

# **MASTER AGREEMENT**

between the

**Reeths-Puffer Office Personnel  
and Paraprofessional Association  
MEA/NEA**

**RPOPPA**

and the

**Board of Education of the  
Reeths-Puffer School District  
Muskegon, Michigan**

**July 1, 2012 to June 30, 2013**

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**ARTICLE 1**  
**PARTIES TO THE AGREEMENT**

This Agreement made and entered into by and between the Board of Education of the Reeths-Puffer School District, Muskegon, Michigan, hereinafter referred to as the "Employer", the "Board" or the "School District" and the Reeths-Puffer Educational Support Personnel Association, MEA/NEA, (Office Personnel and Paraprofessionals) as described in MERC Case No. R88 A-11 and R88 A-12, hereinafter referred to as the "Union" or "Association".

**ARTICLE 2**  
**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth the wages, hours, terms and conditions of employment that shall prevail for the duration of this Agreement. The Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement. This Agreement shall supersede all previous policies adopted by the Board or past practices affecting the Union which are contrary to or inconsistent with its terms, except as mutually agreed to by the Board and the Union through subsequent negotiations. All such previous policies adopted by the Board and all such past practices affecting the Union pursuant to this provision are no longer in effect.

**ARTICLE 3**  
**BOARD OF EDUCATION RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States.
- B. The Union recognizes that the Board is legally responsible for the operation of the entire school system within the boundaries of the Reeths-Puffer School District, Muskegon County, 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. The Union recognizes that the Board may invoke appropriate disciplinary action, in situations where employees fail to adhere to the terms and conditions of employment herein outlined or to reasonable rules, regulations and, policies of the Board.
- D. Manage and control its business, its equipment and its operation and to direct the working force and affairs of the school district.
- E. Hire all employees and, subject to the provision of law, to determine their qualifications.
- F. Establish levels of support services and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- G. Determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods, and processes of

carrying on the work including automation or contracting thereof, or changes therein; the institution of new and/or improved methods or changes therein.

- H. Adopt rules and regulations.
- I. Determine financial policies and accounting procedures.
- J. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, groups, and divisions or sub-divisions thereof, and the relocation or closing of offices, groups, divisions or sub-divisions, buildings or other facilities.
- K. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board shall be limited only by the terms and provisions of this agreement, state and federal laws and/or the Constitutions of the State of Michigan and/or the United States of America.

#### **ARTICLE 4** **RECOGNITION**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all full-time and regular part time secretaries, including high school secretary, middle school secretary, intermediate secretary, elementary secretary, building receptionist, instructional services secretary, maintenance secretary, special services secretary, and guidance department secretary; clerks, including payroll clerks, LMC/Technician, special services clerks, and paraprofessionals; but excluding confidential office personnel, casual employees, temporary employees, substitute employees, bus drivers, custodial employees, maintenance employees, kitchen employees, cafeteria employees, professional employees, and all other employees.

If a position is eliminated and subsequently reinstated, it will return to the unit.

The Board of Education has a right to five (5) confidential office personnel (non-members of the bargaining unit) assigned to central office administrators. No current bargaining unit member would be replaced by confidential office personnel.

#### **ARTICLE 5** **UNION RIGHTS**

- A. The Union and its representatives shall have the right to use school facilities and equipment for Union business in the building in which it is located, including available technology at reasonable times, when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incidental to such use. The person operating each piece of equipment shall be trained to operate that machine prior to the use.
- B. Executive officers of the national, state, and local union or their representatives, duly authorized to represent the Union, and/or the president of the local union will be permitted to participate in any negotiations or grievances relative to hours, wages, and working conditions providing that when they are to be on the Reeths-Puffer District grounds that the Employer is notified and it does not stop or delay normal operations, informs the Employer of whom he/she wishes to see, and for what purpose. Employees will not be paid for such time unless the Employer so agrees to do so.

- C. The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned. The Union may use the District mail services for communication to bargaining unit members concerning Union business.
- D. The names of the officers, association representatives, or alternates shall be given in writing to the Employer. Any changes in officers, association representatives, or alternates will be reported to the Employer in writing as far in advance as possible.

**ARTICLE 6**  
**UNION DUES OR FEES AND PAYROLL DEDUCTIONS**

- A. Any employee who is a member of the Union or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of dues, assessments and contributions in the Union which sum shall be in such amount as established by the Union. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the Reeths-Puffer Office Personnel and Paraprofessional Association MEA/NEA Constitution and Bylaws. Pursuant to such authorization, the Board shall deduct equal payments of such dues, assessments and contributions from the regular payroll check of the employee each pay period for 19 pays, beginning in September and ending in May of each year. No deduction will be taken the first pay period in January.
- B. The Union recognizes its responsibility to provide the Board's designated financial official a continuous membership list on or before September 1 of each school year.
- C. The Union will notify the school payroll office prior to September 1 of each school year as to the amount of yearly dues to be deducted from the employee's salary.
- D. **Joining the Union or Service Fees**
  - 1. Each bargaining unit member shall, as a condition of employment, (1) on or before sixty (60) calendar days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union or (2) pay a Service Fee to the Union, pursuant to the Union's "Policy Regarding Objections to Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Union dues collected from Union members. The bargaining member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amount, as nearly as may be from the paychecks of each bargaining unit member. Moneys so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
  - 2. Pursuant to Chicago Teachers Union v. Hudson, 106 S CT 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to Non-Union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall

have been availed and/or exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this section shall be subject to the grievance procedure set forth in this Agreement.

3. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated sixty (60) days following the Union's notification to non-members of the fee for that given school year.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
  - a. The employer gives full and complete cooperation to the Union and permits the Union intervention as a party if it so desires, and
  - b. The employer gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels. The Union agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.
- E. School year employees shall receive twenty-one (21) pays and full year employees shall receive 26 pays.
- F. Payroll deductions will be available to employees on a mutually agreed basis.
- G. The Board agrees to promptly remit to the Union all dues, assessments, and service fees deducted in accordance with those procedures as outlined in Section A of this Article.
- H. The Parties agree that the District will participate with the Michigan Retirement Investment Consortium, (MRIC), for the purposes of compliance, administration, and processing of payments related to employee contributions with Districts 403(b) and annuity plans. The parties recognize the consortium has designated a third party administrator (TPA), not having a vendor relationship with the District's Plan. All IRS regulations will be followed.
  1. The parties recognize that MRIC has named MEA Financial Services as a vendor with 403(b) plan. Should this designation be changed, the District will create an independent slot for MEA Financial.
  2. Should any vendor fail to meet the minimal participation standards of ten (10) employees, the parties recognize the obligation to make changes. If the consortium drops a vendor due to a lack of quality or service standards established at the time of the initial plan document, the Association will be notified and work with the Board to resolve concerns.
  3. The parties further understand and agree that the regulations regarding the administration of 403(b) plans continue to evolve and it is the intent of the parties to comply with all IRS and

legal requirements. Plan documents will be shared with the Association and all bargaining unit members are eligible to participate in the plan.

- I. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board or its agents were negligent in the care and handling of the monies involved.

**ARTICLE 7**  
**EMPLOYEE RIGHTS**

- A. The word employee shall be defined as follows:
  - 1. Full-time, Full-Year Employee - Any person covered by this contract who works at least six (6) hours per day, five (5) days per week for the entire calendar year.
  - 2. Full-time School-Year Employee - Any person covered by this contract who works at least six (6) hours per day, five (5) days per week for the entire school year.
  - 3. Part-time Employee - Any person covered by this contract who works less than six (6) hours per day, five (5) days per week.
  - 4. Calendar Year - July 1 through June 30.
  - 5. School Year - That portion of the year in which school is in session for students.
- B. Pursuant to Act 379 of the Public Act of 1965, as amended, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of 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 enjoyment of any rights conferred by Act 379 or other laws of the State of Michigan or the Constitution of Michigan and United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective bargaining with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. All new district employees shall serve a probationary period of ninety (90) actual work days. The purpose of the probationary period is to give the Employer an opportunity to observe the performance of the new employee and dismiss such employee without recourse. The Employer shall evaluate, in writing, each new employee no later than the employee's 45<sup>th</sup> working day. All provisions of the relevant Evaluation Form shall apply. The supervisor shall provide a copy of the evaluation and meet with the employee to discuss the evaluation. Failure of the Employer to evaluate the new employee shall mean that his/her work is deemed to be satisfactory.

