

# AGREEMENT

Between

KENT COUNTY INTERMEDIATE SCHOOL DISTRICT

And

KISSA – INSTRUCTIONAL SUPPORT SPECIALISTS,  
EMPLOYMENT TRAINING SPECIALISTS,  
NON-CERTIFIED TEACHERS, LICENSED PRACTICAL  
NURSES, CERTIFIED OCCUPATIONAL THERAPIST  
ASSISTANTS AND PHYSICAL THERAPY ASSISTANTS  
(KISSA)

December 17, 2019 through August 31, 2021

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## ARTICLE 1 - PURPOSE OF THIS AGREEMENT

### A. AGREEMENT

THIS AGREEMENT is made and entered into on this 17th day of December , 2019 by and between the BOARD OF EDUCATION OF THE KENT INTERMEDIATE SCHOOL DISTRICT, a school district of a general power district hereinafter referred to as the “BOARD” or the “DISTRICT” and the KENT INSTRUCTIONAL SUPPORT SPECIALISTS ASSOCIATION OF INSTRUCTIONAL SUPPORT SPECIALISTS, EMPLOYMENT TRAINING SPECIALISTS, NON-CERTIFIED TEACHERS, LICENSED PRACTICAL NURSES, CERTIFIED OCCUPATIONAL THERAPIST ASSISTANTS AND PHYSICAL THERAPY ASSISTANTS, an incorporated association referred to as the “ASSOCIATION” or “KISSA”.

### B. PURPOSE

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

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## ARTICLE 2 - RECOGNITION

### A. RECOGNITION

The District recognizes the Association as the sole and exclusive bargaining representative for all of the KISSA employees (hereinafter called “employee”) excluding all temporary employees, management support staff, substitutes, paraprofessionals, students and all other positions in the Kent Intermediate School District. The District agrees to meet with the Association to negotiate the effects resulting from the transfer of job functions or positions. The specific positions represented by the Association are listed below:

1. Instructional Support Specialists
2. Non-Certified Teachers
3. LPNs
4. Certified Occupational Therapy Assistants
5. Physical Therapy Assistants

Any new position created during the life of this Agreement will be added to the unit providing it is similar to any position heretofore recognized.

### B. OTHER ORGANIZATIONS

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

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## **ARTICLE 3 - EMPLOYEE RIGHTS AND RESPONSIBILITIES**

### **A. RIGHT TO ORGANIZE**

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 or 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

### **B. TIME OFF FOR SCHEDULED ACTIVITIES**

In the event an employee of this bargaining unit is requested by the administration to conduct business scheduled during working hours, he/she shall notify his/her immediate supervisor before he/she leaves and upon returning, report to said supervisor. The District shall pay the employee at his/her regular rate for reasonable time spent during his/her regular working hours. Time spent by the employee beyond regular working hours shall not mandate overtime payment.

### **C. DISTRICT AGENDA**

The Association shall be recognized as part of the Agenda for all regular District meetings.

### **D. 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 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.



E. DISTRICT MERGING

In the event that the Grand Rapids Public School District is combined with one (1) or more school districts, the District shall use its best efforts to assure the continued employment of its employees in such consolidated district.

F. 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, however that 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.

G. TOTALITY OF AGREEMENT

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

H. MUTUAL CONSENT

This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties, in writing, and signed by both parties as an amendment to this Agreement.

I. EMPLOYMENT SECURITY

For each new employee, the first 120 paid days of employment is a probationary period. During this period, the employee may be discharged by the District for any reason at any time.

The Superintendent or designee may discipline any employee for failure to properly perform the duties of his/her assignment or position and/or misconduct constituting just-cause leading up to and including discharge.

No non-probationary bargaining unit or Association member shall be disciplined without just cause. An Association or bargaining unit member shall be entitled to have an Association representative present during a meeting from which the employee or supervisor reasonably expects disciplinary action may result. The District will provide reasonable opportunity for the employee to secure such representation.

Any Association or bargaining unit member who wishes to take exception to a written disciplinary action may respond in writing by presenting a copy to either his/her supervisor or Human Resources within five (5) working days. The response shall be permanently attached to the written discipline and placed in the employee's personnel file. An Association or bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

J. UNISERV DIRECTORS

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

K. FACULTY MEETINGS

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

L. RECORDS (REQUEST FOR INFORMATION)

Requests for records and information shall be made in writing to the appropriate GRPS Department of Human Resources and Legal Services ("Human Resources") staff or such other person designated by the District.

Consistent with its obligation, the District shall provide records and information requested or access to the records and information requested where such records and information are relevant to administering and/or negotiating the collective bargaining agreement between the District and the Association.

In the event the District determines that the records and information requested are not required to be provided by law, the District will provide within ten (10) working days, a written explanation of the reason for denial of the request.

The records and information or access to the records and information shall be provided to the Association within a reasonable period of time. A reasonable period shall be a ten (10) work days. An explanation as to why it is not possible to provide the records or information within the agreed upon time frame and a statement as to the date on or before which the records and information will be provided.

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

**M. STUDENT ACCESS**

Students shall be admitted into the building at the time set by the building administrator. No employee shall have a direct responsibility for students in the building prior to the employees assigned time responsibility except in emergency or unforeseen situations. Each employee may permit students in his/her room prior to his/her assigned time responsibility and will be directly responsible for the students and the contents of such room.

**N. ANNEXATION OF ANOTHER DISTRICT**

In the event that other school districts shall become attached to the Grand Rapids District, the District shall, immediately upon annexation, adjust the wages, hours and other conditions of professional employment of employees in the annexed districts to conform to the terms and conditions of this Agreement.

**O. IMPASSE**

If the negotiations described in Section A. above have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed

**R. COPYRIGHT**

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

All employees covered under this agreement who participate at their own cost, without the use of District resources, created independent of the District and its employees, and outside of the classroom or district responsibilities, in the production of publications or

*Article 3 – Employee Rights and Responsibilities*

other produced materials, shall retain the sole ownership rights and responsibilities derived from said creation.

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**ARTICLE 4 - ASSOCIATION RIGHTS**

A. 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.

B. REDUCTION IN FORCE

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

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## ARTICLE 5 - BOARD OF EDUCATION RIGHTS

### A. RESPONSIBILITIES

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.

### B. AUTHORITY

The Association recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Kent Intermediate School District 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.

### C. ADMINISTRATIVE STAFF

In meeting such responsibilities, the Board acts through its administrative staff. Such responsibilities include, without being limited to, the establishment of education policies; the construction, acquisition and maintenance of school buildings and equipment; the hiring, transfer, assignment, supervision, discipline, promotion and termination of employees, and the establishment and revision of Rules and Regulations governing and pertaining to work and conduct of its employees. The Board and administrative staff shall be free to exercise all of its managerial rights and authority to the extent permitted by law, 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 6 - GRIEVANCE PROCEDURE

### A. DEFINITION

Grievance: a claim by one or more employees of a violation of this Agreement, or improper interpretation or application of this Agreement

Grievable event: the alleged violation of this Agreement.

Aggrieved: the person(s) who alleges a violation of this Agreement.

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.

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.

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.

Day(s): Bargaining unit member work days.

### B. PURPOSE

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.

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted without intervention of the Association, provided the adjustment is consistent with the terms of this Agreement and the Association shall be notified by Human Resources within 5 (five) days of its notice of such informal resolutions.

### C. PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If appropriate action is not taken by the employee within

the time limit specified, the grievance will be deemed denied and the process ended. The time limits specified herein may be extended by mutual agreement, provided the time extension is requested within the time limits provided in this Article. In no event shall the outcome of a grievance due to missed timelines be considered precedent setting.

1. Level One

- a. An employee may file an individual grievance, in writing, within fifteen (15) days of the grievable event.
- b. Five (5) copies of this written grievance shall be prepared by the employee and one (1) copy shall be sent to each of the following:
  1. the aggrieved,
  2. principal or supervisor,
  3. the association’s grievance chair,
  4. the association’s MEA Uniserv Director, and
  5. the Director of Human Resources
- c. Within five (5) days of the filing date, the principal or supervisor and/or his/her representative will meet with the aggrieved and/or the aggrieved's Association representative in an effort to resolve it. A written answer shall be given within five (5) days after such meeting. Copies of the answer shall be sent to the parties as in b. above.

2. Level Two

- a. If the aggrieved is not satisfied with the disposition of the grievance at level one, a letter shall, within five (5) days thereafter, be transmitted by the employee or the employee's Association representative to all of those listed in 1., b., above, stating that the grievance is being moved to level two.
- b. Within ten (10) days of receipt of a level two grievance, the director of human resources or his/her designee will meet with the association to discuss the issues. In the case of an individual grievance, the aggrieved must be present at the grievance hearing whereas in the case of a group or Association grievance the impacted aggrieved bargaining unit members are not required to attend the grievance hearing. A written answer shall be given within fifteen (15) days after the meeting on the grievance.
- c. A group grievance commencing at this level shall be filed within twenty (20) days of the grievable event. An association grievance commencing at this level shall be filed within forty-five (45) days of the time at which the Association leadership gained knowledge of the grievable event.

