpose of career exploration pursuant to the following conditions:
    - (i) The external position is not the same or equivalent to a current Association or bargaining unit position
    - (ii) The employee's employment record over the last four years has been satisfactory
    - (iii) The supervisor recommends the career exploration.
  - (c) During the career exploration leaves (internal or external), benefits will not accrue including years of service.
  - (d) Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit if an employee returns to the bargaining unit position, their former seniority shall be reinstated.
  - (e) If a career exploration leave is granted, the following conditions apply to the employee upon exploration of the leave:
    - (i) The employee must notify Human Resources within 30 days of the end of the leave of their intent to return to the bargaining unit position.
    - (ii) The employee must successfully bid into an open/available bargaining unit position – a position will not be held for the employee.
    - (iii) If the employee does not successfully bid into an Association or bargaining unit position within six (6) months of their scheduled return date, they will be considered to have resigned.
- 4) Peace Corps, Military Leave (Non-FMLA Qualifying)
- (a) After submitting a written request and upon approval of the Superintendent, any non-probationary employee may be granted a leave without pay for serving in the Peace Corps, Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.
  - (b) Non-FMLA military leave for the employee, military qualifying exigency leave, or military care giver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.
  - (c) Return  
Employees who are returning from military leave must give notice of intent to return to work according to the following guidelines:
    - (i) For service less than thirty-one (31) days, the employee must return to work five (5) working days after release from service.
    - (ii) For service of more than thirty (30) days but less than one hundred eighty-one (181) days, the employee must provide notice of intent to return within 14 days of release from service.
    - (iii) For service of more than one hundred eighty (180) days, the employee must provide notice of intent to return within ninety (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.

5) Short-Term Leave

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

6) Worker’s Compensation

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

During the first nine (9) months an employee is qualified for workers’ compensation, there shall be no interruption in benefits (health/medical insurance, dental and vision reimbursement and death benefit).

Following the nine (9) months of disability, seniority within the bargaining unit is the only benefit that will continue to accrue; all other benefits will cease. If the employee is still disabled at the end of the nine (9) month period, they may, at the employee's expense continue health/medical, dental and vision coverage for a period not to exceed the time allowed by the Federal Law known as COBRA.

**Section 3. Accumulation of Leave Days**

- A. Accumulated leave will not be granted during the first 120 paid days of employment with the District. At the completion of the first 120 paid days of active employment, an employee will have the appropriate number of days (hours) credited to their accumulated leave time

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

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

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## ARTICLE 11 - HOLIDAY PAY

### Section 1. Holiday Pay

Each full-time active employee shall be paid for one (1) day's pay according to hours normally worked. Part-time and temporary active employees shall be entitled to a pro-rata share of holiday pay based upon the number of hours normally worked, not to exceed 8 hours in a day.

### Section 2. Working Before and After

In order to receive pay for a holiday, an employee shall work no less than thirty (30) days prior to the holiday and shall work the last scheduled workday before and the first scheduled workday after such holiday. This section shall not apply when there is proven paid illness or paid injury or when a holiday falls within an employee's paid vacation.

### Section 3. Holidays

#### A. 52-Week Employees

- Independence Day
- 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

#### B. Non 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

### Section 4. Saturday and Sunday Holidays

If a holiday falls on Sunday, the employee shall have Monday off with pay providing school is not in session on Monday. If it is in session, Sunday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Sunday holiday in addition to pay earned for the time the employee worked during the holiday week.

If a holiday falls on Saturday, the employee shall have Friday off with pay, providing school is not in session on Friday. If it is in session, Saturday shall be the holiday and each eligible employee shall receive one (1) day's pay for the Saturday holiday in addition to pay earned for the time the employee worked during the holiday week.

**Section 5.      Holiday Pay-Working**

If an employee is required to work on any scheduled holiday, such employee shall be paid at the employee's hourly rate times one and one-half plus holiday pay, if eligible for same.

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## ARTICLE 12 - VACATIONS

### Section 1. 52-Week Employees (260 + Earning Days)

Each 52-week employee shall, after the completion of one (1) year of employment be entitled to paid vacation time, July 1 of each year. Vacation time is calculated on a fiscal year, July 1 to June 30, every year.

- A. Earned Vacation. Each employee employed for less than one year shall earn one day for each five weeks of continuous employment not to exceed nine days. This first-year entitlement is to be used after July 1 of the subsequent year. After completion of the first (1<sup>st</sup>) seventh (7<sup>th</sup>), fifteenth (15<sup>th</sup>) and twenty-fourth (24<sup>th</sup>) years, vacation shall be earned as follows:

1 year - 7 years = 10 days  
 8 years - 15 years = 15 days  
 16 years - 24 years = 21 days  
 25 years and over = 24 days

- B. Use of Vacation. Vacation earned during any given fiscal year must be taken during and before the end of the next fiscal year with the following exceptions:
- 1) Each 52-week employee shall be able to carry over unused vacation to the next fiscal year, if desired, with the approval of their supervisor. The employee shall be responsible to inform payroll, in writing, via the immediate supervisor, no later than June 1 of each year, when exercising the above option. Any days extended into the next fiscal year and not used by the end of that fiscal year will be forfeited.
  - 2) In the event an employee does not choose the carry over option and/or does not use all of their earned vacation days by the end of the fiscal year, the unused days, not to exceed five (5) days, will be credited to the employee's accumulated personal leave bank, all other vacation days will be forfeited.
- C. Scheduling. An employee shall arrange for vacation with the immediate supervisor. If there is more than one (1) employee desiring to take a vacation at a particular time, preference shall be given according to seniority among the GRAEOP employees.
- D. Pay. Each employee shall be paid their current base hourly rate, and shall receive vacation pay for the same number of hours per pay as corresponds to their daily schedule at the time of their vacation
- E. Termination. Upon the severance of employment, the employee shall be paid for all accumulated unused vacation time, except when the employee is dismissed for cause. Payout of vacation days due to retirement will be paid according to the language in Article 6 of this agreement. Vacation days will not be paid out at any other time.