The probationary period may be extended an equal amount of time by mutual consent of the Union and the Employer.
- D. Employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with

respect to his/her employment unless such activities interfere with the operation of the district.

- E. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, gender, or marital status.
- F. Membership in the union shall be open to all bargaining unit members regardless of race, creed, sex, marital status or national origin.
- G. Employees shall not be prevented from wearing Union insignia, on or off the school premises.
- H. No employee shall be disciplined, reprimanded or discharged, without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth, including arbitration.
  - 1. An employee shall be entitled to have present a representative of the Union during any meeting to discuss disciplinary action.
  - 2. Employees to receive disciplinary action, in any form, must be notified of such disciplinary action within five (5) work days from the knowledge of the incident for which the action is taken.
  - 3. When requested by an employee in writing, the District shall expunge discipline from the employee's personnel file which is four (4) years old or older, provided there has been no reoccurrence or is not misconduct as defined by MESC.
- I. The Union, its officers and its members, individually and collectively agree that during the course of this Agreement neither it, nor they, will cause, permit, or take part in, any sit-down, stay-in, or slow-down, or any curtailment of work, or restriction of service or interference with education of the children. The Employer agrees that during the course of this Agreement, it will not lockout its employees.

## **ARTICLE 8**

### **EVALUATION OF EMPLOYEES**

- A. All non-probationary employees shall be evaluated by their immediate supervisor no less than once every three (3) years. Employees will be notified in writing by October 15<sup>th</sup> that they will be evaluated during the current school year. Evaluations shall be completed no later than May 30 of the school year in which they are due.

Employees given notification of specific work related performance concerns, may be evaluated no later than May 30. The employee will be provided 24 hour notice prior to any observation or evaluation meeting.
- B. Each evaluation shall include a conference with the evaluator. The evaluation may consist of formal and informal observations. If a formal or informal observation is conducted and the evaluator notes area(s) of concern, the evaluator shall meet with the employee, within five (5) days to summarize. The employee will have 24 hours notice prior to a formal observation. The evaluation process shall conclude with a conference with the evaluator and a written copy of the evaluation. The employee shall be given 24 hours notice of the evaluation conference. The employee shall sign the evaluation report prepared by the evaluator. In no



case shall the employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.

- C. If the employee so wishes, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.
- D. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall identification of the specific ways in which the employee is to improve, and of the assistance to be given by the Employer towards that improvement. The plan of assistance will be given by the employer.
- E. All written evaluations with applicable attachments are to be placed in the employee's personnel file.
- F. The content of evaluations shall not be subject to the grievance.
- G. The Association and the Board of Education may by mutual agreement change the evaluation process and the evaluation form. Evaluation forms shall be developed jointly by the association and the district and shall be subject to change by mutual agreement. When changes are made and agreed to, they will be presented to the employee group within ten (10) calendar days.

**ARTICLE 9**  
**CAREER CATEGORIES**

**A. CATEGORY I – OFFICE PERSONNEL**

- |                                     |                         |
|-------------------------------------|-------------------------|
| 1. Group 1 Secretary                | 3. Group 3 Secretary    |
| 2. Group 2 Secretary/LMC Technician | 4. Group 4 Receptionist |

**B. CATEGORY II – INSTRUCTIONAL PARAPROFESSIONAL PERSONNEL**

- 1. Group 5 - GENERAL EDUCATION/TITLE I PARAPROFESSIONAL  
Prerequisite: 2 years of college or necessary certification for NCLB
- 2. Group 6 - SPECIAL EDUCATION CLASSROOM PARAPROFESSIONAL
  - a. General classroom
  - b. Self contained special educationMust be Highly Qualified per all NCLB criteria
- 3. Group 7 - SPECIAL EDUCATION STUDENT(S) ASSISTANT PARAPROFESSIONAL
- 4. Group 8 - STUDENT MONITOR
  - a. Lunch/Recess/Hall Monitor
  - b. Bus Monitor

**GENERAL PROFESSIONAL SKILLS  
FOR ALL CATEGORY I GROUPS**

SKILLS/ POSITION	GROUP 1 Secretary	GROUP 2 Secretary	GROUP 2 LMC	GROUP 3	GROUP 4
Typing Speed	60 wpm	60 wpm	60 wpm	55 wpm	50 wpm
Computer Operation	*District Operations Systems	*District Operations Systems	Operations Systems (Follett and other)	Basic	Basic
Word Processing	Required	Required	Required	Required	Required
Writing Skills	Editing/Bus comp.	Compose letters/memos	Compose letters/memos	Compose letters/memos	Compose letters/memos
Office Machine Use	Basic	Basic	Inc. AV Equipment	Basic	Basic
Customer Service	Required -with Exceptional Phone Skills	Required -with Exceptional Phone Skills	Required -with Exceptional Phone Skills	Required-with Exceptional Phone Skills	Required with Exceptional Phone Skills
Filing	Required	Required	Required	Required	Required
First Aid Knowledge	Required	Required	Required	Required	Required
Spreadsheets	Required	Required	Required	Required	Required
Basic Accounting	Required	Required	Required	Preferred	
Scheduling	Required	Required	Required		
Basic Budgeting	Required	Required	Required		
Presentation Skills/Power Point	Required	Required	Required	Required	Required
Lifting	Minimal	Minimal	Minimal	Minimal	Minimal
Recordkeeping	Required	Required	Required	Required	
Other Special Skills			CIS, Cataloging System, Extensive Computer Application Knowledge		
Education	Secretary Degree Pref.	H.S. Grad Equiv.	H.S. Grad Equiv.	H.S. Grad Equiv.	H.S. Grad Equiv.

\* District Operations Systems includes but is not limited to: Pupil Accounting Software, Substitute Employee Software, Financial Software, Microsoft Office Software, and others as needed.

## **CATEGORY I - DESCRIPTIONS AND POSITION LOCATION**

**GROUP 1: SECRETARY 1** - Employees in this group will be required to possess accounting and bookkeeping skills required to maintain the school building or group budget. This employee is expected to accept responsibilities involving judgment factors over and above that expected of a Group 2 Secretary and a Group 3 Secretary as reflected in the position description. Employees in this group shall demonstrate exemplary customer service skills.

Jobs in this group include: Secretaries to the principals at the high school, middle school, intermediate school, Reeths-Puffer, Central, McMillan, Twin Lake Elementary schools, District Registrar, Athletics, and non-exempt secretaries to Central Office Administrators.

**GROUP 2: SECRETARY 2 and L.M.C./TECHNICIAN ASSISTANT** – Secretary 2 and LMC Technician Assistants must be able to type with a good degree of speed and accuracy. Recordkeeping and handling of money may be required.

Jobs in this group include: Secretaries to the assistant principals, secretary to high school and middle school counselors, second secretarial positions in elementary buildings, Maintenance Department and technical positions at various locations. Employees in this group shall demonstrate exemplary customer service skills.

**GROUP 3: SECRETARY 3** - General clerical work involving the use of a computer for many duties including typing of reports and letters, filing, telephone techniques, mechanical machine operation and/or technical knowledge for the specific job. Group 3 secretaries may be called upon to assist secretaries in Groups 1 and 2. Employees in this group shall demonstrate exemplary customer service skills

Group 3 secretaries shall be in the following positions: Food Service Group, Special Services and Student Services

**GROUP 4: RECEPTIONIST** - Receptionist work involves the greeting and directing of visitors, the operation of the phone system, the use of computer and word processor for many duties, including typing of reports and letters and filing. Group 4 receptionists may be called upon to assist secretaries in Group 1, 2 and 3. Employees in this group shall demonstrate exemplary customer service skills

A college or university degree in business or the secretarial science area may be used to qualify for positions in Category I for up to ten (10) years from the date the degree was awarded. All applicants who have not otherwise qualified and pre-qualification candidates must complete a test administered by the district.