3. Level Three

- a. In the event that the decision at level two is not satisfactory and the



association decides to proceed to arbitration, the association shall notify the district of this decision within ten (10) days following its next regularly scheduled executive board meeting. Grievances unresolved at level two shall be advanced to level three by filing a demand for arbitration with the appropriate arbitrator. The association and the district shall attempt to create a mutually agreed upon list of standing arbitrators that shall be appointed as arbitrators on a rotational basis for the duration of the agreement. Such a panel of arbitrators shall follow the American Arbitration Association’s current rules for voluntary labor arbitration rules.

- b. The power of the arbitrator shall be limited to the interpretation of the application of the express terms of this Agreement and the arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement as written. The decision of the arbitrator shall be binding on all parties involved.
- c. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept. In no case shall either party be responsible for the expense of witnesses called by the other party.

No grievance shall be processed unless initiated and carried to the next step within the time provided. All requests for reasonable extension defined as fifteen (15) days or less of timelines will be honored provided they are made in writing, within the appropriate time period, with copies submitted to both parties. Requests for an extension beyond fifteen (15) days may be granted if mutually agreed upon by both parties. Such requests must be in writing and signed by both parties in order to be valid.

D. GRIEVANCE HEARINGS

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

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## ARTICLE 7 - NEGOTIATIONS PROCEDURE

### A. SUBSEQUENT YEARS

Renegotiation of this Agreement for the subsequent years shall be commenced not later than March 1<sup>st</sup> of the calendar year in which this Agreement expires. Any agreement shall be reduced to writing and signed by the Board and the Association.

### B. ASSOCIATION NEGOTIATORS

The Board agrees that Association members, a maximum of six (6) employees, engaged during the school day in official new contract negotiations on behalf of the Association with the Board during the term of this Agreement, shall be entitled to released time without loss of salary provided the Association agrees to meet for purposes of negotiations on off-duty time at least to the same extent as on duty released time (i.e., time will be split equally between off duty time and on duty time). If the Association fails to reimburse the District, each released employee will forfeit only the MPSERS service credit for the time the employee was released and there was no reimbursement by the Association.

### C. RECORDS AND INFORMATION

During negotiations or for the purpose of assisting the Association in developing accurate, informed and constructive proposals concerning the rates of pay, wages, hours of work and other conditions of employment for employees, the District shall provide the Association with documents related to financial resources, budgetary requirements and allocation within 15 work days of its request. The District shall also provide the Association with any other related information which is presented to any regular and/or special meetings called by the Board to conduct official business or to any other governmental body.

### D. TOTALITY OF AGREEMENT

This Agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this agreement.

### E. MUTUAL CONSENT

This Agreement may be altered, changed, added to, deleted from or modified only through voluntary, mutual consent of the parties, in writing, and signed by both parties as an amendment to this Agreement.

## ARTICLE 8 - LEAVES OF ABSENCE

### A. GENERAL RULES

#### 1. Application

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

#### 2. Grant or Denial

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

#### 3. Benefits During Leave

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

#### 4. Duration

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

5. Notification of Return

- a. Employee shall return to work upon expiration of their leave. An employee must notify, Human Resources, in writing, either that he/she will return to work or request an extension. The notice or request must be received by Human Resources no later than thirty (30) calendar days before the expiration of the leave. If an employee fails to return to work, give timely notice or to timely request an extension it shall be conclusively presumed a resignation from employment.
- b. 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.
- c. Employees returning from medical leave must provide return to work authorization to the Benefits Department prior to returning to their work locations.

6. Return

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

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

1. Family Medical Leave
2. ADA (American's with Disabilities Act) Leave
3. Personal Illness
4. Childcare Leave

5. Bereavement Leave
6. Civil duty Leave
7. Educational Leave
8. Personal Business Leave
9. Leave for other purposes

1. FAMILY MEDICAL LEAVE

- a. The Board shall grant unpaid leaves of up to twelve (12) weeks for only those employees eligible under the law (currently defined as employees who have been employed at least twelve (12) months immediately prior to the leave and who have worked a minimum of 1,250 hours in the previous twelve (12) months immediately prior to the leave). If the employee requests leave for one of the following reasons, the Board shall consider the initial twelve (12) weeks of such leave as a request for leave under the Family and Medical Leave Act:
  1. The serious health condition of the employee
  2. The serious health condition of the employee's spouse, parent, or child
  3. The placement of a child for adoption or foster care
  4. The birth of employee's son or daughter and care of the infant Child includes any individual under 18 for whom the employee serves in loco parentis; a child over 18 who is incapable of self-care because of physical or mental disability; or a biological, adopted, or foster child
  5. Qualifying exigency leave: eligible employees who are the spouse, son, daughter or parent of a military member may take up to 12 weeks of FMLA leave during any 12-month period to address the most common issues that arise when a military member is deployed to a foreign country, such as attending military sponsored functions, making appropriate financial and legal arrangements, and arranging for alternative childcare. This provision applies to the families of members of both the active duty and reserve components of the armed forces
  6. Military caregiver leave: eligible employees who are the spouse, son, daughter, parent or next of kin of a covered service member may take up to 26 weeks of FMLA leave during a single 12-month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a

serious injury or illness incurred or aggravated in the line of duty on active duty. This provision applies to the families of members of both the active duty and reserve components of the armed forces.

- b. Whenever practical, the employee will provide the Board at least thirty (30) calendar days written notice of the request for leave. In non-emergency situations, the employee shall complete the forms for a FMLA leave prior to taking the leave. All requests for medical leave must be submitted to The Standard. Information will be found on InfoHost.
- c. The Board requires that FMLA leave be supported by certification from the employees or family member's health care provider. The employee shall have 15 days to obtain and return the medical certification. Reasonable extensions of time shall be granted upon request. Failure to comply with this provision will result in a denial of FMLA leave and the employee shall also not be eligible for personal illness leave pursuant to (Article 8, Section 3).
- d. If an instructional employee requests or begins a FMLA leave near the end of an academic term, the instructional employee may be required to remain on leave until the end of the academic term, as provided in the FMLA.
- e. The employee must use all accrued paid leave days before he/she may go on unpaid status.
- f. The employee shall have the right to take the leave on a reduced or intermittent schedule when certified as medically necessary. However, as provided under the FMLA, instructional employees who request an intermittent or reduced schedule leave may be required by the Board to:
  - 1. Take leave for periods of a particular duration; or
  - 2. Temporarily transfer to another position offered by the Board for which the employee is qualified.
- g. FMLA leave shall run concurrently with other applicable leaves of absence, if any.
- h. The Board shall maintain District paid medical, dental, vision benefits during periods of leave covered by the FMLA. An employee who terminates employment at the end of the FMLA leave (or leave extension thereafter), or who fails to return to work at the expiration of the FMLA leave for any reason other than the continuation, reoccurrence, or onset

of the health condition that gave rise to the leave or for any other reason beyond the employee's control pursuant to FMLA regulation 825.213(a)(2), will be subject to discharge and will be expected to reimburse the District for the medical, dental and vision premiums for any period of time the employee is deemed ineligible for employer sponsored benefits. Such reimbursement shall be deducted from any remaining monies then owed the employee.

- i. Seniority shall continue to accrue during the FMLA leave.
- j. Upon return from leave, the employee shall be returned to the position held immediately before the leave began or to a position equivalent in pay, benefits, hours, and other terms and conditions of employment
- k. In the event the FMLA is modified through legislation, rules, regulations, or court decision, the Parties agree to negotiate concerning the effects, upon request of either Party.

## 2. ADA (AMERICAN'S WITH DISABILITIES ACT) LEAVE

- a. Disability leave of absence shall be granted for a reasonable period to an employee who is precluded from performing her/his job duties because of a disability, unless the leave is determined to impose an undue hardship or safety or a health risk, in accordance with the American's with Disabilities Act (ADA).
- b. A disability is defined as a physical or mental impairment that substantially limits one or more of the major life activities of that person.
- c. Employee requests for disability leave shall be submitted in writing and the disability and recovery period shall be defined and certified by a licensed health care provider, subject to a second opinion at the Employer's expense.
- d. Disability leave shall not exceed one year (12 months), unless specifically authorized by the superintendent or designee. An employee who fails to return from disability leave shall be subject to discharge.
- e. The employee must use all accrued paid leave days before he/she may go on unpaid status.

## 3. PERSONAL ILLNESS LEAVE

- a. An employee may request personal illness leave under the following conditions:
  - 1. The employee has a serious health condition, as defined by the

FMLA, but does not meet the eligibility requirements for FMLA.

