

6/4/00

6/30/2003

**Professional Negotiation
Agreement**

Between The

Jenison Public School District

And The

**Secretarial, Paraprofessional
Association**

July 1, 2000 – June 30, 2003

Jenison Public School

JENISON SECRETARIAL/PARAPROFESSIONAL ASSOCIATION CONTRACT

Preamble.....	1
ARTICLE 1	
Recognition.....	2
ARTICLE 2	
Association Rights.....	3
ARTICLE 3	
Employee Rights.....	5
ARTICLE 4	
Management Rights.....	7
ARTICLE 5	
Payroll Deductions.....	8
ARTICLE 6	
Seniority.....	9
ARTICLE 7	
Vacancies and Transfers.....	10
ARTICLE 8	
Conditions of Employment.....	12
ARTICLE 9	
Vacation and Holidays.....	14
ARTICLE 10	
Illness, Disability, Bereavement, and Personal Leave.....	16
ARTICLE 11	
Leaves of Absence.....	18
ARTICLE 12	
Legal Protection.....	19
ARTICLE 13	
Insurance Protection.....	20
ARTICLE 14	
Medical Exams.....	22
ARTICLE 15	
School Closing.....	23
ARTICLE 16	
Grievance Procedure.....	24
ARTICLE 17	
Reduction of Personnel and Recall.....	26
ARTICLE 18	
Jury Duty.....	27
ARTICLE 19	
Employee Evaluations.....	28
ARTICLE 20	
Tuition Reimbursement.....	29
ARTICLE 21	
General Provision.....	30
ARTICLE 22	
Promulgation.....	31
ARTICLE 23	
Duration of Agreement.....	32
APPENDIX A	
Wage Scale.....	33

PREAMBLE

This Agreement is entered into, effective July 1, 2000, by and between the Board of Education of the Jenison Public Schools, Jenison, Michigan, hereinafter called the "Board," and the Jenison Secretarial/Paraprofessional Association/Michigan Education Support Personnel Association MEA/NEA, hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1
Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all secretaries, assistants, clerks, bookkeepers, media assistants, graphic/offset technician, and receptionists. Excluded are supervisors, substitutes, probationary employees, students, Administrative Assistant to the Director of Personnel, Administrative Assistant to the Superintendent/Director of Instruction, Administrative Assistant to the Director of Business, Administrative Assistant to the Director of Special Education, Attendance Coordinator, Payroll Clerk, Accounts Payable Clerk, Personnel Clerks, Supervisor of Accounting Services and all other employees. The term "employee(s)" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit defined above.

Definitions:

A substitute is one who replaces a member of the bargaining unit who is absent from work for any reason.

A student is one who is enrolled in a regular course of study for high school credit.

A probationary employee is one hired to fill a vacancy in the bargaining unit for a trial period of employment not to exceed thirty (30) working days.

A full-time employee is one who is regularly scheduled to work thirty (30) or more hours per week.

A part-time employee is one who is regularly scheduled to work fewer than thirty (30) hours per week.

ARTICLE 2
Association Rights

1. An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues of the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth (1/10th) of such dues from ten (10) regular salary checks of the employee, beginning with the first two (2) regular pays in October and monthly thereafter from the first paycheck of the months November through June.
2. Each bargaining unit member shall, as a condition of employment, within thirty (30) working days of the beginning of their employment:
 - a. Join the Association and authorize deduction of membership dues pursuant to Section A above, or
 - b. Pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit 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 Association or authorize payment through payroll deduction, the Board shall pursuant to statutory authority and at the request of the Association, deduct this service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the employee must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of the Agreement.
3. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with sections 1 and 2 of this article of the Agreement.
4. The Board agrees to furnish the Association all available public information concerning the financial resources of the district and which may be necessary for the Association to process any grievance or complaint.

5. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further than such repair or loss is not covered by insurance, warranty, and/or service agreements.
6. The Board shall notify the Association within ten (10) days of any new employees including their starting date and classification.
7. The Association shall be provided a total of twenty-four (24) hours with pay to be used by its officers or members to conduct Association business. Up to forty (40) hours without compensation shall be granted by the Board. Requests for such leave shall be presented to the Board at least five (5) working days prior to the proposed absence. A maximum of four (4) employees may be absent for this purpose at any one time with no more than two (2) employees from any one wage classification unless authorized by the Director of Personnel.
8. An employee, who during his/her scheduled working hours participates in negotiations for the Association with any representative of the Board or participates as a grievant or necessary witness or Association Representative in the grievance procedure of this Agreement, including arbitration, which meetings are scheduled by mutual agreement of the Board Representative and the Association Representative or the grievant, shall be released from regular duties for the time necessary to participate in those meetings, without loss of pay for scheduled work time missed.