## CATEGORY II - GENERAL PROFESSIONAL SKILLS FOR ALL GROUPS

### GENERAL PROFESSIONAL SKILLS FOR ALL CATEGORY II GROUPS

Skills/Group	GROUP 5 General Ed/Title 1 Paraprofessionals	GROUP 6 Special Ed Classroom Asst. Paraprofessional	GROUP 7 Special Ed. Student(s) Asst. Paraprofessional	GROUP 8 Monitors
Education/ Certification	Associates Degree (or equivalent semester hours) or required certification	HS graduate/equiv.	HS graduate/equiv.	HS graduate/equiv.
Experience working with children in a classroom	2 years working in a classroom desired	Experience working with children	Experience working with children	Experience working with children
Behavioral management training	Required	Required	Required	
Demonstrates listening skills	Required	Required	Required	Required
Large and small motor skills development		Required		
Basic computer skills	Required	Required	Required	
Copy machine usage	Required	Required	Required	
Writing skills (age appropriate)	Required	Required	Required	
Communication skills (age appropriate)	Required	Required	Required	Required
Math skills (age appropriate)	Required	Required	Required	

**GROUP 5: GENERAL EDUCATION/TITLE I PARAPROFESSIONAL - Classroom**

Paraprofessionals employed in positions requiring associate's degree or equivalent semester hours or certificate, in which all academic needs of the student may be met in this classroom and all subject areas may be taught.

**GROUP 6: SPECIAL EDUCATION CLASSROOM PARAPROFESSIONAL – Positions**

within this group may be full time or part-time positions. They must meet all Highly Qualified Guidelines per the No Child Left Behind Act.

**GROUP 7: SPECIAL EDUCATION STUDENT(S) ASSISTANT PARAPROFESSIONAL**

Special Education Student(s) Assistant positions shall be created only upon the requirements of an individual student(s)' Individualized Education Program (IEP) and shall remain in effect only as long

as required by the IEP and allowed by state law, rule or regulation. The position shall entail normal classroom duties as well as added health care duties as allowed under state guidelines.

A Special Education Student(s) Assistant is employed to provide specific assistance to identified student(s). These positions may require training in related education and medical daily living services. Medical may include but not be limited to trachea suction, catheterization, percussion, CPR, ostomy, feeding tubes, toileting, bathing, and other as allowed by law.

Employees in these positions shall occupy the position upon the requirements of a student(s) IEP's and shall remain in the position as required by the IEP. Hours and days may vary by position and are dependent upon the days and hours an individual student or students are in school. Positions may be reassigned each school year.

Job postings shall contain specific information of the kind of educational, behavioral, or related services to be performed for the student(s).

The district shall provide training for the employees in personal care and related procedures to be performed. The training will be conducted by competent professionals within the first thirty (30) days on the position. All bargaining unit members will be eligible to receive this training at no expense. Any bargaining unit member who is awarded a position as a Special Education Student(s) Assistant shall receive refresher/update training as needed at district expense. Only persons who apply for transfer into, or hire into positions that specifically include providing such services to the students shall be required to do so. Employees providing such services shall have access to any information regarding a particular student which is needed to provide the service.

If the special education student(s) assistant works with one specific student and is notified the specific student will be out for a minimum of three days, the assistant will not report to work beginning the second day. The assistant will return beginning the scheduled return date of the student.

**GROUP 8: STUDENT MONITOR** - The individual will be responsible for tasks assigned by the building administrator or designee. Responsibilities will include supervising students in the cafeteria, hallways, classroom, and on the playground. Also, the individual will be responsible for maintaining records and other tasks as assigned within the Group 8 responsibilities

## **ARTICLE 10** **SENIORITY**

- A. The Employer shall prepare and post an updated seniority list in each building twice a year, once by November 1 and once by February 28. Objections to the seniority list shall be filed within fifteen (15) workdays of the posting, thereafter, the list shall be final and conclusive.
- B. All bargaining unit seniority is lost when the employee resigns, retires, or is discharged for cause.
- C. CATEGORY I – Office Personnel
  - 1. For Category I employee's seniority shall be defined as an employee's length of service in each group within the Category. Seniority shall not accrue or be lost when an employee takes an authorized unpaid leave of more than ten (10) working days. Seniority shall accrue for any employee on paid sick leave, layoff, or an authorized unpaid leave of ten (10) working days or less.

2. Seniority accrued by an employee shall not transfer between groups and categories.
3. In the event two or more applicants meet the qualifications for a position as posted in Category I, priority shall be given to the employee with the most seniority within the group first, then the category, then the bargaining unit. Once an employee has successfully bid across a group the employee will be positioned on the seniority list according to his/her original hire-in date within that group.
4. If an employee has left a group within Category I at any time, the employee's seniority within that group will be frozen until such time as the employee returns to that group.

D. CATEGORY II – Instructional Paraprofessional Personnel

1. For Category II employee's seniority shall be defined as an employee's length of continuous service within the Category, beginning with the employee's first day of work.
2. Seniority accrued by an employee shall transfer within the Category II.
3. In the event two or more applicants meet the qualifications for a position as posted in Category II, priority shall be given to the employee with the most seniority within the Category first, then the bargaining unit. Once an employee has successfully bid, the employee will be positioned on the seniority list according to his/her original hire-in date within that Category.

E. BOTH CATEGORY I AND CATEGORY II

1. In the event an employee holds a position with job responsibilities within more than one group, the employee shall accrue seniority in the group in which the employee works the greatest number of hours on an annual basis. In the event the hours spent in each group are equal, the employee shall designate the group in which they will accrue seniority.
  - a. Positions are classified on the basis of the technical knowledge, training, education, skills, experience, responsibilities, and relative degree of proficiency required.
  - b. All new hires shall be placed on salary step one of the salary schedule for the position being filled, unless mutually agreed upon by the administration and the Association.
  - c. A change to a higher job assignment by an employee shall not mean a reduction in hourly rate except if an employee elects to accept a voluntary transfer between the secretarial and paraprofessional categories. The employee shall be placed on whatever step necessary to ensure he/she will be paid at least commensurate with his/her present hourly rate.
  - d. It is understood that each office has peak periods of productive activity where all employees are expected to join in and complete a job regardless of their group.

**ARTICLE 11**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

- A. Pre-qualification testing for all positions shall be offered when requested by the employee through pre-scheduling with the Human Resources office. The most current test results will be considered in evaluating an employee's qualifications. When the employer intends to revise or create a new test, advance notice shall be provided to the association. Any new or revised test shall be offered for the first time in the month of October. Those wishing to move into Category 1 and those looking to move into a higher group must pass the most current testing prior to bidding on an open position. Any employee pre-qualified for a position after 1998 shall be considered qualified for Group 2, 3, or 4 positions. An individual will have three attempts to pass testing at a specific level in any given calendar year.
- B. Category 1, Group 1 vacancies will be posted and filled by the Board. Group 1 vacancies will be posted internally and externally. Current Group 1 and qualified Group 2, 3, or 4 staff members may apply and be given first consideration for a vacant position. Seniority does not dictate placement into a Group 1 position.

Category 1, Group 2, 3, and 4 vacancies shall be posted for a period of five (5) working days. The posting shall include the needed qualifications and background, a brief job description, and job location.

Vacancies occurring in Category I positions shall be posted and filled in accordance with the provisions of this agreement as permanent assignments regardless of when the vacancy occurs.

Vacancies in Category II occurring in the first semester shall be posted in December with placement at the beginning of the second semester. Vacancies occurring within Category II during the second semester shall be posted and sent to all bargaining unit members by August 1<sup>st</sup> for placement at the beginning of the school year. The District and Association shall convene a Bump/Bid Meeting on the second Tuesday in August for the purpose of determining request for transfers and placement resulting from vacancies created by job placements.