2. An employee's family member has a serious health condition as defined by the FMLA, but the employee does not meet the eligibility requirements for FMLA.
  3. The employee does not have a serious health condition as defined by FMLA but has an illness or condition that requires him/her to be absent from work for more than 3 days.
  4. In cases subject to Workers Compensation Law, personal illness leave may be used to supplement Workers' Compensation so that the total amount paid an employee will equal, but not exceed his/her regular salary for the period of absence from duty.
- b. An employee requesting personal illness leave shall submit a request in writing and shall submit a certification from a licensed health care provider to Human Resources, indicating that the leave is necessary. Failure to provide medical certification within 15 days will result in a denial of the leave unless an extension is requested and granted.
  - c. During a personal illness leave, an employee must exhaust all sick and personal business leave and accrued compensatory time, before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of that month.
  - d. Personal illness leave shall not exceed one year (12 months).
  - e. Prior to return from personal illness leave, the employee shall present a medical release from his/her physician, if applicable, that he/she is able to return to perform the essential functions required by the position. In addition, before the employee returns, the Board may, at its expense, require examination by health care providers of its choice.

#### 4. CHILD CARE LEAVE

- a. Child care leave shall be granted for the purpose of bonding with the employee's natural newborn, adopted, or foster child for employees who have either exhausted their FMLA leave or who are ineligible for FMLA.
- b. During a child care leave, an employee must exhaust all sick and personal leave and accrued compensatory time, before moving to unpaid status. Once an employee moves to an unpaid leave, all benefits will be terminated at the end of the month.



- c. Child care leave may extend up to one (1) year (12 months), including time covered by the FMLA,, during the first year after the child's birth or placement.
- d. Unless otherwise agreed, employee will be returned to the position occupied prior to the beginning of the leave provided the actual duration of the leave does not exceed twelve (12) months, the position has not been eliminated and the employee made the request in writing at the time the leave began. If the position no longer exists or if the employee and Superintendent agree to a position equivalent in pay, benefits, hours and other terms and conditions of employment if one exists.

#### 5. BEREAVEMENT LEAVE

- a. Absence will be allowed for the bereavement of the member's immediate family or of their spouse's immediate family. Immediate family shall include only the spouse, child, grandchild, father, mother, brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather-in-law, grandmother-in-law, aunts, uncles, cousins, nieces, and nephews of the bargaining unit member. This shall also include step-family. Absence for an immediate family bereavement shall not exceed five (5) working days per incident. These days do not have to be consecutive, and shall not be subject to the employee's sick or personal days.

#### 6. CIVIL DUTY LEAVE

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

not to be deducted from the employee's accumulated leave may be granted for that purpose, provided he/she presents the court order, subpoena or summons, if one is issued, to Human Resources as far in advance as possible. He/she shall be at work at all reasonable hours when not required at court.

2. If the employee is subpoenaed to appear for a student related matter, they must contact Human Resources upon receipt of the subpoena. Human Resource staff will assist the employee to assure compliance with all laws and regulations related to student information. Failure to seek guidance from Human Resources may lead to disciplinary action if violation of laws and regulations occur.
3. Pay received from the court for witness fees in excess of five (5) days of service shall be reimbursed to the District with the exception of mileage.

c. Court Appearances Not Related to Work

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

d. Public Office

1. Upon thirty (30) day notice and upon approval of the Superintendent, the Board shall grant a leave of absence for not more than three (3) weeks, without pay or benefits, to any employee to campaign for public office. If the employee does not exercise the leave of absence listed in 2. below, the Board agrees to return ancillary staff to the same position held prior to the leave.
2. If the employee is elected to the public office and it is necessary to discontinue his/her employment in the Kent Intermediate School District in order to fulfill the requirements of his/her political office, he/she may, at the discretion of the Board, be granted a leave without pay or benefits for the term of the elected office but said leave shall not exceed two (2) years.

7. EDUCATIONAL LEAVE – ALTERNATE WORK SCHEDULE IF APPROVED BY SUPERVISOR AND SUPERINTENDENT.

- a. Upon approval of the Superintendent or designee, a leave of absence without pay or benefits for up to twelve (12) months may be granted to any employee who desires an educational leave. Such leaves for education may be renewed or extended upon approval of the Superintendent or designee.
- b. An educational leave shall be placed in one (1) of the two (2) following categories:
  1. Study related to the employee’s assignment or prospective assignment as determined at the time of the application. The employee will be re-employed and advanced on the salary schedule as if he/she was employed by the District if salary increases were provided to other employees during the time of the leave. Upon return, the employee will submit written proof of study to Human Resources, provided he/she was a full-time participant in the study program.
  2. Study not related to the employee’s assignment or prospective assignments as determined at the time of application. Upon returning the employee will submit written documentation of study to Human Resources.

8. EMPLOYEE PERSONAL /BUSINESS LEAVE

- a. Each full-time employee having been employed for at least six (6) months may use four (4) leave days yearly for the employee’s personal business which shall not be deducted from his/her accumulated sick time.
- b. The application shall be made on the short term absence request form provided by the Board and processed according to administrative rules.
- c. The application shall be submitted at least five (5) working days in advance of the anticipated absence except in cases of emergency. In such cases the employee shall apply as soon as possible.
- d. This leave shall not be utilized for vacation, recreational and/or hunting and fishing purposes.
- e. This leave may not be utilized the day immediately before or after a holiday or vacation period. (Exceptions may be made by the Superintendent or his/her designee).

- f. Unused days will accumulate as accumulated sick days.
- g. Employees may sell back 1 unused personal business day at the rate of \$65.00 for full time employees. The amount shall be pro-rated for part-time employees.

9. LEAVE FOR OTHER PURPOSES

- a. Association Leave
  - 1. Time will be given for members to conduct Association business with representatives of the District’s management staff or events of mutual concern. The District shall grant 100 hours per year of paid time to conduct Association business. Additional hours may be provided. In such cases the Association shall reimburse the District at the employee’s hourly rate. Association will also reimburse the District for the District’s portion of employee’s retirement costs, pursuant to MCL 38.1371. Association Leave Days are approved by Human Resources. Human Resources will not approve an Association Leave without the authorization of the Association President or designee.
- b. Religious Holiday Leave
  - 1. An employee may use two (2) sick days for religious observances if he/she has no personal business leave days. When an employee requests the use of this leave for days not known to be a religious holiday, the Board may request documentation.
- c. Career Exploration Leave
  - 1. Internal Career Exploration Leaves: Upon application, the District shall grant a leave of absence for up to one (1) calendar year to any employee for the purpose of career exploration within the Kent Intermediate School District System.
  - 2. External Career Exploration Leaves: Upon application, the District will consider granting a leave of absence for up to one (1) calendar year to an employee for the purpose of career exploration pursuant to the following conditions:
    - a. The external position is not the same or equivalent to a current Association or bargaining unit position;
    - b. The employee’s employment record over the last four years has been satisfactory;
    - c. The supervisor recommends the career exploration.

3. During the career exploration leaves (internal or external), benefits will not accrue including years of service.
  4. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit if an employee returns to the bargaining unit position, his/her former seniority shall be reinstated.
  5. If a career exploration leave is granted, the following conditions apply to the employee upon exploration of the leave:
    - a. The employee must notify Human Resources within 30 days of the end of the leave of his/her intent to return to the bargaining unit position
    - b. The employee must successfully bid into an open/available bargaining unit position – a position will not be held for the employee.
    - c. If the employee does not successfully bid into an Association or bargaining unit position within six (6) months of his/her scheduled return date, he/she will be considered to have resigned.
- d. Peace Corps, Military Leave (Non FMLA Qualifying)
1. After submitting a written request and upon approval of the Superintendent, any non-probationary employee may be granted a leave without pay for serving in the Peace Corps, Any such employee engaged as a full-time participant in any such program(s) will, upon returning from such leave, be advanced on the salary schedule as if employed by the Board if salary increases were provided to other employees during the time of the leave. Such leave will not exceed two (2) years.
  2. Non FMLA military leave for the employee, military qualifying exigency leave, or military care giver leave shall be in accordance with all federal and state laws and regulations. It is the responsibility of the employee to submit to Human Resources the official documents to support the leave request and re-employment. Employees will be given five (5) days to put personal affairs in order prior to service.
- e. Return
1. Employees who are returning from military leave must give notice of intent to return to work according to the following guidelines:
    - a. For service less than 31 days, the employee must return to

- work 5 working days after release from service.
  - b. For service of more than 30 days but less than 181 days, the employee must provide notice of intent to return within 14 days of release from service.
  - c. For service of more than 180 days, the employee must provide notice of intent to return within 90 days of release from service.
2. 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.

#### 10. SHORT TERM LEAVE

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

#### 11. ACCUMULATION OF LEAVE DAYS

- 1. Upon employment, an employee will have the appropriate number of days (hours) credited to his/her accumulated leave time “bank”, prorated for a partial year. Thereafter, active employees shall earn and be granted leave time at the rate of one (1) day per month for school year employees, which will be added to their accrual bank at the beginning of each school year. The number of hours granted

shall be the same as the number of hours worked during a normal workday.