### Section 2. Non 52-week employees (less than 260 earning days)

- A. Vacation for employees working a less than 260 earning day calendar: Vacation for non 52-week employees may, with administration's approval, be taken as follows:

Each non 52-week employee shall, after the completion of one (1) year of employment be entitled to paid vacation time, July 1 of each year. Vacation time is calculated on a fiscal year, July 1 to June 30, every year.

- B. Earned Vacation. Each employee employed for less than one year shall earn one day for each five weeks of continuous employment not to exceed nine days. This first-year entitlement is to be used after July 1 of the subsequent year. After completion of the first (1st), seventh (7th), fifteenth (15th) and twenty-fourth (24th) years, vacation shall be earned as follows:

259 to 227 earning days

1 year - 7 years= 8 days  
8 years - 15 years= 13 days  
16 years - 24 years= 19 days  
25 years and over = 22 days

226 or less earning days

1 year - 7 years= 6 days  
8 years - 15 years= 11 days  
16 years - 24 years= 17 days  
25 years and over = 20 days

- C. Scheduling. An employee shall arrange for vacation with the immediate supervisor. If there is more than one (1) employee desiring to take a vacation at a particular time, preference shall be given according to seniority among the GRAEOP employees.
- 1) Up to five (5) earned days may be taken during the school year but not consecutively.
  - 2) In addition, earned days beyond the five days mentioned above may be consecutively taken during school vacations, i.e. spring and winter break and on non-instructional days, when the employee is not scheduled to be present at work and is not otherwise compensated.
  - 3) The remaining days that have not been taken shall be paid on the first payday in July. Each employee shall be paid their current base hourly rate and shall receive vacation pay for the same number of hours per pay as corresponds to their daily schedule at the time of his/her/their vacation.
- D. Transfer of Vacation. Non-52-week employees transferring to a 52-week position shall have their earned vacation placed into her/his vacation bank.
- E. Termination. Upon the severance of employment, the employee shall be paid for all accumulated unused vacation time, except when the employee is dismissed for cause. Payout of vacation days due to retirement will be paid according to the language in Article 6 of this agreement. Vacation days will not be paid out at any other time other than what is mentioned In Section 2 of this article.

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## ARTICLE 13 – INSURANCE BENEFITS

### Section 1. General Information

#### A. General Provisions

- 1) 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.
- 2) The insurance payment for medical premiums by the Board shall be:

2021

Single person coverage: \$6,818.87

Two-person coverage: \$14,260.37

Three of more person coverage: \$18,596.96

For January 2022

Single person coverage: \$7,304.51

Two-person coverage: \$15,276.01

Three of more person coverage: \$19,921.45

For the length of this contract the district will increase  
the hard cap to the extent of the law.

- 3) Medical premiums are paid on a fiscal year from July 1 through June 30.
- 4) The annual amount paid shall be prorated for employees who start after July 1 and/or terminate before June 30.
- 5) Medical premiums are payroll deducted from twenty-one (21) pays, beginning in September and ending in June to pay for July 1 through June 30 premiums.
- 6) 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 (32.5 hours), but work at least 50% (16.5 hours), or late start members.
- 7) An employee assigned to a position which is less than 35 hours per week but at least ½ time (16.5 hours per week), shall be eligible to receive a pro-rated health only rate at the level of coverage needed by the employee (single, two-person, three or more people).
- 8) 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.

B. Eligibility

GRAEOP		
Grand Rapids Association of Educational Office Personnel		
Eligibility	Hours Worked	FTE
CIL, M,D,V, L, LTD	32.5	1.0
CIL, M (prorated)	29.5	0.9
CIL, M (prorated)	26	0.8
CIL, M (prorated)	22.75	0.7
CIL, M (prorated)	19.5	0.6
Low 16.5 FTE None	Cash in Lieu	16.5
<b>M</b>	Medical	
<b>D</b>	Dental	0.3
<b>V</b>	Vision	
<b>L</b>	Life	
<b>LTD</b>	Long Term Disability	

- 1) Employees are eligible for benefits beginning on the 90th day following the date of hire. In the event that the 90th day is during a non-work time of year, then the benefit eligibility date will be the first day that the employee returns to work.
- 2) All benefits changes will become effective the first of the month following the change in employment status.
- 3) Each eligible employee and their eligible dependent(s) as defined by the underwriters are to assure insurance coverage for the full period covered by this Agreement.

Benefit Eligibility							
	Employee	Spouse	*Child under 19	Child between the ages of 19 and 26	Full Time Student between the ages of 19 and 25	Full Time Student between the age of 25 and 26	Disabled Child over the age of 26
<b>Medical Insurance</b>	x	x	x	x	x	x	x
<b>Dental Insurance</b>	x	x	x	x	x	x	x
<b>Vision Insurance</b>	x	x	x	x	x	x	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.							