ARTICLE 3
Employee Rights

1. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the 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 enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the 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 Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.
2. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
3. The provisions of this Agreement shall be applied without regard to sex, marital status, race, color, national origin, religion, age, or handicap. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
4. No employee shall be disciplined without just cause. The Board subscribes to the concept of progressive discipline with normal step progression of oral reprimand, written reprimand, suspension, and discharge. The Board may elect to take action at any step of the disciplinary scale depending upon the nature of the offense.
5. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of employee performance and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.
6. At reasonable times an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.

7. Any material relating to an employee which is not exempt from disclosure to the employee according to statutory law shall not be entered into the employee's personnel file without providing a copy to the employee. The employee may be required to acknowledge receipt of a copy by signing his/her name on the material on a space provided for his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The employee may submit a written statement as provided by law which shall be dated and attached to the material entered in the file.
8. If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
9. A written reprimand which is more than two years old shall not be considered for disciplinary purposes provided the specific conduct which warranted the reprimand has not been repeated. At the request of the employee, said reprimand shall be removed from his/her personnel file.

ARTICLE 4
Management Rights

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
 - a. The executive management and administrative control of the school system, its facilities, property and employees.
 - b. Direct the working forces, including the right to establish and/or eliminate positions; to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force; all of which are subject to the provisions of the law.
 - c. Determine the services, supplies, and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operations, the means, methods and processes of carrying on the work including automation or subcontracting thereof, or changes therein. The Board will not subcontract work unless (a) the skills or equipment needed to perform the work specified are unavailable in the school system, or (b) the schedule for such work cannot be met with the equipment or skills available.
 - d. Determine the qualifications of employees.
 - e. Determine the policy affecting the selection, testing, or training of the employees.
 - f. Meet such responsibilities and exercise its powers and rights through its administrative staff.

2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of the Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5
Payroll Deductions

1. Any employee may sign and deliver to the Board an assignment authorizing deductions of dues or representation benefit fee established by the Association. Pursuant to such authorization, the Board shall deduct such dues from the first regular salary check of each month.
2. With respect to all sums for dues or service fees deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse promptly said sums to the Association.
3. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of employees and make appropriate remittance for annuities, credit union, savings bonds, and insurance premiums, the latter only if associated with an employee group plan. The business office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the business office seven (7) days prior to the end of a pay period.
4. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer in sections 1, 2 or 3 in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues or fees.

ARTICLE 6
Seniority

1. Seniority is defined as the length of continuous employment in the bargaining unit since the employee's most recent starting date.
2. From their most recent starting date, employees shall be considered probationary not to exceed thirty (30) working days. Upon completion of the probationary period, an employee shall be considered a member of the bargaining unit.
3. A substitute who works on a single job assignment for ninety (90) consecutive working days shall become a member of the bargaining unit commencing on his/her ninety-first (91st) day of employment.
4. If two or more employees have the same starting date, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.

ARTICLE 7
Vacancies & Transfers

1. The Board declares its support for the filling of vacancies, from within the ranks of its employee force. All vacancies shall be filled on the basis of seniority, competency and qualifications. Qualified shall mean able to meet qualifications as derived from written job descriptions. Testing for posted positions shall follow these guidelines:

- a. Internal applicants for Clerical (non-secretarial) and Assistant positions, where keyboarding skills are necessary, shall keyboard within a five (5) word range below any posting under forty (40) words per minute.
- b. Internal applicants for Secretarial positions shall keyboard within a ten (10) word range below any posting sixty (60) words per minute or under. Keyboarding shall not be the criteria for hiring of instructional assistants.

Once an employee has passed the keyboarding test, the test results shall stand permanently as a favorable result and no further keyboarding tests shall be required of the employee.

Employees hired from outside of the employee bargaining unit shall comply with all keyboarding requirements, as posted, before the external candidate is interviewed.