2. Each employee working a summer school session shall earn additional accumulated leave time based on the schedule below:

<b>Summer Work Schedule</b> – calculations are based on a 7 hour work day – if the program runs less seven hours, time will be prorated appropriately based on the number of hours worked in a summer program.	<b># of earned accumulated leave hours</b>
26 full days / 182 hours	9.5 hours
24 full days / 168 hours	8.84 hours
22 full days or 154 hours	8.1 hours
20 full days or 140 hours	7.37 hours
18 full days or 126 hours	6.63 hours
16 full days or 112 hours	5.89 hours
14 full days or 98 hours	5.16 hours
12 full days or 84 hours	4.42 hours
10 full days or 70 hours	3.5 hours

This additional earned accumulated leave bank will be added to the employee’s leave bank in October.

3. 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.
4. 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.
5. 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.
6. 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.
7. If an employee is returning from a personal illness or injury and the District has reason to believe the employee is not yet medically fit to return, the District 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.

8. An employee shall personally notify, if possible his/her immediate superior or designee of his/her intended absence stating the nature of the leave (illness, death, etc.) and where they can be contacted during the day. Employees shall give such notification prior to their starting time in accordance with building/program/department expectations, if reasonably possible. Failure to do so may result in denial of leave pay for that day.
9. Use of leave for purposes other than as stated in this article shall be cause for disciplinary action up to and including discharge.
10. 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 9 - 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 his or her rights to take appropriate leaves of absences specified in Article 8 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, GREA 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 his/her respective duties to carry out his/her 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 his/her 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.
  - a. 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.
3. In cases where inadequate employment performance is believed to be the result of physical or mental disability and/or condition, the Superintendent or his/her 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.

D. EMPLOYEE LICENSURE OR CERTIFICATION

All employees shall have and maintain such licenses and certifications required for their positions as required by law. Each new employee shall provide applicable license and certification materials and supporting documentation, (i.e; transcripts, etc.) to Human Resources prior to the first day of employment. In the event the employee does not comply with the above, his/her offer of employment shall be revoked unless such time is extended by mutual agreement between the employee and Human Resources provided the delay of submission of the materials is beyond the control of the employee.

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## ARTICLE 10 - TRANSFERS AND VACANCIES

### A. TRANSFER PROCEDURE

1. Application for a position may be made at any time during the posting period for that position.
2. The employee must submit the transfer request to Human Resources.
3. When the qualifications of the applicants are equal and both are deemed qualified pursuant to the requirements specified on the job description, the applicant with the longest period of seniority in the Association or bargaining unit will be appointed to fill such vacancy. The District shall further attempt, whenever possible, to fill any vacancies with existing employees prior to hiring persons outside the employment of the District.
4. Qualified is defined as meeting the requirements specified in the job description.

### B. VOLUNTARY TRANSFERS

1. Human Resources shall post all vacancies on applitrack and email postings to all employees
2. Postings will be made available every Monday noon with the posting to close at the end of the business day on Thursday. Each employee requesting consideration for a vacancy must submit his/her application for a posted position utilizing the District's automated application process.
3. All vacancies shall be filled as soon as possible after the close of the posting unless the Association and District mutually agree to an exception.
4. No employee shall be permitted more than one voluntary transfer per school year unless mutually agreed upon by KISSA and the District.

### C. INVOLUNTARY TRANSFERS

1. It is recognized that an involuntary transfer may be necessary at any time for the following reasons:
  - a. To fill a vacancy for which there is no qualified applicant in which case the District shall in the following order:
    1. Recall a qualified employee from the appropriate list or;

2. Hire a new qualified employee if there is no one on the recall list;
  3. Transfer in the employee in the District who has the lowest seniority and is qualified.
- b. To reduce an over-staffed building or program in which case the person(s) in the affected building or program with the lowest seniority shall be transferred out of the building or program.
  - c. To close a building or eliminate a program.
2. When involuntary transfers occur, affected employees will receive written notice of the involuntary transfer. Notification will either be through personal delivery, district email or US mail.
  3. Employees, who receive involuntary transfer notices, shall receive notice of a special posting available only to involuntary transferred employees. Involuntary transferred employees will be required to bid on at least one of the open positions posted during this special posting. Failure to bid will cause the employee to be placed in an available position.
  4. After the special posting, all remaining vacancies shall be posted in an open position. All Association or bargaining unit employees (including those returning from approved leave of absences) without a layoff notice shall have the right to bid on these open positions.
  5. Right to Home
    - a. Any employee involuntarily transferred because of the reduction of the number of authorized positions in a building and/or program and/or the elimination of a program shall maintain the right to return to his/her previous building or program in the event the position for which they are qualified for is reauthorized within the two weeks following the fall count date. The employee will return to an equal position.
  6. If the employee chooses not to exercise their Right to Home, the move shall be considered their one voluntary transfer for the year. (See Article 10, B 5) If more than one individual is displaced from a building and/or program, the individual with the highest bargaining unit seniority date will be offered the first opportunity to Right to Home.
  7. Qualified is defined as meeting the requirements specified in the job description.
  8. An employee displaced as a result of b or c above, shall be an applicant for next

vacancy based on qualifications and seniority.

D. VACANCY DEFINED

1. For the purpose of this Agreement, a vacancy shall be defined as a position for which an employee is required and will be assigned or hired in a building or program.
2. If a position is determined by the District to be considered “Itinerant”, assignment can be made by the District to the various locations covered by the “Itinerant” position.
3. A position vacant as a result of an approved leave of absence and where the employee has return rights, will not be considered as a vacancy and may be filled by a temporarily contracted person.
4. No vacancy shall remain un-posted for more than thirty (30) working days, unless mutually agreed to by both parties.
5. Moreover, the actual vacancy created as a result of adding staff or as a result of the fact that an employee has retired, resigned, died, been discharged, or transferred shall be the vacancy posted.

E. MOVEMENT OF OPERATIONS

If a transfer occurs during the school year, the affected employee shall be given the rationale for such transfer.

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## ARTICLE 11 - SENIORITY

### A. DEFINITIONS

Seniority means continuous service as a member of the bargaining 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 his/her social security number. (e.g. 4768 - 25 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 tie-breaker 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.

### B. SENIORITY LISTS

The seniority lists shall be maintained by Human Resources and published for the bargaining unit annually.

### C. LOSS OF SENIORITY

1. Seniority within the Association shall terminate when:
  - a. The employee quits, retirees or is discharged,
  - b. The employee is laid off for more than 36 months or length of service in the unit (seniority), whichever is less.
  - c. The employee fails to return to work upon expiration of a leave (unless an extension has been granted).
  - d. The employee is absent three consecutive workdays without providing notice to the District unless good reason exists for the failure to notify.

### D. ACCRUAL

1. Seniority shall not accrue during the period of time an employee accepts a position outside the bargaining unit. If an employee returns to or bargaining unit, his/her former seniority shall be reinstated upon successful bid.
2. An employee working less than full-time shall accrue seniority in the same manner as full-time employee.

3. An employee working more than the regular year e.g. Summer Programs shall accrue seniority in the same manner as a regular year employee.

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## ARTICLE 12 - WORKING CONDITIONS

### A. WORKING HOURS

1. Each full-time employee shall at least work a seven and a quarter (7.25) hour day. The normal working hours shall be assigned by the Administration and shall be the same for each building. The seven and a quarter hour day will include two paid breaks of 15 minutes each.
2. During paid breaks employee may not leave premises. Situations may arise where an employee may be requested to assist during his/her break time. Missed breaks will be made up at the end of the arisen situation. If this is not possible, employees will be compensated for missed breaks at their regular rate of pay. If the missed break period would cause the staff member to exceed forty hours worked in the pay period, he or she will be compensated at time and a half the regular rate of pay. Staff members should report missed breaks to his/her supervisor for approval on the corresponding timesheet.
3. Each building and/or program administrator per the process described below shall determine breaks. The actual schedule of a break is not grievable.
  - a. At the beginning of each school year, no later than five (5) working days from the day staff report, the building administrator or designee will inform all employees of their schedule breaks.
4. Employees may not leave early due to the loss of paid breaks.

### B. AUTHORIZED HOURS BEYOND REGULAR SCHEDULE HOURS

Time worked beyond a staff members' regularly scheduled hours must either be required, or approved in advance, by the administrator or designee.

### C. COMPENSATORY PAYMENT

1. When an employee is requested by his/her immediate supervisor and agrees to work hours longer than those which he/she is regularly obligated to work by this Agreement, compensatory payment shall be granted.
2. If compensatory payment is approved by the supervisor, the employee will be paid an hourly rate calculated by determining an hourly rate using his/her current pay step and level.
3. Compensatory time for actual hours-worked under 40 in a week will have a value



of one hour for each additional hour worked. Compensatory time for actual hours worked over 40 hours in a week will have a value of 1½ hours for each hour worked.

D. ATTENDANCE AT REQUIRED EVENTS:

Time worked beyond the seven and a ¼ (7.25) hour day will be scheduled by the administration with reasonable notice of five (5) working days, (except emergency situations) for required scheduled events.