C. Benefits Plans

1) Members may select one of the following benefit plans:

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

Medical:	N/A – Cash In Lieu of Medical \$3,000 each calendar year
IN Deductible:	N/A
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	N/A
Voluntary Abortion:	N/A

PAK C

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

PAK D

Medical:	MESSA ABC Plan 1
IN Deductible:	\$1350/\$2700
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	ABC Rx Mail
Voluntary Abortion:	Excluded

PAK E

Medical:	MESSA ABC Plan 2
IN Deductible:	\$2000/\$4000
IN Coinsurance:	N/A
IN Copay (OV/UC/ER):	N/A
Rx Coverage:	ABC Rx
Voluntary Abortion:	Excluded

D. Non-Medical Benefits:

- 1) 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.
- 2) Children or unmarried full-time students between the ages of 19 and 25 are eligible for both Dental and Vision options.
- 3) Dental:

Class I:	50%	
Class II:	50%	
Class III:	50%	
Annual Max:	\$1,500	
Class IV:	50%	
Class IV/ Lifetime Max:	\$1,000	

- 4) Vision:

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

- 5) Long Term Disability:

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

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

6) Life Insurance and Accidental Death and Dismemberment: \$40,000

7) PAK B with Cash in Lieu (employees working 50% or more)

Employees electing cash in lieu must certify they have medical coverage elsewhere. Cash in Lieu total yearly amount of \$3,000 (paid September through June) 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.

8) Health Savings Account

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

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

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

9) Flexible Spending Account

(a) 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

(b) These accounts allow an employee to set aside tax-free dollars to pay for IRS approved medical related expenses and dependent care expenses.

(c) The flexible spending accounts for medical (health/dental/vision) reimbursements are only available to those employees not enrolled in the High Deductible Health Plan.

(d) A Dependent Care FSA will be available for childcare expenses for all eligible employees regardless of their medical plan choice.

10) Optional Benefits

(a) All optional benefits elected by an employee shall be paid through payroll deductions.

(b) Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.

(c) Optional benefits shall be made available to all benefit eligible employees through as follows:

- (i) Basic Term Life Coverage
- (ii) Supplemental Term Life Coverage
- (iii) Accidental Death and Dismemberment Coverage
- (iv) Dependent Life Insurance
- (v) Survivor Income Coverage
- (vi) Short Term Disability Insurance

## E. Other Provisions

- 1) 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 at the contribution level, for twelve (12) months from the date of disability. If the employee is still disabled after twelve (12) months, they may, at the employee's cost, continue insurance benefits through COBRA.
- 2) 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.
- 3) The Board shall be responsible for providing insurance information to employees that is made available to the Board by the provider.
  - (a) 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.
  - (b) 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 their 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.

## F. 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.

**Section 2. Tuition Reimbursement**

After six (6) months of continuous full-time employment each employee shall be entitled to tuition reimbursement provided that they are not eligible for tuition reimbursement from another source(s) according to the following:

A. Course Approval

- 1) A Grand Rapids Public Schools Course Approval Application Form shall be completed by the employee and submitted to the District's Benefits Office at least ten (10) days prior to the beginning of the course.
- 2) Such courses must be for college credit or workshop equivalent to college credit. In addition, employees shall be reimbursed for Community Education courses related to the employee's regular assignment. In all cases, the content of the courses must be work-related and/or part of a formal degree program. The District's judgment of relevancy is final and binding and is not subject to the grievance procedure.

B. Eligibility

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



9 semester hours or 12 term hours

- 2) Tuition will be reimbursed based upon the actual charge per semester or term hours up to the actual rates of:

WMU, GVSU or GRCC for a full-time employee at the undergraduate rate, whichever is highest.

- 3) Approved courses must be completed with a minimum of a “C” grade to qualify for reimbursement.

C. Reimbursement Procedures

- 1) Upon completion of an approved course, the employee shall complete a Grand Rapid Public Schools Tuition Reimbursement form. The completed form along with a copy of the earned grade and proof of payment for the course shall be submitted to the Benefits Office for processing.
- 2) The District shall process the claim according to its policies and procedures in effect for all other billings.
- 3) Job-related, full-day workshops will count as a (1-credit course for tuition reimbursement at the GRCC rate. The workshop reimbursement request must be submitted to the Benefits Office for processing within 60 days of payment for the workshop.

**Section 3. Payroll Deduction**

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

- a. Annuity Programs approved by the Board
- b. 457 – deferred income programs
- c. Optional insurance premiums (including but not limited to medical, life/survivor and short-term disability)
- d. United Way
- e. Student Advancement Foundation
- f. MESSA and MEA Financial Services Programs
- g. 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.

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## ARTICLE 14 - VACANCIES AND TRANSFERS

### Section 1. Vacant or New Positions

The Board shall notify the employees by e-mail bulletin of all newly created and vacant positions which fall within the classification of employees covered by this Agreement as well as those positions listed in Article 1, Section 3. When vacancies are posted no later than noon on the first business day of the work week employees may notify the Department of Human Resources of interest in a position no later than the end of the 4<sup>th</sup> business day of the work week. Such notice shall be in writing or e-mail.

If an employee meets the qualifications as listed in the position's job description, such employee applying for said position shall be given preference over any person not an employee. If more than one employee applicant meets the posted qualifications, the Board shall consider the following (this list is not in priority order):

- the applicant's training;
- the applicant's experience including prior experience in a similar building or assignment;
- the applicant's performance history, attendance and punctuality are part of an applicant's performance history;
- the applicant's additional education appropriate for the position.