Any position remaining after the Bump/Bid Meeting shall be filled in accordance with the provisions of this agreement.

Any vacancy occurring within Category II during the school year shall be filled by temporary assignment until the posting period in December or August.

Before offering opportunities to non-bargaining unit members for filling vacancies occurring as a result of Section A, the following procedure will be followed:

Bargaining unit members interested in filling a temporary substitute position, in addition to their contractual position, must register their interest in advance. Employees must sign up with the Superintendent or his/her designee at the start of each school year or at the time of initial employment. Positions are temporary and will be posted for the transfer in December or August. Substitute hours will be paid at the 1<sup>st</sup> step regardless of the employee's regular salary rate. Priority will be given by seniority within the affected building first and then by seniority within the district provided the individual is qualified to perform the duties. Scheduled hours of the temporary position must be compatible with contractual hours and not exceed forty (40) hours per week unless otherwise agreed by the District. Conflict in meeting

the commitments of either position will result in the temporary position being offered to another person. If an employee refused a position without sufficient reason, her/his name will be moved to the bottom of the list.

- C. Any employee may apply for any vacancy by signing the posting and/or sending a letter of qualification to the Office of Human Resources. The local president or association representative may sign on behalf of an employee.
- D. When filling a Category 1, Group 2, 3, or 4 and a Category 2 vacancy, the following factors shall be given consideration:
  - \* Seniority
  - \* Qualifications / necessary skills

In the event two or more applicants are equally qualified for the position as posted in Category I, Group 2, 3, and 4, and their most recent evaluation meets expectations priority shall be given in filling the vacancy for:

- a. Seniority within the position/group
- b. Seniority within the category
- c. Seniority within the bargaining unit

In the event two or more applicants are equally qualified for the position as posted in Category II, and their most recent evaluation meets expectations priority shall be given in filling the vacancy for:

- a. Seniority within the category
- b. Seniority within the bargaining unit

At the Employer's discretion, a new assignment may not begin until all vacancies created by the original vacancy have been filled.

- E. Any employee who is a successful bidder for transfer or promotion, once school has started, may not bid on any job for twelve (12) months from the date of the successful bid. For the purpose of this Agreement, the date of the notification of success would be sufficient. The twelve (12) month eligibility clause may be waived by mutual consent of the Union and the Employer.
- F. An employee who has been granted a transfer to a vacancy may have a trial period in the new position not to exceed thirty (30) work days. This excludes Group 1 transfers. If for any reason the employee cannot meet the requirements of the new position, he/she may return to his/her former position. During the trial period, a substitute employee may be hired for the vacated position, or if feasible, the Board may, by way of temporary transfer within the group, move people up, with mutual agreement, so that a substitute is hired for the lowest position.

In the event an employee accepts a transfer to a position in another category or group, seniority will not accrue until completion of the 30 workday trial-period. Upon completion of the 30 workday trial-period, seniority will be determined as the first day of work in the new position. If the employee returns to the original position, they will suffer no loss of seniority.



- G. A temporary employee shall be an employee hired to replace an employee who is temporarily absent due to illness, disability, vacation, or to fill a job that cannot be posted as a permanent vacancy until the next bid posting. Temporary employees shall not accrue any benefit under the terms of this agreement and are not members of the bargaining unit.
- H. Except as otherwise provided in Article 16-E and F , Military Leave (E) and Extended Illnesses (F), or unless mutually agreed by the parties, a position occupied by a temporary employee or substitute employee for more than ninety (90) calendar days shall be declared vacant and shall be posted on the ninety-first day as required by this Article.
- I. When filling summer positions, the district will use the same criteria as determined for filling vacancies during the school year.

**ARTICLE 12**  
**REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

- A. No employee shall be laid off pursuant to a necessary reduction in the work force unless the employee shall have been notified of said layoff at least fourteen (14) calendar days prior to the effective date of layoff. In the event of a necessary reduction in the work force, the Employer shall notify the employees in those positions in writing (personally delivered or by certified mail). Employees in Category 1, Group 2, 3, 4 and Category 2 whose positions have been eliminated or reduced in hours or who have been affected by a layoff/elimination of position shall have the right to assume a position in their group or category for which they are qualified, which is held by any employee with less seniority. No employee may bump to another category, except Group 1, unless said employee has seniority in the other category. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly created position.
- B. Substitute or temporary employees shall be eliminated first, then the employees within the affected group(s) with the least seniority shall be laid off.
- C. When an employee has personally received written notice of job elimination or hour reduction (i.e., personally delivered or by certified mail), the affected employee shall notify the Employer in writing within three (3) days, excluding Saturdays, Sundays, and holidays (when school operations are completely closed) of his/her desire to exercise bumping rights.
- D. Bumping Procedure. The Administration will determine the placement of Group 1 staff in the event of a lay-off. The laid off staff member may not be the least senior Group 1 employee. A Group 1 staff member on lay-off can bump into a Group 2, 3, or 4 position based on their District Seniority. If an employee in Group 1 must bump down a group, his/her seniority in the higher group shall follow.
  - 1. Bumping shall occur only within a Category as set forth below:
    - Office Personnel (Category I Group 2, 3, and 4)
      - a. Group 2 Secretary/LMC/Technician
      - b. Group 3 Secretary
      - c. Group 4 Receptionist
    - Paraprofessional (Category II)
      - a. Group 5 General Education Title 1 / Paraprofessional Meeting State Mandated Requirements.

- b. Group 6 Special Ed. Classroom Assistant Paraprofessional
- c. Group 7 Special Ed Student(s) Assistant Paraprofessional
- d. Group 8 Student Monitor

2. In the event of a layoff, all bumping may be done at a meeting of the entire category called by the administration.

In Category I, Group 2, 3, and 4 bumping shall take place in order of seniority within the group. A laid off employee, an employee reduced in hours, or an employee who has been bumped can bump any person in their group with less seniority that keeps them whole in benefits (whole in benefits meaning health insurance). If that employee cannot stay whole in benefits within their group, they may bump down to the next group wherever their seniority within their group and the group they are bumping into (if they have seniority in that group) places them to keep them whole in benefits. The end result must be that the least senior person(s) is laid off.

In Category II bumping shall take place in order of seniority. A laid off employee or an employee who has been bumped may bump any person with less seniority. The end result must be that the least senior person(s) is laid off.

3. It is agreed that assignments to a specific student(s) will be for the school year only. The Special Education Student Assistant shall be employed for the ensuing school year provided an assignment is available. If an assignment is not available, the Special Education Student Assistant shall be permitted to bump according to the terms of this contract.

The right of the Special Education Student Assistant paraprofessional to apply for a transfer any time this contract allows shall not be waived.

In the event a student receiving the services of a Special Education Student Assistant paraprofessional terminates his/her enrollment and the employee is laid off, the laid off employee may bump another employee during the semester.

\* If the Special Education Student Assistant paraprofessional is assigned to an Autism Spectrum Disorder Student, they cannot be bumped until the school year is completed.

#### E. Recall

If a vacancy occurs after the bid meeting and employees remain on layoff, notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. Laid off employees shall be recalled in order of seniority within the category or group, with the most senior employee being recalled first to any position within their category and group.

The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) workdays from receipt of notice, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the five (5) day period. Employees recalled to full time work for which they are qualified are obligated to take said work. An employee who declines recall to full time work, in their group, for which he/she is qualified shall forfeit his/her seniority rights. For the purposes of

this subsection full time work shall mean work with hours equal to or greater than the hours the employee was regularly working prior to layoff.

Employees shall remain on the recall list for three (3) years from layoff or the length of seniority, whichever is less. Employees on layoff shall accrue seniority during the period of such layoff.

### **ARTICLE 13** **WORKING CONDITIONS**

- A. Persons who work five (5) or more but less than six (6) hours per day are eligible for one ten (10) minute break to be scheduled during the longest scheduled portion of their day. Persons who work six (6) or more hours per day are eligible for one fifteen (15) minute break to be scheduled during the longest scheduled portion of their day.
- B. Persons who work 3 hours or less will not take an unpaid break unless agreed upon by the Association and Board. During the student lunch, the staff member will perform duties assigned by the administration.
- C. The Employer will make efforts to maintain a safe working environment. Employees are expected to bring hazardous or unsafe conditions to the attention of the Employer.
- D. The ratio of playground aides to number of children on the playground at any one time shall be no more than 1:151.