Required events include:

- ❖ Parent/Teacher Conferences if requested by building/program administrator
- ❖ Committee Meetings
- ❖ Staff Meetings
- ❖ Team Meetings
- ❖ Emergencies (e.g. transportation, medical, behavior, weather)

Other required events may include:

- ❖ Certain Training – related to job responsibilities
- ❖ IEPT
- ❖ PSO/PTA Events
- ❖ School Sponsored Events

Staff involved in approved after-hours job related activities will be compensated with compensatory time or pay for hours of work in accordance with section C, the policies and procedures of the Board of Education and state and federal law.

E. REQUIRED EVENTS EXCHANGE DAYS

Bargaining unit and/or Association members will be allowed to use accumulated compensatory time, accumulated leave time, earned vacation or personal business time for pay on conference required events exchange days.

F. REPRIMAND

1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of professional benefits provided in this Agreement without just cause. Any evidence of alleged misbehavior shall be immediately deleted from an employee's personnel file if found to be untrue. Information forming the basis for the reduction of

benefits provided in this Agreement will be available to the employee and the Association.

2. Before placing a written reprimand in an employee's personnel file, the administrator making the reprimand shall:
  - a. present the employee being reprimanded a copy of the reprimand.
  - b. give the employee an opportunity to have an Association representative hear the reasons for the reprimand.
  - c. require the employee to sign the original which indicates only that the employee has had the opportunity to read the reprimand.

The signature is in no way to be construed as acceptance or approval of the reprimand but is verification that the employee is aware the reprimand is in his/her permanent file. The employee shall receive a copy at the time of signing.

3. 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 discipline was issued. For discipline occurring during the summer, the District will have six (6) months to file the documentation in Human Resources. Any materials not entered into the file within these time periods shall be without effect. Materials physically present at the Human Resources Services Office, but not yet converted to microfiche, shall be considered to be part of the personnel file.

G. ACCESS TO PERSONNEL FILE

1. Employees shall have access to his/her personnel files during normal business hours at the District's main office in Human Resources not more than two (2) times per year, unless further access is granted by the District. This file shall be the official file maintained with respect to each employee.
2. The 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 letters of resignation.
3. The District agrees to notify the employee by either telephone or FAX when the District receives a request for all or part of that employee's personnel file under the Freedom of Information Act. The employee will be provided an opportunity to review the contents before the release of the file. The employee may request Association representation in this review. The parties recognize that, under the

exceptions provided under Section 13 (1) of the Freedom of Information Act and under the Bullard-Plawecki Employee Right to Know Act, and other federal and state laws, any of the following information will be automatically redacted from any materials prior to the release of the file:

- a. race
  - b. personal insurance information
  - c. social security number(s)
  - d. bank account information
  - e. credit union information
  - f. medical and/or psychological records, facts, or evaluations if an individual's identity would be revealed
  - g. 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
  - h. 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)
  - i. 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
  - j. any disciplinary information more than four (4) years old, unless the disclosure is required by law
  - k. Any references to the employees political or other associations or affiliations, as required under Bullard-Plawecki
  - l. student records or references to specific students as required by FERPA
  - m. evidence concerning authorization to work in the U.S.
  - n. employer references, as required under Bullard-Plawecki
  - o. educational transcripts
  - p. documents pertaining to current litigation involving the requesting party
  - q. privileged attorney communications, opinions, work products
4. The parties recognize that this Agreement is based on his/her best mutual understanding of current law in this area; they agree to meet to discuss changes should further judicial proceedings or legislative action so require. The parties understand a binding court interpretation supersedes this agreement or any provision of the contract that conflicts with the court's opinion.
- H. SHARED POSITION
1. Two (2) employees may agree to share one (1) full-time position with the approval of the Superintendent or designee.

2. Salary will be prorated to equal the percentage of the contract worked.
3. Candidates for shared positions must agree to accept full-time employment in the event the other employee in the shared position terminates employment. This provision may be waived in the event an acceptable alternative is available.
4. The participating employees must agree to share a position for the duration of the school year.
5. A leave of absence without pay shall not be available to one (1) employee unless: the other employee agrees to assume the position full-time, or an acceptable alternative is available, or the employee is disabled.
6. Both employees agree to participate fully in required activities such as evening functions and parent teacher conferences. One (1) of the employees will be present at all required staff meetings and will be responsible for providing all necessary information to his/her job share partner.
7. Both employees will be allowed insurance coverage pursuant to Article 15.
8. The job share arrangement will be evaluated on a year-to-year basis and continued at the discretion of the District.

I. TRAVEL TIME

Time shall be allowed for each employee required to travel between buildings. Such travel is not to be considered part of regular release time or lunch period.

Mileage will be paid to employees who are involuntarily transferred and need take more than one assignment in order to remain full-time. This will be paid for the first year after the involuntary transfer, provided the employee bid on vacant positions during the bidding process. Mileage reimbursements requests for this reason must be submitted to Human Resources within the IRS guidelines outlined below.

J. MILEAGE REIMBURSEMENT

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

outside of their normal work day) will be reviewed by the District’s Business Office and determination of qualification for mileage reimbursement will follow IRS guidelines.

The request for reimbursement must be submitted on the District standard forms within 60 days of the earliest date for which the employee is 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.

K. AUTOMOBILE VANDALISM/DAMAGE AND/OR THEFT

1. 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 his/her regular assignment when such loss occurs and the automobile is parked in the designated area, as assigned by the building administrator or supervisor or the employee is transporting students at the request of the District, and loss occurs as a result of an action taken by a student or students.
  - b. The District will pay a maximum of \$150 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 principal or the immediate supervisor.
  - f. The employee signs the claim form stating the damage and/or loss was to the best of his/her knowledge done while he/she was acting in the line of duty and his/her automobile was parked in the area designated as the parking area or that he/she was transporting a student.

- g. At least two (2) estimates from reputable local businesses shall be attached.
- h. All reimbursement requests must be submitted within 60 days of payment for the damage.

L. RETIREMENT BENEFIT

- 1. Any employee who has reached the age and service requirement of the Michigan Public School Employee’s Retirement System (MPERS) and has completed at least ten (10) years of service with the Kent Intermediate School District shall receive, upon retirement, payment for unused sick leave days (accumulated at the time of retirement) as outlined below;
- 2. Qualifications for the \$50.00 payment:
  - a. To qualify for the \$50.00 per day/year whichever is greater. Early Notice payment, you must work through the end of your scheduled work year, this may vary by assignment. Official notification must be made to Human Resources.

And

- b. Notification to Human Resources after your first scheduled work day of the contract year and up to the last District business day before spring break, the amount paid for each unused day/year, whichever is greater shall be \$50.00.
- 3. Qualifications for the \$35.00 payment:
  - a. Official notification to Human Resources after the last District business day before spring break, and up to the individuals last scheduled work day (this may vary based on the individuals assignment), the amount paid for each unused day/year shall be \$35.00.
  - b. Employees wishing to retire before the completion of their last scheduled assignment date will upon official notification to Human Resources receive \$35.00 per day/year, whichever is greater.
  - c. There shall be no payment for notification after an individual’s last scheduled work day, (this may vary based on the individual’s assignment).

General Guidelines

- 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 this Agreement or death of a spouse) shall be made by the Association President and the Director of Human Resources. Their decision shall be final and not subject to the grievance procedure.
  
- b. Years of Service: If the employee does not have sick time and has provided the District notice before his/her last scheduled work day he/she will receive thirty-five dollars (\$35.00) per year for Kent Intermediate School District service, whichever is greater.
  
- c. The health insurance benefits of an employee who retires or resigns will end the last day of the month in which they work.

Universal Service Credit

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

Special Pay Plan

- a. The payment for accumulated leave days or vacation days, if applicable, will be placed in a Special Pay Plan 403(b) account if the dollar value of the payment is \$500.00 or more. The account is subject to IRS contribution amount limits. The plan will be under the employee's name and social security number. The employee may request from the authorized company a distribution in cash or self-direct the investment of his/her money.
  
- b. 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.
  
- c. Employees who are under age 55, and who prior to their retirement, notify payroll in writing that they will be withdrawing their funds in cash and have received the cash distribution from the Special Pay Plan 403(b) account within 90 days of their retirement, the District will provide on a payroll check an additional amount equal to the difference between the tax penalty and the FICA savings.

M. LAB COATS

Each employee, after completing his/her probationary period will be supplied with a lab coat on an as needed basis as determined by the immediate supervisor.

N. PHYSICAL ASSAULT OR INJURY INFLICTED BY A STUDENT

1. If an employee, acting in the line of duty, is assaulted as defined by the school code and District policy, the incident shall be immediately reported to the District representative.
2. An employee who is injured or harmed by a student's act, while the employee is acting in the line of duty and the student is under the jurisdiction of the District, the employee will follow all guidelines and procedures for the reporting of a work related injury, including completing the Employee Injury Report.
3. In cases of physical assault or injury inflicted by a student (whether or not the student's action was intentional) on an employee while he/she is acting in the line of duty as an employee of the Board, the time lost, if any, by the employee shall not be charged against the employee's sick leave and the employee shall continue to be paid by the Board, provided there is appropriate medical document 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 his/her position beyond the above two (2) year provision, this section shall in no way waive the rights of the employee to pursue claims for liability. During the above period of such disability, said employee shall be entitled to full applicable benefits of all employees' rights and privileges included in the Agreement.