Attendance information will be reviewed one (1) year back. If there is an attendance/punctuality concern that Human Resources needs to be aware of, the applicant should provide an explanation with their bid form.

Where considered factors are equal, the most senior applicant who meets the qualifications will be selected.

Employees currently on a formal Individualized Development Plan (IDP) are not eligible to be awarded a new position until successful completion of their IDP unless approved by the District and the Association.

The Board will use interviews and a standardized testing process administered by Human Resources to assist in determining the qualifications of applicants. The same test will be administered to all applicants for the same position. Once an employee has taken and passed a test for a specific level, the results of that test shall be valid for 3 years. If the employee is applying for a lateral transfer, the employee shall not be required to re-test. Should the District believe that a position requires additional specialized skills; the District and the Association shall determine what additional testing is appropriate for that position, and those applicants applying for a lateral transfer shall only be required to take the additional test.

Any employee, who has applied for any position with the District and has not been selected, may request and shall be given specific reasons, in writing, within five (5) working days of the decision.

### Section 2. Job Sharing

Two (2) employees may agree to share one (1) position with written approval of the immediate supervisor and Human Resource Services.

The employees will both assume the classification of the position. The employees must agree to accept full-time employment in the event the other employee in the shared position terminates employment.

In the event that a job-sharing situation is deemed unworkable by the immediate supervisor with one month's prior notice, the employee who originally held the position when the job sharing began will be offered the position full-time. If, however, the original employee does not accept the full-time position, it will be offered to the other job-sharing employee. If both employees decline the offer of the position, it will be posted as a full-time position per Article 14, Section 1.

A leave of absence without pay shall not be available to one (1) employee unless: (a) the other employee agrees to assume the position full-time, or (b) an acceptable alternative is available, or (c) the employee is disabled. (In this event, the job share partner will be required to assume the position full-time unless an acceptable alternate is available.)

In the event of a layoff, the employee not laid-off has the option of (a) or (b) above.

Both employees agree to participate fully in required functions of the position such as evening work or other duties assigned by the Administrator.

Both employees will be allowed insurance coverage pursuant to Article 13.

Both employees will sign a Job Share Agreement with a beginning and ending date that will be retained in the Human Resources Office and shall be considered for renewal upon the recommendation of the immediate supervisor of the employees.

### **Section 3. Promotion**

Promotion shall mean an upgrading of an employee's classification in a present or new position. It is the desire of the parties that promotions be made from the positions represented by the Association.

### **Section 4. Voluntary Transfer**

- A. Voluntary transfer shall be in accordance with Article 14, Section 1. The job qualification period for voluntary transfer shall be in accordance with Article 14, Section 8. An employee shall be eligible for no more than one voluntary lateral transfer within a twelve (12) month period. Promotional transfers may occur no more than twice within a twelve-month period. A newly hired GRAEOP employee on probation is not eligible for a lateral transfer or promotion.
- B. Regardless of the restrictions in A. above, any employee working at a satisfactory level may be eligible for a lateral transfer or promotion in the event an external candidate would otherwise fill the position.
- C. The transfer of an unsatisfactory employee may only be done with approval from Human Resources.

### **Section 5. Training**

- A. Any employee transferring to a new position may be asked by the administration to train their replacement for up to 40 hours.
- B. Any employee hired or transferring to a new position will be provided training pertinent to the assignment. The scope and manner of the training will be determined by the Board.
- C. No employee will be directed or expected to provide medical services to students, including the distribution of medications, until the employee has received the minimum recommended

training per Board Policy. In addition, GRAEOP employees who provide medical or health services shall receive refresher training.

#### **Section 6. Job Qualification Period**

- A. The job qualification period for a current GRAEOP employee who has transferred from one position to another shall be sixty (60) workdays unless extended by the Board for an additional time due to performance concerns. During the sixty (60) workday periods, the employee shall have at least one (1) evaluation conference with the immediate supervisor and shall receive a signed evaluation. If it is determined that there are performance concerns, the job qualification period will extend another sixty (60) workdays and another evaluation conference will be held. Only a copy of the final evaluation will be placed in the employee's personnel file.
- B. The probationary period for a new GRAEOP employee shall be for one-hundred-and-twenty (120) workdays unless extended by the Board for an additional time. During the one-hundred-and-twenty (120) work day period, the employee shall have at least two (2) evaluation conferences with the immediate supervisor; an informal evaluation at the completion of three months and a formal evaluation at the end of one-hundred-and-twenty (120) work-days. At the completion of the one-hundred-and-twenty (120) workdays a written evaluation, signed by the immediate supervisor and the employee shall be placed in the employee's personnel file.