- c. The Employer will offer testing opportunities for employees on a monthly basis. A computer lab will be reserved for keyboarding tests. Employees may test on the keyboard as often as they wish within a two (2) hour period. Keyboarding skills will be assessed by a timed test developed by the Employer, which shall be similar in nature to the subject matter to be typed in the position. The time requirements shall be determined by the Employer for the position.
- d. All test scores shall be valid during the course of the employee's employment with Jenison Public Schools. Should the employee sever employment with Jenison Public Schools and then reapply for employment, he/she must take all tests as posted and meet qualifications established for external candidates.
- e. Employees may also take tests as posted when applying for a particular position.
- f. Reading comprehension, language skills, filing, spelling and math tests shall be valid during the course of the employee's employment with Jenison Public Schools. Should the employee sever employment with Jenison Public Schools and then reapply for employment, he/she must take all tests as posted. These tests may only be taken one time during the open testing period.

2. A vacancy shall be declared when there exists a bargaining unit position to which no employee has been assigned. Whenever a vacancy exists, the position will not be filled, except on a temporary basis, until the position has been posted for five (5) working days. The vacant position with accompanying qualifications based on the specific job description shall be posted in each building in the district. A copy of each posting shall be sent to the president of the Association.

During the summer vacation months, an attempt shall be made to notify employees who have expressed during the immediately preceding school year, an interest in other positions in the bargaining unit.

3. In filling a vacancy in a bargaining unit position the Board agrees to hire outside of its employee ranks only if no qualified internal candidates apply.
4. An employee who is selected to fill an existing vacancy will serve a twenty (20) working day probationary period in that position. If the immediate supervisor determines that the employee is unable to satisfactorily perform the duties of the new position within the probationary period, the employee will be returned to a position within his/her capabilities and previous wage classification.
5. An employee who is transferred to a higher wage classification shall be placed at the same step as his/her current wage classification within the new wage classification.

An employee who is transferred to a lower wage classification will be placed on the step that most closely maintains his/her previous wages without exceeding them before he/she moved to the lower classification.

This does not negate longevity assignment based on years of service.

6. When a secretarial position in the school district, which is not within the bargaining unit covered by this Agreement, becomes available for a new hire, it shall be advertised for a period of not less than five (5) days before awarding the position to provide an opportunity for all interested persons to apply.

ARTICLE 8
Conditions of Employment

1. The Board shall determine hours of employment for each position within the bargaining unit at the time the position is originally posted or whenever a vacancy may occur.
2. If the Board determines at any time a need to reduce or increase the hours of employment for any employee, these procedures will be implemented:
 - a. The Board and the Association will meet to discuss the proposed change.
 - b. Prior to starting a new work year, an employee, whose total annually scheduled hours are reduced from his/her previous year's assignment or whose status would change from full-time (30 or more hours per week) to part-time (fewer than 30 hours per week), at his/her request shall be assigned respectively to either another less senior full-time position if available, or a less senior part-time position with hours as similar as possible to his/her previous assignment within the same wage classification. Such assignment shall be based on seniority, ability, and experience.
 - c. If a bargaining unit position is changed from part-time to full-time status, it shall be posted as a vacancy and filled according to the provisions of Article VII.
 - d. Employees affected by a reduction in hours will be notified at least fourteen (14) calendar days prior to the effective date of reduction.
3. Supervisors shall confer with an employee before changing the regularly scheduled daily hours of work. Changes will be made by mutual agreement when possible. When such changes are not mutually agreed, changes will be made only after a conference between the employee, the supervisor, and the Director of Personnel.
4. Overtime shall be paid at the following rate:
 - a. Time and one-half for all hours worked over forty (40) hours per week.
 - b. Double time for all hours worked on Sunday.
 - c. Double time for all hours worked on holidays designated in this Agreement in addition to holiday pay.
5. Employees working in excess of four (4) hours per day shall be entitled to an unpaid thirty (30) minutes uninterrupted lunch period barring situations of urgency.
6. An employee shall be entitled to a fifteen (15) minute break for each uninterrupted work period of at least two and one-half (2 1/2) hours.
7. An employee asked to report on a call-in basis outside her regular work hours shall be paid a minimum of two (2) hours wages.

8. Media assistants and secretaries shall not be required on a regular basis to participate in recess duty.
9. Prior to the commencement of each school work year, employees will be notified in writing of their assignments and work schedules including the scheduled number of hours they will be employed that year.