O. PROPERTY DAMAGE

In case of the destruction of an employee's property by a student(s), while an employee is acting in the line of duty, and while the student(s) are under the school's jurisdiction, causing damage to an employee's clothing and/or glasses, watches, 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 if the items are not covered by other



insurance. Such damage shall be reported immediately to the employee's immediate supervisor. The District will not reimburse for loss or damage to jewelry or other personal items not related to an individual's work assignment.

P. PARKING SPACES

Each employee shall be furnished with a free parking space.

Q. EXTENDED SCHOOL YEAR/SUMMER SCHOOL

1. When a school year employee continues to be employed during the summer in his/her regular position, the wage for the position in which he/she is engaged shall be in force pro-rated to the time worked.
2. Bargaining unit summer positions shall be filled in the following order:
  - a. By bargaining unit member within individual buildings/program before District wide postings, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description.) then seniority.
  - b. With any bargaining unit member within the bargaining unit, based on qualifications (qualified is defined as meeting the requirements specified in the posted job description) then seniority.
3. Any positions not filled shall be posted as soon as positions are approved, but no later than June 1 of each school year. When a school year employee desires summer employment in a position other than his/her regular position, he/she shall submit his/her request to Human Resources under the regular posting practice. Each employee shall be paid his/her per diem rate of pay. Selection will be based upon the regular procedure defined in Article 9 Transfers/Vacancies.

R. PERFORMANCE EVALUATION

1. Process
  - a. Probationary employees will be formally evaluated at the completion of their probationary period. They will also have at least one informal meeting during the probationary period.
  - b. All non-probationary employees will be evaluated at least once every three (3) years.
  - c. All employees new to the position/building should be evaluated during the first year in the position/building.

- d. The evaluation process for non-probationary employees will include the following:
1. An initial meeting will be held by the 6<sup>th</sup> Friday of the school year. The initial meeting will include a review of the process, the evaluation form and timelines.
  2. Each employee's performance will be observed at least twice during the evaluation year by the evaluator. If any concerns are noted during these observations, the employees will receive written notification of those concerns and that the concerns may lead to an ineffective evaluation. The written notification must occur within ten (10) working days of the observation. The first observation will occur between the initial meeting and the end of 1<sup>st</sup> semester. The second observation will occur between the beginning of 2<sup>nd</sup> semester and spring break.
  3. A final meeting will be held before the third Friday of May each year. At that time the evaluation form will be completed, signed and filed with Human Resources.
  4. Any time an employee receives a minimally effective annual evaluation, the supervisor will provide the employee with a written Improvement Plan. The Improvement Plan will describe the actions the employee must take to improve, with time lines 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 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. Except in the case of probationary employees or a health and safety issue, the improvement plan will last a minimum of sixty (60) work days.
  5. 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:
    - a. The employee has successfully completed the plan of improvement and is considered effective
    - b. The employee has made progress under the plan and will be retained subject to a new or continued plan of

improvement;

- c. With the prior approval of Human Resources and the Association, the employee will be transferred to an available Association position (provided the employee has the necessary qualifications) or;
- d. The employee has not made progress under the improvement plan and is recommended for termination.

2. Out of sequence evaluations

If at any time the quality of the work of an employee is deemed minimally effective such employee shall receive a written communication from the immediate supervisor that an out of sequence evaluation will occur. The above timelines do not apply in the case of an out of sequence evaluation.

3. General rules regarding performance evaluations

- a. In the event an employee receives an ineffective evaluation; they will have the right to a waiting period of two (2) business days before signing the ineffective evaluation for the purpose of consulting with an Association representative.
- b. A short-term leave will not, due to the absence of the employee, cause any evaluation time line to expire. Any evaluation time line that falls during a short term leave will be extended for the number of work days equal to the length of the short term leave, beginning the day the employee returns from leave.
- c. GREA employees may not evaluate Association or bargaining unit members; the evaluator may seek input from GREA staff.

S. FLU SHOTS / HEP B INOCULATIONS

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

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

The series of Hepatitis B inoculations will be provided at no expense to the employee provided the employee completes the series. The District may deduct the cost of the

inoculations from the employee's paycheck if the employee does not complete the series. The District will cover the cost of the Titer Test.

T. 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 Human Resources. The employee designation may be cancelled or changed only by filing a new form with Human Resources.

U. LIABILITY INSURANCE

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

V. STATE REQUIRED LICENSE REIMBURSEMENT

The District will reimburse LPN's, Physical Therapy Assistants (PTA's) and COTA's for state required license, upon proof of payment. The amount paid will reduce the available amount of tuition reimbursement equal to the credit calculation necessary at the GRCC rate. The request for reimbursement must be made within 60 days of the payment.

## ARTICLE 13 - WORKERS’ COMPENSATION

### A. WORKERS’ COMPENSATION

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

During the first twelve (12) months from initial injury, an employee is qualified for workers’ compensation; there shall be no interruption in the following benefits: health/medical insurance, dental and vision reimbursement, life insurance and seniority.

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

### B. LIGHT DUTY

Light Duty assignments may be utilized for employees receiving workers’ compensation benefit for injuries sustained while working for the District and who are temporarily unable to perform the essential functions of his/her regular position.

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

1. If available, light duty will be assigned within the disabled employee’s department and from duties customarily performed by the department. However, the employee shall remain a member of the bargaining unit or the Association.
2. If light duty is unavailable within the disabled employee’s department, the District may assign the employee to light duty in other departments. However, the employee shall remain a member of the bargaining unit member or the Association.

3. Light duty will be assigned only to those employees whose disability is expected to be temporary with the anticipation that the employee will be able to return to his/her regular position.
4. Light duty assignments are temporary and shall not exceed 180 calendar days unless renewed or extended by the District up to an additional 180 calendar days.
5. Upon recovery from disability, the employee will return to his/her regular department, classification and location, if available. If unavailable, a comparable position will be provided pursuant to the terms and conditions of this Agreement.
6. Light duty positions are utilized at the discretion of the District and are not open for bids. However, the District must consult with the Association, and reach agreement regarding bargaining unit positions which will be held for light duty and will not be subject to posting and bidding.
7. Light duty employees shall continue to accrue seniority and benefits, including accumulated leave days, personal business days and vacation days. Light duty employees shall earn the rate of pay of the position they are filling on light duty, or his/her workers’ compensation rate, whichever is higher.
8. No current employee shall be displaced in whole or in part as a result of any employee being assigned light duty. Regular employees in the department shall be given first opportunity for overtime.
9. Employees assigned to light duty which is not part of his/her normal work assignment shall receive reasonably necessary training and assistance.

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## ARTICLE 14 - LAYOFF/RECALL

### A. LAYOFF

1. If a layoff occurs for any reason and probationary employees are employed, they shall be the first laid off. The District shall not be required to recall any probationary employee who was laid off.
2. If layoffs are required, the employees shall be laid off according to inverse order of seniority in the bargaining unit, provided the District is not required to keep any employee in a position for which he/she is not qualified. Qualified is defined as meeting the requirements in the posted job description.
3. Employees to be laid off shall be notified, in writing, of any layoff a minimum of fifteen (15) working days before layoff begins.
4. Employees who are laid off may not bid on open bargaining unit positions until they have been recalled.

### B. RECALL

1. When the workforce is increased following a layoff, employees laid off above shall be recalled in the inverse order of layoff, provided that the District is not required to recall any employee to a position for which he/she is not qualified.
2. Notice of recall shall be made by U.S. mail to the employee's last known address provided to Human Resources, with a copy to the Association. It is the laid off employee's responsibility to notify Human Resources of his/her current address. The District may precede written recall notice with a telephone call.
3. If the employee fails to report to work on the date of return stated in the recall notice, he/she is conclusively presumed to have voluntarily quit unless he/she:
  - a. is disabled and is unable to notify the District because of such disability; or
  - b. is disabled from working, in which case he/she is required to provide satisfactory medical evidence of such disability to Human Resources before the end of five (5) days. It is the employee's responsibility to keep the District apprised of the disability status and to provide advance notification of a return work date; or
  - c. is employed elsewhere, in this case, Human Resources shall have the discretion to grant an extension of the date to return to work so that the employee may comply with notification requirements of the other

employer. If the employee does not return to work on the original report date specified (or the extended date, if so granted) he/she shall be presumed to have voluntarily quit.