#### **Section 7. Evaluation**

- A. Evaluations for non-probationary employees shall take place by May 31, each year using the evaluation form mutually agreed upon by the Association and the District.
- B. At any time, the quality of the work of an employee is deemed unsatisfactory; such employee shall receive a written communication from the immediate supervisor. The Association shall be furnished a copy of any written warning, reprimand, suspension, or dismissal at the request of the employee.
- C. Any time, an employee receives either an unsatisfactory annual evaluation (section A) or a written communication that the employee's work is unsatisfactory (section B); the supervisor will provide the employee with a written improvement plan. It will describe the actions the employee must take to improve, with timelines for achievement of the actions. It will also describe the steps the District and the immediate supervisor will take to assist the employee in the improvement. The plan will include adequate time to provide needed training of the employee. The plan must be reasonable and achievable within the time frames indicated. It will include regularly scheduled meetings between the employee and the supervisor to discuss the employee's progress. Employees will not be expected to undertake improvement activities on their own time or at their own expense. Except in the case of probationary employees, the improvement plan will last a minimum of sixty (60) workdays.
- D. At the conclusion of the improvement plan, the immediate supervisor will provide the employee with a written summary of the employee's progress under the plan. It will include a summary statement in which one of the following conclusions is provided:
  - 1) The employee has successfully completed the plan of improvement and is considered satisfactory;

- 2) The employee has made progress under the plan and will be retained subject to a new or continued plan of improvement;
  - 3) With the prior approval of Human Resources and GRAEOP, the employee will be transferred to an available GRAEOP position at the appropriate rate of pay for the position (provided the employee has the necessary qualifications); or
  - 4) The employee has not made progress under the improvement plan and is recommended for termination.
- E. In the event an employee receives an unsatisfactory evaluation; they will have the right to a waiting period of forty-eight (48) hours before signing the unsatisfactory evaluation for the purpose of consulting with an Association representative.

**Section 8. Termination**

- A. Any employee who is terminated shall receive at the discretion of the Board two (2) weeks' notice or two (2) weeks' pay except for those employees on probation.
- B. Any employee terminated for misconduct shall not receive payment or time as outlined in A, above.

**Section 9. Layoff and Recall**

In the event the Board determines that it is necessary to reduce the number of employees, the Board shall notify the employees to be laid-off in writing at least ten (10) working days prior to the effective date of layoff. Written notice shall either be via personal delivery or through U.S. Mail. Employees shall be laid off in inverse order of seniority within the Association. A laid-off employee shall be maintained on a seniority recall list for a period of one year. Employees shall be recalled in inverse order of layoff provided the employee as determined by the administration, (grievable to Level 2), possesses special knowledge and/or skills required for the position to be filled. If an employee fails to report to work within five (5) working days after being notified of recall by U.S. Mail, mailed to the address currently on file in Human Resources, a second notice by Certified Mail shall be sent. If the employee does not respond, they may be terminated unless the time to report is extended by mutual agreement of the employee and the Human Resource Services Administrator.

In the event positions remain unfilled after the open posting, laid-off employees shall be recalled in inverse order of layoff provided the employee, as determined by the administration, possesses special knowledge and/or skills required for the position to be filled. The administration will use the qualifications skill questionnaire and testing if appropriate, to assist in determining knowledge and/or skills needed for placement. Employees who are laid-off may not bid on positions until they are recalled.

**Section 10. Forced Transfer**

A forced transfer employee is identified as one, whose position has been eliminated, is substantially reduced, or whose duties have been substantially changed.

The District will deliver written notices to employees who are in a position which is being eliminated or reduced (forced transferred) via e-mail and through U.S. Mail ten (10) days prior to implementation.

If an employee is in a position which is being eliminated or reduced (forced transferred) and based on their seniority they will be laid-off, the layoff supersedes the forced transfer.

At a date to be determined each year, all employees who have received forced transfer notices, shall receive notice of a special closed posting which will be open for bids. After May 1, all new or vacated positions shall be held for the special closed posting if the District has determined that forced transfers are likely to take place. Forced Transferred employees will be required to bid on open positions posted during this special closed posting. Forced Transferred employees must bid on at least one position for which they are qualified. Failure to do so will cause the employee to be placed in an available position and forfeiture of their forced transfer rights to maintain pay under this section. The administration will use the qualifications and skill questionnaire and testing if appropriate, to assist in determining knowledge and/or skills needed for placement. (See Article 14 Section 1 regarding qualifications.)

When members of the Association are deemed as “Forced Transfer” these employees will have priority placement in order of seniority over voluntary transfers.

A forced transfer employee shall be offered any vacant position and placed according to seniority, special skills and knowledge without regard to classification.

A forced transfer employee shall not sustain a reduction in hourly wages when there is a comparable position available unless the reduction is voluntary.

A forced transfer employee shall be permitted to carry-over all earned compensatory time from the old position to the new position. In the event a comparable position is not available, the forced transfer employee's present hourly wage will continue for one year or until granted a voluntary transfer, whichever is first.

A forced transfer employee may not be terminated for refusing to accept a non-comparable position and shall maintain their status on the seniority recall list for a period of one year. After one year, if the employee has not returned to a bargaining unit position, then the employee will be terminated from GRAEOP. If the employee is not assigned in the District to another (non-bargaining unit) position, then the District's obligation to the employee shall terminate.

In the event of a forced transfer, the Board shall provide a maximum of 40 hours of relevant technical training. Such training will be made available by Board approved provider.

If an employee is forced transferred and placed following the collective bargaining agreement guidelines (closed posting), the employee shall be provided the right to transfer to another position without loss or reduction of pay grade/level should it become apparent within twenty (20) workdays that the actual job is substantially different from the posted job description.

In this event, a forced transfer employee who is awarded a position which within twenty (20) workdays is found to be substantially different<sup>2</sup> shall be allowed to bid into another position

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<sup>2</sup> Substantially different is defined as one of the following conditions: 1) the position is moved to different department or division than the one posted; 2) The position reports to a different supervisory position (not person) than the one posted; 3) There is a different office configuration. For example, there are fewer or more secretarial positions in the office than at the time of posting (leaves of absences, vacations or other employee leaves do not apply); 4) Any other conditions which GRAEOP and GRPS agree constitutes “substantially different.”