ARTICLE 9
Vacations and Holidays

1. Employees scheduled to work twelve (12) months earn vacation time computed on the vacation year from June 1 to May 31.
2. First year employees from their date of hiring to May 31 shall be granted vacation time as follows:

<u>Seniority</u>	<u>Vacation Time</u>
3 months	1 day
4 months	2 days
5 months	3 days
6 months	4 days
7 months	5 days
8 months	6 days
9 months	7 days
10 months	9 days
11 months	10 days

3. Employees with one (1) year or more seniority will have their vacation time computed as follows:

<u>Seniority</u>	<u>Vacation Time</u>
1 - 7 years	10 work days
8 - 14 years	15 work days
15 years & over	20 work days

4. Vacations shall be scheduled by the employee's supervisor. In the event of schedule conflict between two (2) or more employees, preference shall be given to the most senior employee.
5. Vacation time may be accumulated to twenty (20) working days.
6. Vacation pay shall be paid on an employee's normal workweek exclusive of overtime.
7. An employee who is terminated for any reason shall receive prorated pay for accumulated vacation days.
8. All employees shall be paid for the following holidays which fall during their scheduled work year:

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two days during winter break to be determined by the Board.

July 4 shall be a paid holiday for twelve-month employees and for those employees who work their regular schedule within seven (7) calendar days of July 4.

9. To qualify for any of the above holiday pay, an employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the employee is absent under the conditions of illness, disability or bereavement leave or on an approved vacation leave.
10. Should any holiday fall on a Saturday or Sunday, either the preceding Friday or the following Monday will be considered a paid holiday.
11. An employee on unpaid leave of absence shall not be entitled to holiday pay.

ARTICLE 10
Illness, Disability, Bereavement, and Personal Leave

1. The provisions of this article shall be applicable to all employees except that an employee who works fewer than five (5) days per week will receive twenty percent (20%) of the annual sick leave allowance for each day he/she is scheduled to work.
2. During the first year of employment, illness, disability and bereavement leave shall be earned at the rate of one (1) day per month commencing on the employee's first day of employment and ending on June 30. Leave time may be earned but not granted during the probationary period.
3. Annually on July 1 each employee will be credited with an additional twelve (12) days of leave except an employee regularly scheduled to work fewer than twelve (12) months will be granted an allotment equal to one (1) day for each month worked. Maximum accumulation of leave is one hundred fifty (150) days.
4. An employee may use any portion or all of his/her leave to recover from personal illness or disability. No more than fifteen (15) of these days per year may be used for:
 - a. Illness of his/her legal dependents residing within his/her household, and/or
 - b. For care of his/her mother, father, mother-in-law, father-in-law, children or children-in-law regardless of residence in the household when seriously ill, and/or
 - c. For care of his/her mother, father, mother-in-law, father-in-law children or children-in-law regardless of residence in the household when the physical presence of the employee is medically necessary at times which conflict with his/her duties of employment.
5.
 - a. An employee shall be granted without loss of pay or reduction of leave time up to three (3) days for death of spouse, mother, father or children.
 - b. As many as seven (7) additional days deductible from leave time may be used for death of spouse, mother, father, children or grandchildren.
 - c. Up to three (3) days deductible from leave time may be used for death of siblings, father-in-law, mother-in-law, or grandparents. The employee may take up to two (2) days per death of brother-in-law, sister-in-law and grandparents-in-law.
 - d. The employee may use from accrued leave no more than one (1) day per death to attend the funeral of any other friend or relative.
6. The Board may request proof of illness in the form of a physician's statement, if an employee is absent because of illness or disability for more than three (3) consecutive days, and in cases of chronic absences. At the Board's expense the employee will submit to an examination to determine if sick leave is warranted.
7. If the Board believes that the employee's physical or mental condition is such that the employee's ability to perform the job is significantly diminished, the Board may require at district expense that the employee submit to an examination by an appropriate specialist

selected by mutual agreement of the employee and the Superintendent, or his/her designee, from a list of specialists obtained from Spectrum Health Services. When any medical examinations are required by the school board, the cost incurred shall be paid by the school board.

8. The district will continue to pay an employee absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The employee will endorse all Workers' Compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the employee's accumulated sick leave. Thereafter, the employee shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the Workers Compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first.

Payments in addition to amounts received from Workers' Compensation are earned disability pension benefits and are specifically intended to augment the amount received under Workers' Compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such payments under this contract to be in violation of the law, then the employee shall receive only payments under Workers' Compensation, and earned leave time shall be preserved.