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

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## ARTICLE 15 - HOLIDAYS

### A. SCHEDULES

Each employee is entitled, according to the conditions listed below, to one (1) day of pay which is included in the schedules listed in Article 16, Schedules A and B for each of the following holidays:

- Friday before Labor Day
- Labor Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve Day
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- Day before Spring Break
- Memorial Day

### B. GENERAL CONDITIONS

Each employee is eligible for holiday pay provided:

1. The employee completes his/her last scheduled work day in his/her regular school year position prior to the holiday and commences work at the scheduled time on his/her next scheduled work day after the holiday.
2. In the event an employee is unable to work the days before or after the holiday because of proven illness or injury, requirement in "2" above will not apply.

### C. EMPLOYEES NOT ENTITLED TO HOLIDAY PAY

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

## ARTICLE 16 - BENEFITS

### A. INSURANCE BENEFITS

#### 1. General Provisions

- a. Except where the Board expressly agrees to provide the funds for specific benefits, the responsibility of the Board is limited to the timely payment of its portion of benefit premiums.
- b. The Board Shall pay the following annual amounts toward the total cost of the medical plans available to members inclusive of the medical premium and Health Savings Account (HSA) funding described below for each medical benefit plan coverage year.
  1. Single person coverage: \$6,818.87
  2. Two person coverage: \$13,268.93
  3. Family coverage: \$18,596.96

These annual employer paid amounts shall adjust annually at the beginning of each medical benefit plan coverage year, to the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution act.
- c. The employer paid amounts shall be prorated if the employee begins employment after the first month of school. The proration shall reflect the number of months employed including subsequent summer months.
- d. Medical premiums are payroll deducted from 20 pays, beginning in September and ending in June.
- e. The remaining annual cost for the employee's elected medical plan premiums shall be paid by the employee via payroll deduction through the pre-tax premium portion of the District's section 125 flexible benefits plan, and as such, will not be subject to withholding. The employee contribution shall be prorated for part-time employees who are less than full time, but work at least 16.5 hours.
- f. The employee's contribution for medical premiums shall be paid via payroll deduction through the pre-tax premium portion of the District's section 125 flexible benefits plan.

2. Eligibility

- a. Employees are eligible for benefits beginning on the first day of employment.
- b. Each eligible employee and his/her eligible dependent(s) as defined by the underwriters are to assure insurance coverage for the full period covered by this Agreement.

3. Benefits Plans

- a. Members may select one of the following benefit plans:

Choice A

Medical:	WMHIP Versatile 4 PPO
IN Deductible:	\$500/\$1000
IN Coinsurance:	10%
IN Copay (OV/UC/ER):	\$20/\$20/\$50 or coinsurance amount
Rx Coverage:	\$10/\$40; step therapy

Choice B

Medical:	WMHIP HDHP Flexible Blue 2
IN Deductible:	\$1400/\$2800
IN Coinsurance:	0%
IN Copay (OV/UC/ER):	Subject to deductible
Rx Coverage:	\$10/\$40; step therapy

Choice C

Medical:	WMHIP HDHP Flexible Blue 3
IN Deductible:	\$2000/\$4000
IN Coinsurance:	0%
IN Copay (OV/UC/ER):	Deductible amount
Rx Coverage:	\$10/\$40; step therapy

Choice D

Medical:	WMHIP HDHP Simply Blue
IN Deductible:	\$1400/\$2800
IN Coinsurance:	20%
IN Copay (OV/UC/ER):	Subject to the deductible or co-insurance
Rx Coverage:	\$10/\$40; step therapy

4. Non-Medical Benefits:

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

b. Dental: Delta Dental

Class I:	100%
Class II:	100%
Class III:	90%
Annual Max	\$2500
Class IV:	85%
Class IV/Lifetime Max	\$1500

c. Vision: VSP 3G

Co-payment – None	Participating Provider	Non-Participating Provider
Examination Once Ever Plan Year	Covered 100%	Reimbursed Amount Up to \$35 (OD) up to \$45 (MD)
Lenses: Once Every Plan Year <ul style="list-style-type: none"> <li>• Single Vision</li> <li>• Bifocal</li> <li>• Trifocal</li> <li>• Lenticular</li> <li>• Oversized Lenses</li> </ul>	Covered	<ul style="list-style-type: none"> <li>• Up to \$38</li> <li>• Up to \$60</li> <li>• Up to \$72</li> <li>• Up to \$108</li> <li>• Not covered</li> </ul>
Frames Once Every Plan Year	Retail Allowance Up to \$135	Up to \$55
Contact Lenses Once Every Plan Year Elective Contact Lenses	In lieu of Lenses & Frame Up to \$130 Retail	In lieu of Lenses and Frame Up to \$115

d. 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.

LTD Insurance Company: Reliance Standard

Benefits Coverage:	66 2/3%
Monthly LTD Benefit	66 2/3% of the first \$4,500 of your monthly predisability earnings, reduced by deductible income.
Maximum Monthly Benefit:	\$7,000
Qualifying Period	90 day calendar modified
Maternity Coverage	Yes
Mental/Nervous Waiver	Yes

- e. Life Insurance and Accidental Death and Dismemberment: One times salary, capped at \$50,000
- f. 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 75% of single subscriber hard cap prorated based on part-time hours and start date.

- g. Health Savings Account

The Board will establish and maintain a Health Savings Account (H.S.A) for employees choosing the High Deductible Health Plan. Health Equity shall be one of the HAS plan options.

Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HAS 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 HAS eligibility is increased beyond the current deductible level for any plan with the minimum deductible, the deductible will automatically adjust to meet the federal minimum requirement.

- h. Medical Plan Evaluation

In September of 2021, the association will secure a MESSA quote for medical insurance for 2022. If the medical insurance rate for the MESSA ABC 1 plan is less for two of the three rate (single, 2 person, family) than the 2022 renewal of WMHIP like product (Flexible Blue 2?), then the district will implement the MESSA plans offered by the district (KIEA contract if available). These plans will be implemented with a start date no later than January 1, 2022.

- h. Flexible Spending Account

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

Medical Spending Account  
Dependent Care Spending Account

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

i. Optional Benefits

1. All optional benefits elected by an employee shall be paid through payroll deductions.
2. Due to underwriting rules, new enrollments any time after the initial open enrollment period will be subject to a pre-existing condition limitation.
3. Optional benefits shall be made available to all benefit eligible employees through as follows:
  - a. Basic Term Life Coverage
  - b. Supplemental Term Life Coverage
  - c. Accidental Death and Dismemberment Coverage
  - d. Dependent Life Insurance
  - e. Survivor Income Coverage
  - f. Short Term Disability Insurance
4. Other Provisions
  - a. In the event that an employee is disabled through an injury or illness covered by Worker's Compensation, the employee's Medical Insurance, Dental Insurance, Vision Insurance, and Negotiated Group Term Life Insurance shall continue, with necessary premiums paid by the Board at the contribution level, for twelve (12) months from the date of disability. If the employee is still

disabled after twelve (12) months, he/she may, at the employee's cost, continue insurance benefits through COBRA.

b. The Board shall pay its portion of insurance premiums during the summer for laid off employees. However, employees must continue to pay their portion of the insurance premiums.

c. All other medical, negotiated group term life, dental, vision, LTD or cash in lieu changes will become effective the first of the month following the change of employment status.

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

e. All newly hired employees must enroll in benefits within 30 days of hire. An employee may change the level of coverage only during the annual open enrollment period or within 30 days of a qualifying event.

f. If the employee becomes totally disabled from any cause before reaching age sixty (60), the Negotiated Group Term Life insurance provided will be continued for the duration of his/her total disability without payment of further premiums regardless as to whether or not the carrier is still in force. The employee is responsible for making application for the waiver of premium in a timely fashion.

5. Changes in Carrier

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

B. TUITION REIMBURSEMENT

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

1. Course Approval

a. A Kent Intermediate School District 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.

- b. Such courses must be for college credit or workshop equivalent to college credit. In addition employees shall be reimbursed for Community Education courses related to the employee’s regular assignment. In all cases, the content of the courses must be work-related and/or part of a formal degree program. The District’s judgment of relevancy is final and binding and is not subject to the grievance procedure.

2. Eligibility

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

9 semester hours or 12 term hours

- b. 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.

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

3. Reimbursement Procedures

- a. Upon completion of an approved course, the employee shall complete a 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.
- b. The District shall process the claim according to its policies and procedures in effect for all other billings.
- c. 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.

C. 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 17 - WAGES

### A. SCHEDULE

1. A bargaining unit member's hourly wages shall be determined by his placement on the attached salary schedule.
2. A bargaining unit member who has had no experience in his specialization, or approved related field, shall receive the hourly wages at Step 1 of the salary schedule.
3. A bargaining unit member with experience outside of Kent Intermediate School District will be given credit up to and including there (3) years.

### B. 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.

### C. STEP PROGRESSION

Each employee working at least one-half of the school year will move one (1) step.

D. Employees will be paid bi-weekly for hours worked and/or for holiday and other approved paid leave time within the district pay period. All employees will be paid on an hourly basis.