After the special closed posting, all remaining vacancies shall be posted in an open posting. All GRAEOP employees without a layoff notice shall have the right to bid on these open positions. The contract language regarding movement and postings shall apply.

The association shall be notified of any position eliminated.

### **Section 11. Job Reclassification Process**

- A. An employee can apply for reclassification at any time with the following exceptions:
  - 1) An employee newly hired from outside the bargaining unit into a position must work at least six (6) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
  - 2) An employee who was previously in the bargaining unit and who transfers back into a GRAEOP position must work at least six (6) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
  - 3) An employee who is currently in the bargaining unit and who transfers into a position must work at least three (3) months in the position before applying for reclassification, unless the reclassification request is part of a group submission.
  - 4) An employee who has applied for reclassification and has been denied must wait at least three (3) months after exhausting the appeal procedure before re-applying for reclassification.
- B. The employee who wishes to apply for reclassification must use the approved job analysis form, which is available from Human Resources and on info host. The employee shall complete the survey instrument and the supervisor shall sign that they agree. If the supervisor does not agree with the document as completed by the employee, the supervisor shall meet with the employee and discuss any concerns. The job analysis document should be updated at this point. If at that point the supervisor and the employee do not agree on the contents of the document the supervisor shall submit the document but note the disagreements on the job analysis document in the appropriate areas.
- C. Upon receipt of the completed survey form, four trained scorers shall score the survey. (Two will be management representatives and two will be association representatives.) Scorers will not score their own positions or positions that report to them. To the greatest extent possible, any and all notations on the survey instrument that would indicate who the applicant is will be redacted prior to the scorers receiving the survey to score.
- D. Within thirty (30) working days of Human Resources receiving the completed reclassification survey, the employee shall be informed in writing (or email) of the results.
- E. In the event the position is found to warrant a pay upgrade, the employee shall receive the upgrade retroactive to the date the request was received by Human Resources. The employee will be placed on their current step in the higher pay category.
- F. If a supervisor believes that a position's duties have been significantly reduced and the position's pay level should be reviewed, the supervisor may submit a reclassification document for review by the committee. Within thirty (30) working days of Human Resources receiving the completed reclassification survey, the employee and supervisor shall be informed in writing (or e-mail) of the results. In the event the reclassification process shows that the position is found to be in a lower pay category, the employee shall be given written

notice that the position's pay grade will be lowered. However, the employee shall be allowed to remain in the position on the current pay scale for six (6) months from the date of the receipt of the notice. Any and all normal raises (step increases, negotiated percentage raises, etc.) shall continue to accrue for that employee. During the six (6) calendar month period, the employee may transfer to another position or apply for an appeal or for a reclassification request of the position. At the end of the six (6) calendar month period, or at the time when the current incumbent employee leaves the position, the position shall be placed in the pay grade indicated by the reclassification process. An incumbent employee remaining in the position at this point shall receive no future raises until such time as their pay “catches up” to the pay grade indicated by the reclassification process. In extraordinary circumstances (for example, an incumbent employee who is a few months from retirement), the Reclassification Committee may agree to extend the six (6) months.

- G. GRPS and GRAEOP agree to maintain a pool of at least ten (10) trained scorers at all times— five (5) from management and five (5) from GRAEOP.
- H. GRAEOP and GRPS will jointly conduct training for employees in completing the survey instrument. The training will occur each year. The training shall be announced via email to all GRAEOP members, with at least one week's prior notice. If it is scheduled during an employee's normal work hours, they shall be excused to attend without loss of pay. Attendance at the training is voluntary. The training will be planned and conducted by the Reclassification Committee.
- I. Before newly created GRAEOP positions are posted, three trained scorers will score the job description. The position will be posted at the level determined by the scoring.
- J. Upon receipt of a pay grade determination, the employee shall have thirty (30) working days to file a written appeal. The appeal must contain additional information or detail about the job, which was not submitted initially. Upon receipt of an appeal, three trained scorers shall score the survey. (At least one of the three will be a management representative and at least one of three will be an association representative.) Within thirty (30) working days of Human Resources receiving the completed reclassification survey, the employee shall be informed in writing (or email) of the results.
- K. The Association and the District shall maintain an on-going Reclassification Committee. There shall be equal members from the District and from GRAEOP. The Committee shall meet as needed. The Committee has the responsibility to monitor and change the survey instrument, to modify the factors of the system, to establish the scores that constitute the pay grades, to supervise the training of scorers, to provide the training to employees, determine appropriate grouping of positions and to supervise the implementation of the process.

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## ARTICLE 15 – WAGES

### Section 1. Annual Step Progression at the Fiscal Year

The progression from step to step in an employee's classification shall be based on satisfactory annual evaluations until the top step is reached if steps are granted and approved by the Board. The employee evaluations must be completed prior to May 31. Exception: voluntary transfer language.

2021/2022

Category Name	2.1%
Lead Assistances/Secretaries	\$18.35
Support Secretaries	\$16.75
Office Secretaries	\$16.65
MIS Technician	\$23.55
Student Data Technician	\$23.00
Financial Technician	\$19.65

2022/2023

Category Name	1.8%
Lead Assistances/Secretaries	\$18.70
Support Secretaries	\$17.05
Office Secretaries	\$16.95
MIS Technician	\$24.00
Student Data Technician	\$23.40
Financial Technician	\$20.00

2023/2024

Category Name	1.5%
Lead Assistances/Secretaries	\$19.00
Support Secretaries	\$17.30
Office Secretaries	\$17.20
MIS Technician	\$24.35
Student Data Technician	\$23.75
Financial Technician	\$20.30

### Section 2. Training/Professional Development

All GRAEOP employees will be expected to attend assigned Professional Development sessions. Failure to attend as assigned will result in disciplinary action.