9. An employee absent due to a case of mumps, measles, chickenpox or scarlet fever contracted in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) work days.
10. An employee will be allowed two (2) days leave each year for personal business reasons. These days shall be noncumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year it shall accumulate as an additional leave day(s) under the provisions of Section 3 of this Article. Absences under this section shall be for necessary business activities or events of a personal nature related to the family, career, legal and/or financial affairs of the employee, which cannot be handled at any other time than during the work shift and for which the employee is not compensated in wage, salary, or kind for his/her personal services. An employee may be asked to change the date(s) of requested leave if it falls on a date when the District is unable to cover the employee's work. The administration reserves the right to approve personal business day(s) that cannot be covered and days that extend a vacation or recess period. Except in cases of emergency, notification of intent to use the day should be made in writing to the Director of Personnel at least five (5) days in advance.

ARTICLE 11
Leaves of Absence

1. Any employee may be granted a leave of absence without pay for up to ten (10) days subject to the approval of the Director of Personnel. Request for leaves of more than ten (10) days must be approved by the Superintendent.
2. Requests for leaves of absence must be submitted in writing for approval at least two (2) weeks prior to the time of the proposed leave. Emergency leaves of absence may be granted by the Director of Personnel at any time, but a written approval must be issued.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall request and be granted a leave of absence for the duration of such illness or disability not to exceed one year. A physician's statement must accompany such a request. The Superintendent shall grant an extension of such a leave for up to one year upon receipt of a written request from the employee accompanied by a physician's statement verifying the need for such an extension. For a leave of absence of up to one (1) year, the employee shall be returned to the position from which he/she took leave and shall be subject to reassignment, transfer, or reduction in personnel as if he/she had remained in that position. An employee who returns from a leave extending beyond the one (1) year period shall be considered as an applicant for any vacancy for which he/she is qualified.
4. All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.

ARTICLE 12
Legal Protection

1. Any case of physical assault upon an employee occurring during the performance of duties must be reported promptly to the Board or its designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such an assault. This does not provide assistance for civil damages.

2. If criminal or civil proceedings are initiated against an employee acting in good faith within the scope of Board policy, the Board upon request will provide legal counsel to defend him/her in such proceedings.

ARTICLE 13
Insurance Protection

1. Employees who are regularly scheduled to work thirty (30) hours or more per week are entitled to insurance benefits listed in this article. Insurance will take effect following the thirty (30) day probationary period for new employees or twenty (20) days probationary period for newly benefited employees.
2. Eligible twelve (12) month employees, upon appropriate application during the open enrollment period, shall be provided without cost to the employee, and his/her eligible dependents as defined by MESSA the following benefits:

MESSA PAK A

For full-time twelve month employees electing health insurance

1. SuperCare I with preventative care (wellness) rider; \$50/\$100 deductible; \$2.00 prescription co-pay.
2. LTD (66-2/3 with \$2,000 per month maximum)
3. Negotiated Term Life-\$35,000 with AD&D
4. VSP III Vision
5. Delta Dental (80%/80%/80%); with \$1,000 yearly maximum benefit; \$1,300 dependent orthodontic rider.

MESSA PAK B

For full time twelve month employees not electing health insurance

1. LTD (66-2/3 with \$2,000 per month maximum)
2. Negotiated Term Life-\$35,000 with AD&D
3. VSP III Vision
4. Delta Dental (80%/80%/80%); with \$1,000 yearly maximum benefit; \$1,300 dependent orthodontic rider.

3. Eligible employees working less than twelve (12) months, upon appropriate application during the open enrollment period, shall be provided without cost to the employee and eligible dependents as defined by MESSA, the following benefits:

MESSA PAK A

1. SuperCare I with preventative care (wellness) rider; \$50/\$100 deductible; \$2.00 prescription co-pay.
2. Negotiated Term Life-\$35,000 with AD&D.
3. VSP III Vision

4. Delta Dental (50%/50%/50%) with \$1,000 yearly maximum benefit.

MESSA PAK B

1. Negotiated Term Life-\$35,000 with AD&D.
2. VSP III Vision
3. Delta Dental (50%/50%/50%) with \$1,000 yearly maximum benefit.
4. Additionally, those employees electing Plan B shall have a cash option equal to the SuperCare I single subscriber rate in effect for the current school year (in an amount of not less than \$196.32). The cash option may be re-directed by the employee toward MESSA options and/or annuities. In addition, employees may also re-direct the cash option toward the district's medical and dependent child care flexible spending accounts (125 Cafeteria Plan).
5. Insurance contributions for employees on unpaid leave of absence shall be paid by the Board only through the month following termination of wages, unless required by the FMLA. Such contributions shall be terminated immediately upon the employee quitting or being discharged.
6. An employee while on unpaid leave may elect to pay his/her own insurance premiums according to terms and conditions established by the insurance carrier and consistent with the FMLA.
7. Employees not eligible for health insurance under this provision shall be able to enroll in the **SuperCare I** package at group rates as permitted by MESSA and shall have the premium payroll deducted.
8. The provisions of this article are subject to all the underwriting rules and regulations of the insurance carrier.
9. The employee must notify the employer of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the employer for insurance coverage.
10. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

ARTICLE 14
Medical Exams

When medical examinations are required by the Board, costs incurred shall be paid by the Board. The examining physician or source of test shall be agreeable to the employee and the Board prior to the test or exam being administered.