### **ARTICLE 14** **WORK WEEK, HOURS, AND ASSIGNMENTS**

- A. Regular workweek shall consist of five (5) consecutive days, Monday through Friday.
- B. LMC Technician Assistant will work two (2) days beyond student days to be scheduled as agreed to by building principal and the employee.  
  
Group V, VI and VII Para-professionals will work one (1) day beyond student days at the start of the school year.
- C. Any work performed over forty (40) hours per week shall be paid at the rate of time and one-half (1-1/2) rate. All paid time off and unpaid authorized funeral leave shall be counted as time worked when computing overtime (except when the day is the sixth day of pay, such as Christmas and New Year's).
- D. If Sunday work is authorized by the administration, the work will be paid at the rate of two (2) times the hourly rate. All work performed on a holiday will be paid at the rate of one and one-half (1-1/2) times the regular hourly rate in addition to the pay for the holiday.
- E. Employees may administer oral prescription medications to students only under the following conditions:
  - 1. A current Reeths-Puffer Schools Student Medication Form has been completed by a parent or guardian, returned and available in the distributing building office.

2. Medication must be administered in the presence of an adult witness.
3. Each building shall maintain a list of designated dispensers and a list of designated witnesses.
4. All employees designated to administer shall receive training annually at no cost to the employee. If training extends beyond employee's normal workday including travel, the employee shall be compensated at her/his regular rate of pay including overtime if applicable.
5. A School-Administered Medication Record must be maintained at a current status. Any forms developed to keep medications records shall be developed in collaboration with the association.
6. Each school year all employees designated to witness or dispense medication shall be given a copy of the District's Policy and Guidelines governing dispensing medication to pupils.

**ARTICLE 15**  
**PAID LEAVE**

- A. Sick Leave: Twelve-month employees shall be credited with one (1) day per month of sick leave or up to twelve (12) days per year with unlimited accumulation. School-year employees shall be credited with one (1) day per month of sick leave or up to ten (10) days per year with unlimited accumulation. A day shall be defined as the regular number of hours in that employee's normally scheduled workday. Sick leave shall be granted in accordance with the schedule specified herein subject to the following conditions:
1. Personal illness and/or disability.  
  
Any illness or disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other illness or disability.
  2. Illness and/or disability in the immediate family up to ten (10) days per school year for serious health conditions. This shall not be interpreted as to allow the employee to be with someone as a nurse or in attendance of a sick member of the family, which can be done by someone else. For the purpose of this section, immediate family shall be defined as parent, parent-in-law, spouse, child or step child, and grandchild.  
  
If the employee is absent for four (4) consecutive days to care for a family member, they shall provide, upon request, a medical statement asserting that the employee is medically needed. The Family Medical Leave Act will be followed.
  3. The Employer reserves the right to require an employee to submit a medical statement to support an absence or return to work, or to submit to an examination by a physician selected and paid for by the district.
- B. Sick Day Incentive: Any employee who does not use sick time in a semester shall be awarded an additional half (1/2) day of personal leave. This time can be used at the employee's discretion within the guidelines of Article 15, Section G-2.

- C. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of the death of employee's father, mother, father-in-law, mother-in-law, spouse, children, brother, sister, brother-in-law, sister-in-law, grandparents or grandchildren. This leave shall be for a maximum of five (5) days per death and shall not be deducted from sick leave. Bereavement days shall not be counted as a vacation day or holiday.
- D. Funerals: One day leave shall be granted for attending funerals for persons other than in the immediate family. One additional unpaid day shall be granted for attending funerals held more than 200 miles from Muskegon.
- E. Jury Duty: When on duty, the employee shall submit to the school his/her full jury pay less mileage and meals (the difference between costs and wages). The school will pay the school wages of the employee in full. The employee will turn in a record of time served and accounting of jury pay due the school. If an employee is released early from jury duty, the employee shall contact the supervisor to determine whether the employee is required to report to work.
- F. A legally subpoenaed witness in a court of competent jurisdiction, any fees or other remuneration received from being a witness shall be remitted to the district.
- G. Personal Leave: The parties agree that there may be personal conditions or circumstances, which may require employee absenteeism for other reasons than heretofore mentioned. At the beginning of each school year, each full-time and full-time school-year employee shall be eligible for three (3) days. Classroom Paraprofessionals shall be eligible for two (2) days.
1. Unused days shall be added to the employee's accumulated sick days.
  2. Employees desiring to use such leave shall submit their request on the application form (provided by the Board) at least five (5) working days in advance of the anticipated absence except in cases of emergency. This form must be filed with the immediate supervisor.
  3. Restrictions: These days are not to extend a recess. Recess shall be defined as Labor Day, Thanksgiving Recess, Christmas Recess, Mid-Winter Recess, Spring Recess, Memorial Day and Fourth of July. Summer is considered to be a break; however, it cannot be extended through the use of personal days.  
  
The administration may grant exceptions to the above restrictions in case of emergency, provided the employee provides notice of the need for leave as soon as possible and furnishes the reason underlying the emergency. Such exceptions are granted at the discretion of the administration and are not precedent setting.
  4. If a day is needed for an emergency, the supervisor must be notified as soon as possible by the employee and provided the reason for such emergency.
- H. Worker's Compensation
1. The Employer shall provide Worker's Compensation protection for all employees as required by law.
  2. Employees shall promptly report, within 24 hours when possible, all work-related injuries or illnesses to their supervisor, and complete the necessary forms as soon as possible.

3. An employee's absence from duty due to a service connected disability for which he/she is receiving loss of wages Worker's Compensation benefits, shall not be compensated for, or deducted from his/her sick leave, unless no Worker's Compensation is to be received and therefore the period may be paid under sick leave (less than a seven (7) days disability). A day's sick pay will have one (1) day deducted. The Employer will be reimbursed if the Employer pays sick leave during a "waiting" period that eventually extends to seven (7) calendar days (Worker's Compensation days).
4. Seniority shall continue for all employees' absence due to injury or illness covered by the Worker's Compensation Act up to one year.

I. Union Leave Days

At the beginning of each work year, the Union shall be credited with fifteen (15) working days to be used by employees who are officers of the Union, such use to be at the discretion of the Union. Eight (8) of these days shall be made available to the Union without cost. Requests for the use of these days must be made three (3) days in advance, except in case of an emergency.

- J. Full pay not chargeable against the employees leave time may be given for days during which the employee is required to attend conferences or conventions for which approval has been given in advance. The Employer may grant pay or leave without pay for non mandated conferences or conventions at its discretion.

**ARTICLE 16**  
**UNPAID LEAVES OF ABSENCE**

All requests for leaves of absence will be submitted in writing to the Employer at least two (2) weeks in advance of the anticipated leave. The Employer will notify the employee at least one (1) week prior to the anticipated leave. (All such leaves are subject to having the District able to cover the leave with personnel without subjecting the District to personnel shortage.) Days off in general will not be authorized from two (2) weeks before school starts to four (4) weeks after school starts following summer vacation; the same applies to two (2) weeks prior to and two (2) weeks after the end of the regular school year.