If staff utilizes online programs to obtain Professional Development, they are required to receive prior approval from their supervisor to obtain such professional development using work time or work computers.

**Section 3. Overpayment/Underpayment**

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

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

**Section 4. Shift Premium**

Non-Exempt Technical staff who are regularly assigned to report to work after 11:30 a.m. but prior to 8:00 p.m. on regularly assigned workdays shall receive \$.40 per hour over their regular salary for the hours worked.

Non-Exempt Technical staff who are regularly assigned to report to work after 8:00 p.m. but prior to 5:00 a.m. on regularly assigned workdays shall receive \$.45 per hour over their regular salary for hours worked.

**Section 5. Longevity**

<b>YEARS OF SERVICE</b>	<b>CURRENT LONGEVITY COMPENSATION</b>	<b>NEW 2021-2024</b>
5-9 years	\$.30	\$.50
10-14years	\$.90	\$1.00
15-19years	\$1.25	\$1.40
20-24 years	\$1.55	\$1.80
25 - 29	1.95	\$2.25
30+ years	\$2.50	\$2.75

- a. Longevity compensation is awarded at the completion of the number of years of service, as of June 30, listed above. Each employee who has completed the number of years of service as stated shall be paid the longevity compensation hourly rate in addition to their base hourly rate.

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

- b. No bargaining unit member shall move backwards in pay, and shall be grandfathered in at a rate of pay they were receiving in 2018-19 until such time the schedule catches up with schedule A.
- c. Any new positions created by the district shall be discussed and mutually agreed upon placement in the schedule.

## Section 6. Mentor Program

1. Purpose
  - a. GRAEOP staff in his/her/their first year as GRAEOP staff member for GRPS will be assigned a mentor. The mentor shall be available to assist with training, consult and advise the new GRAEOP staff. The purpose of the mentor assignment is to provide the new GRAEOP staff member with a peer who can offer assistance, resources, and information in a non-threatening and collegial fashion. The Association and the District shall maintain a list of GRAEOP staff that meet the requirements to be a mentor.
  - b. The District and the Association may also provide mentors to other employees who received a rating of “ineffective” or “minimally effective” on their prior year’s evaluation.
  - c. The District may provide mentors to new employees not covered by subsections A.1.a or A.1.b, above. In this event, all of the terms of this Article shall apply.

### B. CRITERIA / QUALIFICATIONS TO BE A MENTOR

1. Longevity at GRPS of minimally 2 years.
2. Evaluations must be satisfactory or better for the last 2 consecutive years.
3. No discipline added to your personnel file in the past 3 years.

### C. MENTOR RESPONSIBILITIES

1. Before the mentorship begins, the principal/supervisor and mentor shall sign the Mentor Agreement document, and it shall be returned to the Human Resources Office.
2. The mentor shall read, complete, respond to, and submit communication requests in a timely manner, including but not limited to online surveys and email communication.
3. Under no circumstances shall a mentor be utilized as the mentee’s evaluator.
4. The fundamental responsibility of the mentor is to support the new GRAEOP staff member to grow professionally. The focus will be on training and preparation for the position applied too.
5. Mentors are responsible for documenting and reporting dates, times, and focus of interactions appropriate to the mentee’s level of experience to Human Resources to receive compensation.

6. Mentors who are identified before January 1 shall meet with assigned new staff members as follows:

a. : 18 meetings/year\*

\*One meeting = sixty minutes.

Proration: Mentors who are identified after January 1 shall meet with assigned new staff members as follows:

b. : 2 meetings/month\*

\*One meeting = sixty minutes.

7. Compensation for mentors identified after January 1 may be prorated based on the percentage of days assigned as a mentor.

8. Neither the mentor nor the new GRAEOP staff member shall be called or required to testify as a witness in any grievance or administrative hearing involving the professional competence of the mentor, the new GRAEOP member or the mentor relationship. However, nothing herein excuses the mentor or new GRAEOP employee from testifying or cooperating with an investigation of alleged illegal or unprofessional conduct.

9. If the mentor/mentee relationship is not successful, the parties may agree to the assignment of a new mentor.

#### D. ADMINISTRATIVE SUPPORT

Each mentor, upon request, shall be allowed two (2) days of release time so that the mentor may work with the new GREAOP member in his/her/their assignment during the regular workday. This release time must be coordinated and approved with the mentor's direct supervisor.

#### E. COMPENSATION

i. Mentoring a first year GRAEOP employee requires a minimum of 18 meetings\* per year and earns a \$500.00 annual stipend.

\*One meeting = 60 minutes of contact time outside of contractual hours

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## ARTICLE 16 - MISCELLANEOUS

### Section 1. Parking Space

Each employee shall be furnished with a free parking space.

### Section 2. 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.

GRAEOP employees shall not be required to report if a school is closed due to an Act of God. Employees shall receive their full day's pay for a maximum of five (5) Act of God days annually. If there are additional Act of God days requiring the District to extend the school year, employees will be required to work the additional days and will receive their normal daily rate of pay.