ARTICLE 15
School Closings

1. When the schools of the district are closed to students because of inclement weather prior to their regular reporting times for the students' school day, employees shall not be required to report to work. Employees shall receive their normal daily compensation for the canceled work day, unless it is a work day which is to be rescheduled and worked on another date which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day he/she will not receive their normal daily compensation for the canceled work day, but will work and be paid for the rescheduled work day.
2. If the Board determines the need for services of selected employees, additional compensation for time actually worked shall be paid at the regular hourly rate.
3. Employees who are sent home prior to the end of their regular daily work shift due to equipment failure (e.g. boiler breakdown or power failure) or inclement weather shall incur no loss of wages for that day.

ARTICLE 16
Grievance Procedure

1. Purpose
The primary purpose of the grievance procedure is to secure at the lowest level possible, equitable solutions to problems which may arise between the district and members of the Association.
2. Definitions
A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement.
The term "days" when mentioned in this Article shall mean working days.
3. Procedural Rules
A grievance shall be submitted in writing and shall contain the following:
 - a. It shall cite the section of this Agreement alleged to have been violated.
 - b. It shall review the facts giving rise to the alleged violation.
 - c. It shall specify the date of the alleged violation.
 - d. It shall specify the relief requested.
 - e. It shall be signed by the grievant or grievants.
4. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum.
5. A grievant may withdraw a grievance at any level of the procedure of his/her own accord without obtaining the consent of the Board or the Association and such withdrawal shall render the grievance without force or effect as if it had never been filed.
6. If the grievant fails to appeal a decision at any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted.
7. A grievant may choose to be represented at all meetings or hearings at any level of the grievance procedure by another employee or another person. However, the Association shall be a party to any grievance reaching Level Three.
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
9. Levels of the Procedure
Any employee, group of employees or the Association may file a grievance which shall be processed in the following manner:

Level One

Within twenty (20) days of the alleged violation the grievance shall be submitted to the appropriate District Supervisor, who shall render his decision in writing within fifteen (15) days of his receipt of the grievance. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Two

If an unsatisfactory decision is received at level one, the grievance may be filed within fifteen (15) days with the Superintendent or his representative. Within fifteen (15) days from the receipt of the grievance, the Superintendent or his representative shall render in writing his/her disposition. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Three

If an unsatisfactory decision is received at level two, the grievance may be filed within fifteen (15) days with the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board, the Board's review committee shall meet with the grievant for the purpose of arriving at a solution to the problem. The Board's decision shall be rendered in writing within fifteen (15) days thereafter.

Level Four

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.

10. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - c. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - d. The decision of the arbitrator within the scope of his/her authority as stated herein shall be final, conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

ARTICLE 17
Reduction of Personnel and Recall

1. When a necessary reduction in personnel occurs, the specific positions being eliminated by the employer shall be identified and the employee(s) holding the identified position(s) shall be notified of layoff. The individual(s) so identified shall then have access to the bumping provision of this Agreement.
2. Employees affected by layoff may bump less senior employees only within their own wage classification if such a position is available, provided the employee has the present ability to perform the tasks and responsibilities of the available position. An employee scheduled to work fewer than thirty (30) hours at the time of layoff may bump an employee scheduled to work thirty (30) or more hours. Bumping rights must be exercised within five (5) working days after notice of layoff is received.
3. In the event there is no appropriate position within his/her own wage classification, an employee in classifications II, III, IV or V may request assignment by the Board to a position within a lower wage classification. An employee scheduled to work fewer than thirty (30) hours at the time of layoff may bump an employee scheduled to work thirty (30) or more hours. All assignments will be made based upon the affected employee's seniority, provided the employee has the present ability to perform the tasks and responsibilities of the available position.
4. Requests for reassignment shall be made to the Director of Personnel within five (5) working days after notice of layoff is received.
5. Employees will be recalled in order of seniority provided the most senior employee has the present ability to perform the tasks and responsibilities of the available position. Notification shall be by certified mail.
6. An employee who refuses to accept a recall to a position offering compensation equal to eighty-five percent (85%) of his/her wages at the time of layoff shall forfeit all further right to recall. An employee on layoff for longer than two (2) years or the length of their service with the school district prior to layoff, whichever is the longer period of time, and those who refuse to accept a recall, shall forfeit all further rights to recall.