- A. A Short Term Leave is any leave that is less than thirty (30) calendar days.
- B. Long Term Personal Leave is any leave that is thirty (30) or more calendar days.
- C. Personal Leave: An employee, after three (3) years of service to the District, may be granted a leave of absence for personal reasons without pay for a period not to exceed one (1) year, provided he/she request such leave in writing at least thirty (30) days in advance of an anticipated leave except in case of an emergency, and receives advance written permission from the Employer. Employees exercising their rights under this provision shall maintain but not accrue seniority and must return to the position from which he/she took leave if his/her leave was for thirty (30) days or less, or to the next available position in his/her group that is open if the leave is for more than thirty (30) days but not more than one (1) year.
- D. Parental Leave: An employee shall be entitled, upon request, to a parental leave of absence, without pay, for up to two (2) years. Such leave shall commence immediately after the birth

of a child, receives defacto custody of an infant child, receives custody of a minor child or, prior to receiving custody of said infant or minor child if such is necessary, as determined by the employee, to fulfill the requirements of adoption. A request for leave shall include the beginning and anticipated ending date of the leave. The request for leave must be submitted to the Superintendent of Schools sixty (60) days prior to commencement of leave or ninety (90) days prior to the end of the school year, whichever comes first; and in cases of child adoption or the death of either parent, whenever possible. After notifying the district of a desire to return to active employment, the employee shall be assigned to his/her former position or, if the former position is no longer open, to a position of like nature. During said leave, seniority will not accrue nor shall the employee be advanced on the wage schedule.

- E. **Military Leave:** A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make him/herself available for active duty in the National Guard or Reserve.

The reinstatement rights of any employee who enters the Military Service of the United States by reason of an act or law enacted by the Congress of the United States, or who may voluntarily enlist to avoid being drafted during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

- F. **Extended Illnesses:** Any employees who as a result of extended illness or disability has used all of his/her accumulated sick leave and who requires additional time off due to such illness, shall be allowed up to twelve (12) months unpaid leave if requested in writing.

If the employee does not return from the approved unpaid leave, he/she shall be considered terminated.

Any employee hired to take the place of an employee off on paid or requested and granted unpaid sick leave shall enjoy employment only for the term of the sick leave.

Upon return from the leave, the employee may be requested to provide verification of the ability to perform duties of position and will return to vacancy in the group held at the commencement of leave assuming that the returning Employee is qualified to perform the duties of the position.

- G. **Family Medical Leave Act:** Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least twelve (12) months and worked at least 1,250 hours during the prior 12-month period is entitled to twelve (12) work weeks of leave during any 12-month period without pay but with group health insurance coverage maintained for one or more of the following reasons:

1. due to the birth of the employee's child in order to care for the child;
2. due to the placement of a child with the employee for adoption or foster care;
3. due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
4. due to a serious health condition that renders the employee incapable of performing the functions of his/her job.
5. due to Military FMLA guidelines

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Any

leave taken under this contract for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Board or the employee. Other conditions of Family and Medical Leave Act shall apply to leaves in this section.

Eligible employees are entitled up to twelve (12) weeks during what would otherwise be an unpaid leave of absence. The employee shall use accrued paid sick leave while on FMLA.

The twelve (12) month period be a "rolling" year from prior FMLA leave requests.

- H. Employees who voluntarily fail to return upon completion of FMLA leave may be required to reimburse the district the cost of the employer contribution for insurance premium contributions. Paid leave shall be counted toward FMLA
- I. FMLA leave requests must be submitted in writing to the superintendent's office at least thirty (30) days in advance except in cases of emergency.

**ARTICLE 17**  
**HOLIDAYS**

A. HOLIDAYS

HOLIDAY	FULL YEAR EMPLOYEE	SCHOOL-YEAR SECRETARIES	PARA-PROFESSIONALS Groups V, VI, VII	STUDENT MONITOR Group VIII
JULY 4	YES			
LABOR DAY	YES	YES	YES*	YES*
THANKSGIVING	YES	YES	YES	YES
DAY AFTER THANKSGIVING	YES	YES	YES	YES
DAY BEFORE CHRISTMAS	YES			
CHRISTMAS	YES	YES	YES	YES
DAY BEFORE NEW YEAR'S	YES			
NEW YEAR'S	YES	YES		
MEMORIAL	YES	YES	YES	YES
**GOOD FRIDAY (1/2 day)	YES	YES	YES	YES

\*IF SCHOOL IS IN SESSION BEFORE LABOR DAY.

\*\* IF SCHOOL IS IN SESSION AND NOT A FULL STUDENT DAY. STAFF WILL BE PAID FOR THEIR NORMAL HOURS.

- B. Should a holiday fall on Saturday or Sunday; it shall be celebrated according to the student school calendar. If no school day is involved, it shall be celebrated on the following Monday. In the event that the day off is not possible, the employee will receive six (6) days' pay for five (5) days' work.



- C. To be eligible for holiday pay, an employee must work or be on approved paid leave for his/her last scheduled workday preceding and his/her first scheduled day following such holiday. No employees shall be eligible for holiday pay while laid off or on unpaid leave.
- D. Holiday pay shall be the employee's normal daily straight time compensation.

**ARTICLE 18**  
**VACATIONS**

This Article shall apply to Category I employees only.

A. Full-time Employees:

After 1 year employment in District in Category 1:	1 week vacation with pay.
After 2 years employment in District in Category 1:	2 weeks vacation with pay.
After 7 years employment in District in Category 1:	3 weeks vacation with pay.
After 15 years employment in District in Category 1:	4 weeks vacation with pay.

Vacation earned during the current school year is to be taken during the next school year.

- B. School year employees, hired after September 1, 1996, shall not receive vacation. School year employees hired before September 1, 1996, shall receive at their normal scheduled work hours five (5) days paid vacation or 50% of the 2011-2012 amount if it was less than 10 days for the 2012-2013 school year.
- C. All Category I employees who qualify for vacation time can take vacation at any time with the immediate supervisor's approval.

**ARTICLE 19**  
**WAGE**

A. Wages

Wages for 2012-2013:

Category 1 wages frozen at the current rate

Category 2 wages will have a 1% reduction

Wage Scale is as follows:

**CATEGORY I - OFFICE PERSONNEL**

1996 PRE JUNE EMPLOYEES			REMAINING EMPLOYEES		
<b>GROUP 1 SECRETARY</b>					
STEP	Index	2012-2013	STEP	Index	2012-2013
10	1.567	\$ 17.78			
9	1.504	\$ 17.05			
8	1.441	\$ 16.34	8	1.21	\$ 17.79
7	1.378	\$ 15.62	7	1.18	\$ 17.34
6	1.315	\$ 14.91	6	1.15	\$ 16.90
5	1.252	\$ 14.20	5	1.12	\$ 16.45
4	1.189	\$ 13.48	4	1.09	\$ 16.01
3	1.126	\$ 12.77	3	1.06	\$ 15.57
2	1.063	\$ 12.05	2	1.03	\$ 15.13
1	1.000	\$ 11.34	1	1.00	\$ 14.70
<b>GROUP 2 - SECRETARY AND LMC/TECH</b>					
STEP	Index	2012-2013	STEP	Index	2012-2013
8	1.441	\$ 15.93			
7	1.378	\$ 15.24			
6	1.315	\$ 14.53	6	1.25	\$ 14.71
5	1.252	\$ 13.84	5	1.20	\$ 14.11
4	1.189	\$ 13.15	4	1.15	\$ 13.52
3	1.126	\$ 12.45	3	1.10	\$ 12.94
2	1.063	\$ 11.75	2	1.05	\$ 12.35
1	1.000	\$ 11.05	1	1.00	\$ 11.76
<b>GROUP 3 - SECRETARY</b>					
STEP	Index	2012-2013	STEP	Index	2012-2013
6	1.315	\$ 14.03			
5	1.252	\$ 13.35			
4	1.189	\$ 12.69	4	1.15	\$ 11.52
3	1.126	\$ 12.01	3	1.10	\$ 12.05
2	1.063	\$ 11.34	2	1.05	\$ 10.52
1	1.000	\$ 10.67	1	1.00	\$ 10.02
<b>GROUP 4 - RECEPTIONIST</b>					
STEP	Index	2012-2013	STEP	Index	2012-2013
3	1.126	\$ 10.40			
2	1.063	\$ 9.83	2	1.05	\$ 9.82
1	1.000	\$ 9.24	1	1.00	\$ 9.35

**CATEGORY II - INSTRUCTIONAL ASSISTANTS**

<b>PRE JUNE 1996 EMPLOYEES</b>	<b>REMAINING EMPLOYEES</b>
<b>GROUP 5 - GROUP 5 - General Ed/Title 1 Paraprofessionals (2 Years college or certification required)</b>	