If a school is closed because of an Act of God, an employee who has requested a personal business day, vacation day, or sick day will not have that day taken from his/her/their accumulated leave banks.

In the event school is canceled before it is in session beyond the five Act of God days referenced in paragraph 2 above, 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.

**Act of God:** Natural disasters, such as earthquakes, hurricanes, floods, tornados, fires, war, riots, contagions, pandemics, and other major upheavals.

- 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.

### Section 3. Mileage

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 workday) will be reviewed by the business office and determination of qualification for mileage reimbursement will follow IRS guidelines.

Individuals who are forced transferred and need to take more than one position to maintain full-time status for the first year will be granted mileage between the assignments, provided they demonstrate that they sought a full-time assignment in one location. These individuals must submit their mileage reports to the Human Resources Office within the timelines required in the contract.

The request for reimbursement must be submitted on the District standard forms within sixty (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.

#### **Section 4. Seniority Termination**

Seniority within the Association shall terminate when:

- A. The employee resigns from the employment of the Grand Rapids Public Schools.
- B. The employee is discharged.
- C. The employee fails to return from layoff or Leave of Absence.

Seniority means continuous service as a member of the unit. Seniority shall be calculated from the employee's first day of work in a position covered by this agreement. In the event that more than one bargaining unit member has the same first day of work, the highest position on the seniority list shall be determined by the sum of the greatest numerical value of the last four digits of their Social Security Number (e.g. 4768=24 vs. 9401=14). If the sum of the last four digits of the employee's Social Security Number is equal, then the month of birth will determine the highest position on the seniority list (January=1, December=12). If an additional tiebreaker is needed after looking at the month of birth, then the date in the month will be used, with the highest number (e.g. 30) determining the highest position on the seniority list. Once the seniority date is determined, it shall be final.

#### **Section 5. Light Duty.**

Light duty assignments may be created to utilize persons placed on Workers' Compensation. Such assignments shall be based upon the following criteria:

- A. Job will be created which otherwise would not exist except for a workers' compensation recipient. The job may be one which is currently student filled.
- B. A workers' compensation person would remain in their regular employee group. Upon vacancy, such a position would not be open for bids but will be eliminated or filled by a student or another light duty assignee.
- C. In recovery from disability, the light duty person would return to the employee group in which assigned at the time of disability.
- D. Assignment and continuation of light duty is at the discretion of the Board.

- E. Light duty employees shall accrue seniority in GRAEOP.
- F. The number of light duty positions within GRAEOP will not exceed 5% of the total GRAEOP membership. Light duty staff will not be utilized during a time of layoff of GRAEOP employees.
- G. The GRAEOP President will be notified upon placement of light duty individuals.

**Section 6. Wages 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 the Human Resources Office. The employee designation may be cancelled or changed only by filing a new form with Human Resources.

**Section 7. Financial Emergency Manager**

In compliance with PA 336, this provision allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. (See Appendix C, Disclaimer)

**Section 8. Copies of Agreement**

The Board will post this agreement on the district's intranet, InfoHost, and on the district website [www.grps.org](http://www.grps.org).

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**ARTICLE 17 - DURATION**

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the 30th day of June 2024. 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 1st day of July 2021, by the parties.

This agreement may be re-negotiated during its term at the option of either party after April 1, 2022. 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 PUBLIC SCHOOLS

GRAND RAPIDS ASSOCIATION OF EDUCATIONAL  
OFFICE PROFESSIONALS

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

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

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

by \_\_\_\_\_  
Its MEA Uniserv Director



## APPENDIX A - DRUG & ALCOHOL AGREEMENT

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

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

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

2. **Reasonable Suspicion.** Only reasonable suspicion testing shall occur; when it occurs, it will be subject to the terms of this agreement. Reasonable suspicion must be based on specific, contemporaneous, articulable observations at work concerning the appearance, behavior, speech or body odor that the employee may be at work with detectable levels of alcohol (.04 or above), illegal or unauthorized drugs.
3. **Dot or Comparable Training.** At Board expense, and with no use of Association Days (if applicable), up to five (5) Association representatives from each bargaining unit may participate in the reasonable suspicion training conducted in 1999-2000, excluding dot-covered employees, and thereafter as mutually agreed. Association representatives will only be paid for this time if it occurs during their normal work hours. Administrators who make a determination of reasonable suspicion must have been trained regarding reasonable suspicion training within the thirty-six (36) months prior to the determination.
4. **Test Reports, Confidentiality.** Test results will be reported to the Board and will be maintained by the Board in a separate medical file with restricted access<sup>3</sup>. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee’s written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)
5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all district buildings.

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<sup>3</sup> The medical files of an employee are kept separate from the personnel records. Access is limited to those with a legitimate business reason to have access.

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

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

The alcohol test used shall be the breath alcohol test. If an employee produces a positive breath alcohol test (.04 or above), they 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, they 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 their 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 their 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 they took the medication prescribed for another person, shall have up to three (3) business days to produce evidence to support this claim. When an employee provides reasonable evidence to support their use of another person's prescription, the test results shall be considered negative, only on the first occurrence. The employee will then be warned in writing by the Board that this practice is illegal and will be considered a positive result on the next occurrence.

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

The clause contained in Article 14, Section 27 is included in this agreement because it is legally required by state law. The Association did not agree to this provision. By signing this agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or on the employer. The Union reserves all rights to assert that this clause is unenforceable.

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**APPENDIX C- 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 E.A.P. 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 & Legal Services

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