### E. LONGEVITY

For longevity purposes, years of services in the District shall be computed once per year. Each full-time employee shall be paid longevity the second pay period in June as follows:

<u>Years</u>	<u>Amount</u>
1-4 years beyond step 6	\$400
5-9 years beyond step 6	\$800
10-14 years beyond step 6	\$1200
15-19 years beyond step 6	\$1600
20-24 years beyond step 6	\$2000
25+ years beyond step 6	\$2400

The portion of the first year of employment shall be counted as a full year provided such portion is six (6) months or more. For all subsequent years, an employee who works at least 50% of his/her contractual year shall have earned a year toward longevity.

Employees whose employment terminates for any reason other than disciplinary action, prior to the 2nd pay period in June shall be paid longevity at the time of the termination of employment, prorated to the time of termination of employment through the last full month of employment.

F. PAY INCREASES

All pay rate increases shall be effective at the start of the school year, unless otherwise negotiated.

G. STEP INCREASES

Employees who are eligible for step advancement will receive it at the start of the school year, unless otherwise negotiated.

H. SUBSTITUTE STIPEND AND COMPENSATION

1. A \$300.00 stipend will be paid to each KISSA bargaining unit member who:
  - has 60 credit hours, has an official (with seal) transcript on file in Human Resources from a college or university or has a teaching certificate on file,
  - Agrees to substitute for day-to-day subbing in their own building/program.
  - Is granted a permit by the State of Michigan to substitute teach (note: the employee is responsible for the annual fee).

*The stipend will be paid in June and adjusted at the semester only.*

2. When an employee agrees to substitute as a certified teacher the employee will earn an additional \$40.00 per day in addition to their regular rate. This compensation will be reflected within the pay period of the days worked as a substitute.

I. OVERPAYMENT/UNDERPAYMENT

The parties agree that where an overpayment or underpayment to a 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 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.

*The remainder of this page is intentionally left blank.*

## ARTICLE 18 - PROVISIONS

### A. AGREEMENT SUPERSEDES RULES & POLICIES

The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the District.

### B. CONTRARY TO LAW

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

### C. EQUALITY OF APPLICATION

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination as defined in District Policy.

### D. COPIES OF AGREEMENT

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

### E. SCHOOL CLOSINGS/INCLEMENT WEATHER

Should the State Aid Act continue to require the rescheduling of Act of God Days, it shall be accomplished through the following procedure:

1. Nothing in this Agreement shall require the District to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.
2. Employees shall not be required to be in attendance on days when students are excused from schools due to inclement weather or when schools are otherwise closed due to Acts of God.
3. When schools are closed during the school day because of inclement weather, KISSA bargaining unit members will be excused by the administration as soon as they have completed the supervision of student dismissal. Employees shall receive their regular compensation for any time when students are excused from schools due to inclement weather or when schools are otherwise closed due to Acts of God.

4. When Act of God days are rescheduled pursuant to the current State Aid Act or subsequent statutes, employees shall be required to report to work and will not be paid for the rescheduled days.
5. Should it become lawful, during the term of this Agreement, to permit Act of God Days without a requirement that such days be rescheduled the parties agree to be governed by the provisions of 1., 2. and 3. above.
6. Should an Act of God Day cause the scheduling of additional student instruction time to meet the K-12 requirement, the first make-up day will be scheduled based on the current school calendar.

F. WAIVERS AND DEVIATIONS

Prior to applying for waivers/deviations, the District will notify KISSA bargaining unit members whose jobs will be affected will likewise be notified and will have the opportunity to be present during the planning process in order to be informed.

Upon request, the District will provide the Association with a copy of the waiver/deviation form used to support the necessity or rationale of the request(s), i.e., inadequacy of resources/funds to address full compliance.

G. INTEREST BASED STRATEGIES

The parties agree to utilize Interest Based Strategies as a problem solving tool. The Association and Human Resources will be responsible for calling meetings as appropriate. The Association and the District will each designate their participants. Letters of Agreements developed through this process will be subject to the normal ratification process.

H. EMERGENCY MANAGER

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

*The remainder of this page is intentionally left blank.*

**ARTICLE 19 - DURATION**

This Agreement shall be effective upon ratification by both parties and shall continue in effect until the, 31<sup>st</sup> day of August 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. This Agreement is entered into this day December 17, 2019, by the parties.

This agreement may be re-negotiated during its term at the option of either party after March 1, 2021. If this agreement is re-negotiated, the negotiations shall be specifically limited to the direct pay rates, inclusive of steps, and hardcap 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 KENT INTERMEDIATE SCHOOL DISTRICT

KISSA ASSOCIATION  
of INSTRUCTIONAL SUPPORT SPECIALISTS,  
EMPLOYMENT TRAINING SPECIALISTS,  
NON-CERTIFIED TEACHERS, LICENSED  
PRACTICAL NURSES, CERTIFIED  
OCCUPATIONAL THERAPY ASSISTANTS AND  
PHYSICAL THERAPY ASSITANTS

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

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

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

by \_\_\_\_\_  
Its MEA Uniserve Director

SALARY SCHEDULE

<b>KISSA Wage Schedule</b>							
<b>2019-20</b>							
Step/Level	0	1	2	3	4	5	6
	\$16.41	\$18.27	\$19.11	\$20.05	\$20.96	\$21.87	\$22.77

<b>KISSA Wage Schedule</b>							
<b>2020-21</b>							
<b>1.65 % Increase</b>							
Step/Level	0	1	2	3	4	5	6
	\$16.68	\$18.57	\$19.43	\$20.38	\$21.31	\$22.23	\$23.15



## 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 KISSA 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>1</sup>. The Board will provide results to the Association only after the employee consents in writing to the disclosure. Except as expressly required by law, the Board will not release test results without the employee's written consent. Upon written request at any time, the Board will provide the Association with the contents of all investigatory files pertaining to violations of this agreement, excluding test results (unless the employee has consented.)

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

5. **Notice to Employees.** The Association will use its best efforts to provide a copy of this agreement to all employees for ratification. The Board will use its best efforts to distribute this agreement to all employees within thirty (30) days after ratification. It shall also be distributed at new employee orientations. The Board will have it available for employee review in all District buildings.
6. **Drug and alcohol testing.** All testing will occur at a laboratory certified to conduct DOT testing. All testing expenses shall be paid by the Board, unless otherwise stated in this agreement. The test protocols contained in 49 CFR part 40 which apply to the reasonable suspicion testing mandated by OTETA, including the split sample, shall be used. The drug test used shall be the N.I.D.A.-like type and automatic M.R.O. (Medical Review Officer) review, including any revision to the N.I.D.A.-like test. The N.I.D.A.-like test currently detects amphetamines, cocaine, marijuana, opiates, and phencyclidine (PCP).

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

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

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

**9. Board Right to Mandate Test Upon Reasonable Suspicion.****a. First Incident.**

1. If two trained administrators, using the “Observed Behavior-Reasonable Cause Record” (which is attached to this agreement) have made a determination that there is reasonable suspicion that an employee may be at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body, the employee shall receive a Notice of Rights (attached). The Notice of Rights shall be signed by the employee to indicate that it has been received, and a copy shall be placed in an investigative file. The issuance of the Notice of Rights may not be grieved or arbitrated. The Notice of Rights is not considered discipline nor is it evidence of substantiated unprofessional conduct. No further action will take place unless there is another reasonable suspicion incident (within 36 months of the issuance of the notice) in which two trained administrators make a determination that there is reasonable suspicion that an employee is at work with detectable levels of alcohol (.04 or above), illegal, or unauthorized drugs in their body.
2. Upon the first occurrence of reasonable suspicion, the employee will be placed on sick leave for the remainder of the day/shift and transported home. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge.
3. The employee shall be referred to the E.A.P. for an evaluation. The evaluation shall be during regular work hours and at no expense to the employee. Failure on the part of the employee to attend and cooperate without good cause shall subject the employee to discipline, up to and including discharge. The E.A.P. counselor will report to the Board only that the employee attended. All other information is confidential.
4. The employee may submit a written statement, not exceeding five pages, to be appended to the Notice maintained in the investigative file. At the employee’s option, he/she may submit to the Board evidence of a medical condition, which might be mistaken for substance abuse. The employee may voluntarily request a drug and alcohol test upon the first occurrence of reasonable suspicion. If the test is negative, the Notice of Rights will not be issued or placed in an investigative file. If the test results are positive, the employee may face adverse disciplinary consequences, up to and including discharge. Labor Relations will review the investigative file to ensure that the procedures described herein were substantially followed.
5. If, after thirty-six calendar months, there is no similar incident, the investigatory file and Notice of Rights shall be of no effect and/or be destroyed. Any further incidents shall be considered a first incident.

- b. **Subsequent Incident(s).** If an employee has received a Notice of Rights within the past 36 months and two trained administrators, using the “Observed Behavior-Reasonable Cause Record” determine that there is reasonable suspicion the employee is at work with

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

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

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

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

*The remainder of this page is intentionally left blank.*

**NOTICE OF RIGHTS**

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

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

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

**YOUR RIGHTS:**

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

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

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Cc: Labor Relations & Legal Services

\_\_\_\_\_  
Date

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

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