ARTICLE 18

Jury Duty

1. An employee required to serve jury duty or who is subpoenaed as a witness in a civil or criminal case during the hours of his regular work shift will be paid the difference between the stipend for such service and his regular wages.
2. The employee shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.

ARTICLE 19
Employee Evaluation

1. Each bargaining unit member shall be evaluated annually on the Secretarial/Paraprofessional evaluation form agreed to between the parties. The administration shall identify the evaluator for each employee before the evaluation process begins.
2. The evaluation process shall include a pre-evaluation conference for the purpose of job-related goal-setting between the employee and the evaluator. The pre-evaluation conference shall occur during the first sixty (60) days of the school year for those employees on staff or the first sixty (60) days of employment for those who are newly hired.
3. At approximately mid-year, a status conference shall be held between the employee and the evaluator to determine progress regarding goal attainment.
4. Prior to May 1 of each school year, the evaluator shall complete and transmit a written evaluation to each employee using the negotiated evaluation form.
5. Oral or written complaints regarding the employee that find their way into the evaluation of the employee must be brought to the immediate attention of the employee at the time of the complaint. Those complaints not brought to the immediate attention of the employee may not be used in the evaluation process.
6. A meeting between the evaluator and the employee shall be held within five (5) work days of the issuance of the written evaluation.
7. There shall be a place for signature on the written evaluation that notes that the employee has had an opportunity to review the evaluation with the evaluator. Signature by the employee shall mean that the employee has reviewed the document, not that the employee agrees with the evaluation.
8. The employee may make written attachments to the evaluation to respond to, challenge, correct or add to the written evaluation. Such attachments shall be placed with the evaluation in the employee's personnel file.

ARTICLE 20
Tuition Reimbursement

1. The parties support the principle of continued education for employees. The Board of Education shall reimburse employees for tuition expenses for those courses approved by the Director of Personnel. Payment for the amount of tuition shall be made to the employee within thirty (30) days after the employee submits to the Director of Personnel proof of registration and payment. Employees who withdraw from or who do not complete courses during term of enrollment shall reimburse the District for tuition within thirty (30) days of the end of the term. The employee must return to the Jenison School system to be eligible for any tuition refund paid for summer coursework.
2. Reimbursement is limited to expense of credit only (not additional fees or books), and payment will be made on the following basis:
 - a. Full tuition reimbursement will be paid for the first twelve (12) semester hours (or fifteen (15) term hours) taken during the year, of which only six (6) semester hours (or nine (9) terms hours) may be taken during the school year.
 - b. The Board of Education will not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.
 - c. Tuition will be paid on a prorated basis for part-time employees (i.e., 100% employees reimbursed at 100%; 60% employees reimbursed at 60%; 42% employees at 42%). Thirty (30) hours shall be considered as full-time.
 - d. If attending out-of-state or private institutions, the Board will reimburse at a rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University according to campus tuition rates.

ARTICLE 21
General Provisions

1. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and Association shall meet promptly to renegotiate the affected provision.
2. This Agreement supersedes any rules, regulations or practice of the Board, which may be contrary to or inconsistent with its terms.
3. For the duration of this Agreement the Association agrees that it will not directly or indirectly engage or assist in any strike as defined by the Public Employment Relations Act. The Board agrees that it will not lock out its employees.
4. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject mentioned herein.

ARTICLE 22
Promulgation

Copies of this Agreement will be printed at the expense of the Board of Education and presented to each employee of the bargaining unit. The Board will provide fifteen (15) extra copies for the use of the Association.

ARTICLE 23
DURATION OF AGREEMENT
Secretarial/Paraprofessional Association (MEA-NEA)

This Contract Extension Agreement including Appendix A, shall become effective **July 1, 2000** and shall remain in effect until **June 30, 2003**.