STEP	Index	2012-2013	STEP	Index	2012-2013
5	1.310	\$ 14.07	5	1.15	\$ 14.06
4	1.310	\$ 14.07	4	1.12	\$ 13.69
3	1.310	\$ 14.07	3	1.09	\$ 13.33
2	1.189	\$ 12.77	2	1.06	\$ 12.96
1	1.098	\$ 11.79	1	1.03	\$ 12.59
0	1.000	\$ 10.74	0	1.00	\$ 12.23

**GROUP 6 - Special Education Classroom Paraprofessional**

STEP	Index	2012-2013	STEP	Index	2012-2013
3	1.310	\$ 13.66	3	1.12	\$ 12.26
2	1.189	\$ 12.39	2	1.08	\$ 11.83
1	1.096	\$ 11.42	1	1.04	\$ 11.39
0	1.000	\$ 10.42	0	1.00	\$ 10.95

**GROUP 7 – Special Education Student(s) Assistant Paraprofessional**

STEP	Index	2012-2013	STEP	Index	2012-2013
4	1.310	\$ 13.66			-
3	1.890	\$ 12.39			-
2	1.096	\$ 11.42	2	1.10	\$ 11.13
1	1.000	\$ 10.42	1	1.00	\$ 10.12

**GROUP 8 – Student Monitor**

STEP	Index	2012-2013	STEP	Index	2012-2013
2	1.241	\$ 12.59			-
1	1.000	\$ 10.15	1	1.00	\$ 9.78

- B. Longevity - After ten (10) consecutive years of experience in the district and each year thereafter, the employee shall receive 1/2% per year of his/her current salary or \$45.00 per year, whichever is greater. This shall be paid on the first pay of January every year. This provision shall apply to office personnel only. 15% Reduction for the 2012-2013 school year.
  
- C. An employee who is promoted to a higher group shall receive the rate of pay for the higher group when he/she begins working on the new job.
  
- D. When an employee is temporarily assigned for five (5) days or more to a higher paying group, he/she shall be paid at the higher rate.
  
- E. Beginning on the second snow day, when employees are sent home or are ordered not to report on a regularly scheduled work day because of inclement weather or other "Acts of God", the employees shall suffer no loss of wages but will work any make-up days with no additional pay.
  
- F. If approval is given, office personnel wishing to work during school year breaks may do so at their regular rate of pay.

- G. Retirement - An employee who retires under the Michigan Public Schools Employees Retirement System shall be paid as follows for any accumulated sick leave he/she has earned.

First 150 days	\$ 7.50/day
151-200 days	10.00/day
201+ days	16.00/day

An employee will be entitled to a 50% bonus on the total amount entitled for unused sick days provided that written notice of the intent to retire is submitted to the superintendent ninety (90) days or more before the date of retirement. At the request of the employee, the district may waive the ninety day notice requirement.

For the purposes of calculating the payment, a day shall be defined as the length of the employee's work day during his/her last three (3) years of employment, but in no event, less than six (6) hours per day.

- H. Category I electing to retire under the Michigan Public School Employees Retirement System, provided they have 15 years service with the district, shall be entitled to health insurance. The Board shall reimburse the difference, with a maximum established with the July 1, 2011 rate, between the total premium for the Retirement Health Plan including the cost of Medicare Part B Premium and Michigan Public School Employees Retirement System subsidy on a quarterly basis. (Refer to ORS Monthly Insurance Rates for Public School Retirees, January 1, 2011 through December 31, 2011)

Benefits will be available for a maximum of three (3) years to employee only with the District portion capped at 10% or shall terminate at the end of the month the employee becomes eligible for social security benefits, whichever occurs first.

**ARTICLE 20**  
**FRINGE BENEFITS**

Level	Full Coverage Allowance Health and Other @ \$1000	Prorated Allowance Based Upon Hours Health and Other @ \$1000		
		7.5 hours	7 hours	6.5 hours
<b>Family</b>	\$15,242	\$14,226	\$13,210	\$12,194
<b>Double</b>	\$12,000	\$11,200	\$10,400	\$9,600
<b>Single</b>	\$6,500	\$6,067	\$5,633	\$5,200

- A. Office Personnel – Six (6) Hours or More Per Day

1. Reeths-Puffer schools will provide a premium fund allowance for health insurance through the West Michigan Health Insurance Pool. The plans available include the PPO Select, PPO Versatile and a High Deductible Plan with Health Savings Account (January 2012). Dental, vision, long-term disability, and life insurances provided by contract to specific support staff employees will be administered by ASR or District Provided Carrier. The cost associated with these additional coverages will be \$1,000 per year and this will be deducted from the stated allowance indicated below. Participation in any of the additional coverage is optional at the employee's discretion.

Annual allowances:

Prorated Total Coverage based on 7.5 hours (450) minutes to 6.0 hours (360) minutes per coverage type.

Family	\$15,242 for 7.5 hours to 8.0 hours
Employee and Spouse	\$12,000 for 7.5 hours to 8.0 hours
Single	\$ 6,500 for 7.5 hours to 8.0 hours

2. Bargaining unit members not electing health insurance will receive \$300.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR or other district chosen vendor in consultation with the RPOPPA.
3. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

B. Office Personnel – At Least Four (4) but Less than Six (6) Hours Per Day

Category 1 - Bargaining unit members under 6 hours but greater than 4 hours will receive \$150.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR.

C. Office Personnel – Those Working Less Than Four (4) Hours Per Day Shall Receive No Benefits Under This Article.

D. Classroom Paraprofessionals in Group V working Six (6) or More Hours Per Day for Ten (10) Months: 30 Hours Minimum Per Week or More

1. Reeths-Puffer schools will provide a premium fund allowance for member only health insurance through the West Michigan Health Insurance Pool. The plans available include the PPO Select, PPO Versatile and a High Deductible Plan with Health Savings Account (January 2012). Dental, vision, long-term disability, and life insurances provided by contract to specific support staff employees will be administered by ASR. The cost associated with these additional coverages will be \$1,000 per year and this will be deducted from the stated allowance indicated below. Participation in any of the additional coverage is optional at the employee's discretion.

Annual allowances:

Prorated Total Coverage based on 7.5 hours (450) minutes to 6.0 hours (360) minutes  
Single - \$ 6,500 for 7.5 hours

2. Bargaining unit members not electing health insurance will receive \$300.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR.
3. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

E. Classroom Paraprofessionals in Group V working Four (4) but less than (6) or More Hours Per Day for Ten (10) Months: 30 Hours Minimum Per Week or More

Group 5 - Bargaining unit members under 6 hours but greater than 4 hours will receive \$150.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR. (\$1000 for the employee only)

F. Classroom Paraprofessionals in Group VI Working Six (6) or More Hours Per Day for Ten (10) Months, 30 Hours Minimum Per Week or More

1. Reeths-Puffer schools will provide a premium fund allowance for member only health insurance through the West Michigan Health Insurance Pool. The plans available include the PPO Select, PPO Versatile and a High Deductible Plan with Health Savings Account (January 2012). Dental, vision, long-term disability, and life insurances provided by contract to specific support staff employees will be administered by ASR or District Provided Carrier. The cost associated with these additional coverages will be \$1,000 per year and this will be deducted from the stated allowance indicated below. Participation in any of the additional coverage is optional at the employee's discretion.

Annual allowances:

Prorated Total Coverage based on 7.5 hours (450) minutes to 6.0 hours (360) minutes  
Single - \$ 6,500 for 7.5 hours

2. Bargaining unit members not electing health insurance will receive \$300.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR or District Provided Carrier.
3. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

G. Classroom Paraprofessionals Group VI working at Least Four (4) But Less than Six (6) Hours Per Day

\* Current Group 6 with benefits are grandfathered until they leave the position.

Paraprofessionals Group VI, working less than six (6) hours per day shall receive no benefits under this Article.