For the Association:

Jan Dyksterhouse

Karen S. Lind

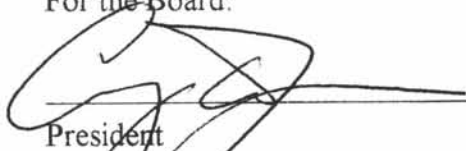
Julien Gifford

Pat Delaney

Judi Benison

Linda Maki

For the Board:


President

William Waalkes
Secretary

Mary Grant
Treasurer

APPENDIX A
Secretarial/Paraprofessional Schedule of Wages

CLASS IA-NEW HIRES-Cafeteria Assistant, Locker Room Assistant, Transportation Assistant, Study Hall Assistant.

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$8.36	\$8.60	\$8.85
2	8.69	8.94	9.19
3	9.06	9.32	9.59
4	9.40	9.67	9.95
5	9.72	10.00	10.29
6	10.14	10.43	10.73
7	10.51	10.81	11.12
Longevity (Years of Service)			
10 Years	\$11.11	\$11.43	\$11.76
13 Years	11.33	11.65	11.98
15 Years	11.58	11.91	12.25

CLASS I - Cafeteria Assistant, Locker Room Assistant, Transportation Assistant, Study Hall Assistant.

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$9.21	\$9.47	\$9.74
2	9.58	9.85	10.13
3	9.99	10.27	10.56
4	10.36	10.66	10.96
5	10.71	11.02	11.33
6	11.17	11.49	11.82
7	11.57	11.90	12.24
Longevity (Years of Service)			
10 Years	\$12.24	\$12.59	\$12.95
13 Years	12.50	12.86	13.23
15 Years	12.75	13.11	13.48

CLASS II - Instructional Assistants for Math, Reading, Pre-Kindergarten, Special Education, Music, Office Clerks, Media Clerks (those who are supervised directly at Senior High and Elementary)

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$9.39	\$9.66	\$9.94
2	9.76	10.04	10.33
3	10.18	10.47	10.77
4	10.56	10.86	11.17
5	10.91	11.22	11.54
6	11.40	11.72	12.05
7	11.81	12.15	12.50
Longevity (Years of Service)			
10 Years	\$12.49	\$12.85	\$13.22
13 Years	12.73	13.09	13.46
15 Years	12.98	13.35	13.73

CLASS III - Secretary-Human Resources Services, Secretary-Reading, Assistant Secretary-Community Services, Receptionist-High School, Study Hall Supervisor-High School, District Audio/Visual Clerks, Media Assistant Circulation-High School, Media Assistant-Junior High & Elementary (those without direct supervision), In-House Supervisor, Special Education Vocational Education Program assistant and Type B program assistant.

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$9.94	\$10.22	\$10.51
2	10.38	10.68	10.98
3	10.85	11.16	11.48
4	11.44	11.77	12.11
5	11.98	12.32	12.67
6	12.61	12.97	13.34
7	13.31	13.69	14.08
Longevity (Years of Service)			
10 Years	\$13.96	\$14.36	\$14.77
13 Years	14.16	14.56	14.98
15 Years	14.41	14.82	15.24

CLASS IV - Secretaries to: Elementary, Junior High and High School Principals and Assistant Principals; Junior and Senior High Guidance and Counseling; Athletic Director/Co-op.

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$11.46	\$11.79	\$12.13
2	11.95	12.29	12.64
3	12.50	12.86	13.23
4	13.14	13.51	13.90
5	13.75	14.14	14.54
6	14.41	14.82	15.24
7	15.05	15.48	15.92
Longevity (Years of Service)			
10 Years	\$15.76	\$16.21	\$16.67
13 Years	15.99	16.45	16.92
15 Years	16.24	16.70	17.18

CLASS V - Secretary-Community Education, Secretary-Transportation/Maintenance, Graphic Offset Technician

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	\$11.99	\$12.33	\$12.68
2	12.64	13.00	13.37
3	13.24	13.62	14.01
4	13.91	14.31	14.72
5	14.55	14.97	15.40
6	15.27	15.71	16.16
7	15.95	16.41	16.88
Longevity (Years of Service)			
10 Years	\$16.73	\$17.21	\$17.70
13 Years	16.98	17.46	17.96
15 Years	17.23	17.72	18.23

Actual paid days in a given employment year will be counted toward eligibility for step increases on the wage schedule for the next employment year. To qualify for an increase of one (1) step on the wage schedule, the employee must have accumulated at least ninety (90) paid days during the previous employment year. To qualify for a half step on the wage schedule, the employee must have accumulated at least forty-five (45) days, but not more than eighty-nine (89) days during the previous employment year. Days of absence due to work related injury or work related illness shall be considered work days for the purpose of interpreting this section.