Those paraprofessionals hired prior to 1990 and receiving benefits in 2011-2012 will now receive \$150.00 per month additional compensation plus other scheduled optional coverages. Other scheduled benefits include dental, vision, long-term disability, and life insurance by ASR.

H. Classroom Paraprofessionals Group VII and VIII shall receive no benefits under this Article.

I. The Employer shall not make premium contributions toward any benefit which is unlawful or may result in a penalty to the district.

J. Any premium cost not paid by the Employer shall be subject to payroll deduction through §125 Plan. Insurance co-pay will be deducted over 20 pays beginning with the first pay in September.

**ARTICLE 21**  
**GRIEVANCE PROCEDURE**

- A. A claim by an employee, group of employees, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. Procedure
1. In the event that an employee believes there is a basis for a grievance, he/she shall request a meeting to discuss the alleged grievance with his/her supervisor. The request must be made within ten (10) working days or fourteen (14) calendar days, whichever comes first of the occurrence or knowledge of the alleged violation, misinterpretation or misapplication. The employee may request the presence of the Union representative in his/her group. (It shall be the responsibility of the employee to contact their representative.) A maximum of a half-hour paid released time shall be granted for the meeting with the supervisor. The Employer may end the meeting before the half hour paid time period has elapsed. The half hour paid time period does not include a Union representative/employee conference. The meeting must take place within two (2) working days of the request of the grievant. The supervisor shall give an oral answer to the employee within five (5) working days following the meeting.
  2. If the matter is not settled in Step 1 above, the employee may invoke the formal grievance procedure through the Union within five (5) working days following the supervisor's oral answer in Step 1 above. The formal grievance shall include the following:
    - a. Written and signed "Statement of Grievance."
    - b. Shall name the employee involved, shall state the facts giving rise to the grievance.
    - c. Shall identify the provisions of the Agreement alleged to be violated by reference to Article and section.
    - d. Shall state the contention of the grievant and the Union.
    - e. Shall indicate the relief requested. Within five (5) working days after the supervisor's receipt of the formal grievance, the designated supervisor may submit a written answer to the employee or to the Union.
  3. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in Step 2 above, the grievance shall be transmitted to the Director of Personnel within five (5) working days of the supervisor's disposition. Within five (5) working days, the Director of Personnel or his/her designee shall meet with the Union on the grievance, and shall indicate his/her disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.
  4. If the Union is not satisfied with the disposition of the grievance, or if no disposition has been made in Step 3 above, the grievance shall be transmitted to the Superintendent within five (5) working days. Within five (5) working days, the Superintendent or his/her designee shall meet with the Union on the grievance, and shall indicate his/her

disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Union.

5. If the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time period provided in Step 3 above, the Union may submit the grievance to Arbitration by notifying the Board of its intent to do so within five (5) working days of the Superintendent's response or the last date the Superintendent's response is due. In the event the Board and the Union cannot agree on the choice of an arbitrator within fifteen (15) working days after the Union has notified the Board of its intent to arbitrate, the Union shall submit a demand for arbitration to the American Arbitration Association.

The arbitrator shall have jurisdiction and authority only to interpret, apply and determine compliance with this Agreement, and shall not add to, or detract from or alter in any way, its provisions. The arbitrator's decision shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear individually the costs of presenting their respective case in arbitration.

The arbitrator shall have no authority to rule on:

- a. The substance of an evaluation; and
  - b. The termination of a probationary employee.
6. A grievance regarding the dismissal of an employee shall be submitted in writing to the Superintendent or his/her designee within three (3) working days following the meeting in Step 1. The immediate supervisor's written response will not be required in this instance.
  7. Time limits may be extended in writing by mutual agreement between the Board and the Union. The failure to timely process by the grievant or Union shall cause the grievance to be considered withdrawn.
  8. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the grievance procedure until resolution.
  9. Any grievance not advanced to the next step within the time limit specified shall be deemed abandoned and not subject to further appeal.
  10. In the event of an individual grievance, the grievant will be expected to be present at all levels of the procedure except in extraordinary circumstances.

Individual grievants may not process grievance at arbitration step.

## **ARTICLE 22** **SEPARABILITY**

### A. Invalidated Provisions

In any event that any of the provisions of this Agreement shall become invalid or unenforceable, as determined by a court of law with proper jurisdiction or by state and federal legislative action, such invalidity or unenforceability shall not affect the remaining provisions thereof.



B. Negotiating Invalidated Provisions

It is further provided that in the event any provisions are so declared to be in conflict with any law superseding this Agreement, both parties shall meet within thirty (30) days for the purpose of negotiating the provisions so invalidated, where not prohibited by law.

**ARTICLE 23**  
**PROFESSIONAL DEVELOPMENT**

- A. In-service days will be provided for the RPOPPA group at the District's discretion for the 12-13 school year. Bargaining unit members will have a minimum of a half day for the District opening day.
- B. Full pay not chargeable against the employee's leave time shall be given for days during which the employee attends work related conferences or conventions for which:
1. approval by immediate supervisor has been given in advance
  2. a confirmed conference request has been filed and returned to the employee

**ARTICLE 24**  
**SUPPORT PERSONNEL COUNCIL**

- A. There shall be a Reeths-Puffer Support Personnel Council whose purpose shall be to develop policies and procedures to provide for the efficient operation of this agreement, consider requests for placement, and conduct such other business not inconsistent with the provisions of the collective bargaining agreement or the policies of the district. The council shall have no authority to alter the collective bargaining agreement or in any way abrogate the Association's or the District's rights and obligations under PERA. To the extent possible the council shall promote a team concept through collaborative decision making.
- B. Council membership shall be as follows: (a) Two central office administrators and four Association Representatives.
- C. The council shall:
1. Elect a chairperson and a secretary
  2. The first meeting each school year shall be scheduled not later than October 15.
  3. Participate in district long range planning.
  4. Keep minutes of each meeting
  5. Provide ongoing contract review and maintenance and make recommendations to the Superintendent and the Association.
  6. Develop training and in-service opportunities for staff.
  7. Design evaluation tools to review performance.
  8. Conduct such other business as may come before the council.

**ARTICLE 25**  
**DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2012, and shall continue in effect until June 30, 2013. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

THE REETHS-PUFFER OFFICE PERSONNEL AND  
PARAPROFESSIONAL ASSOCIATION

REETHS-PUFFER BOARD OF  
EDUCATION

By: *Kim Burmeister*  
President

By: *Kevin Kelly*  
President

By: *Nancy Sandqu Coast*  
Bargaining Team Member

By: *Robert O'Mura*  
Secretary

By: *Viki L. Deaton*  
Bargaining Team Member

By: *SHG S*  
Superintendent

By: \_\_\_\_\_

Dated this 16th day of October 2012.

**Appendix I**  
**GRIEVANCE REPORT FORM**

Name(s) of Grievant(s) \_\_\_\_\_ Date Filed \_\_\_\_\_

Building \_\_\_\_\_

**STEP 1: (Oral Presentation by Grievant or Building Rep.)**

- A. Date cause or grievance occurred:
  
- B. Date of oral presentation of grievance:
  
- C. Oral presentation presented to:
  
- D. Briefly state the problem.

Signature of Grievant/Bldg. Rep.: \_\_\_\_\_ Date \_\_\_\_\_

**STEP 2: (Union) (Formal Written Level)**

- A. Statement of grievance (include alleged contract violation and the desired solution) (can attach sheets, if necessary):

Union Signature: \_\_\_\_\_ Date \_\_\_\_\_

**STEP 3: (Building Level Administration / Direct Supervisor)**

- A. Signature and date received by principal:  
\_\_\_\_\_
  
- B. Disposition by Principal (with copy to Grievance and Association)

Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**STEP 4: (Union) (Appeal to Superintendent)**

A. Position of Grievant and/or Association:

**Union Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**STEP 5: (Superintendent Level)**

A. Signature and date received by Superintendent or Designee:

\_\_\_\_\_

B. Disposition of Superintendent or Designee:

**Administrator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**STEP 6: (Union) (Demand for Arbitration)**

A. Position of Grievant and/or Association:

**Union Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_