




MASTER AGREEMENT



Jenison Secretarial &
Paraprofessional Association
and the
Jenison Public School District

September 1, 2020 – August 31, 2023



Jenison Secretarial/Paraprofessional Association Contract

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PREAMBLE

This two-year Agreement is entered into, effective September 1, 2020 through August 31, 2023, 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, clerical assistants, media assistants, computer technicians, and receptionists. Excluded are supervisors, substitutes/temporary employees, students, non-categorized administrative assistants, non-categorized clerical assistants, and all other employees not listed in sentence one (1) above. 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 substitute is also one who fills a newly created position not held by a bargaining unit member until the position is posted and filled by a bargaining unit member. If the district determines a position will not become permanent, the position will be given to current bargaining unit members with time in their schedules or laid off bargaining unit members for up to one year. They will be paid at their regular rate, but will not be benefited by the temporary work. If a position is vacated by a bargaining unit member and the district determines that the position will be eliminated for the next school year, a substitute may be assigned to that position for the remainder of the school year. If a bargaining unit member requests a leave of absence for up to one year, a substitute may be assigned to fill that position for up to one year (see Article 11, p. 20, of current agreement). Substitutes shall be paid at the substitute rate. The Association will be notified when long term substitutes are utilized and when temporary work becomes available.

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

A probationary employee is new employee hired to fill a vacancy in the bargaining unit for a trial period of employment not to exceed ninety (90) 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. Each bargaining unit member may join the Association and pay union dues or decline to join the Association and decline to pay union dues.
2. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Employer hereby agrees that every eligible employee shall have the right to freely organize, join, or not join, and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. The Employer 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 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his/her membership, or non-membership, in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. Neither the Association nor the Employer shall coerce, threaten, or otherwise pressure any employee to join or not join the Association.

The Board agrees not to negotiate with any employee individually, or with any employee group other than the Association for the duration of this Agreement, nor to refer to any other group any problem for any purpose which is properly the subject of bargaining.

3. 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.
4. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school building at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of 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 that such repair or loss not covered by insurance, warranty, and /or service agreements.
5. The Board shall notify the Association within ten (10) days of any new employees including their starting date, classification, step/wage, and location along with rationale for hiring above the negotiated minimum salary for any given year within a classification.
6. The Association shall be provided a total of forty-eight (48) hours of compensated leave to be used by its officers or members to conduct Association business. (The district will not be responsible for compensating employees for Association responsibilities that are scheduled outside of the employee(s)' regular work day.) 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 Human Resources.

7. 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 the 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, or not 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 or non-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 gender, sexual orientation, marital status, genetic information, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. 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. An employee may adjourn a meeting in progress until association representation is available. Employees must be notified promptly about concerns relative to infraction of rules or delinquency of employee job performance.
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.

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.
 - 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

1. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of employees and make appropriate remittance for credit union 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.
2. The Board will provide payroll deduction for participation in 403b plans. Applications for payroll deduction will be accepted at any time. Participation in any and all programs is subject to IRS guidelines.
3. All payroll disbursements will be made via direct deposit.

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 ninety (90) working days. An employee will become a member of the bargaining unit upon first day of employment in a unit position.
3. Starting on September 1, 2018, if two or more employees have the same starting date, seniority will be determined among them by alphabetizing their names (last, first) starting with "A" on even years and starting with "Z" (going backwards alphabetically) on odd years. The first alphabetically (using the system above), shall have the greater seniority.

ARTICLE 7
Vacancies & Transfers

1. The Board shall fill vacancies with current bargaining unit members who meet qualifications for such vacancies when they are determined to be the best candidate for the position through an interview and/or testing process. All vacancies shall be filled on the basis of qualifications as derived from written job postings. If more than one internal applicant meets the qualifications as demonstrated in testing, the interview process, and documented past employee performance, the most senior applicant will receive the position. The Board agrees to hire outside of the bargaining unit only if no internal candidates are determined to be qualified. Rationale for bypassing internal candidates must be shared with the Association President.

Internal candidates for postings must fulfill any testing/posting requirements prior to the expiration of the posting. Any tests taken will remain on file for future consideration. Testing for posted positions shall follow these guidelines:

- a. Applicants for Clerical (non-secretarial) and Assistant positions, shall be required to show competence on an agreed upon, job related technical skills assessment. Assistants who are required to meet the "Highly Qualified" criteria of NCLB may utilize all available state options to do this.

Employees who passed the previous JPS District skills tests will not be required to pass additional NCLB tests for highly qualified purposes unless federal requirements are revised to mandate such.

- b. Internal applicants for Secretarial positions shall be required to show competence on an agreed upon, job related technical skills assessment.

Employees who passed the previous JPS District skills tests will not be required to pass additional NCLB tests for highly qualified purposes unless federal requirements are revised to mandate such.

- c. The District will assist employees in scheduling appropriate NCLB testing at an approved testing site. The cost of taking NCLB "highly qualified" tests will be paid one time by the Employer for those current employees seeking to qualify for a position in a higher wage classification. Any subsequent tests taken shall be paid by employees requesting to retake the test(s).

- 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 meet all requirements as posted.

2. New employees who do not meet the highly qualified status as required by No Child Left Behind will be required to take, and pass NCLB tests at employee expense to be offered employment.

3. Prior to posting a newly created vacancy or a new position, the job description for that position will be jointly reviewed and updated between the District and Association. The association will have five (5) work days to respond to a proposed posting with agreement or recommended changes. In the absence of a response within five (5) days, the position will be posted as proposed by the Director of Human Resources. It is understood that as new needs and shifting of program needs occurs, subsequent postings may need to contain modifications from previous ones. This understanding in no way will be used to disqualify an existing bargaining unit member from his/her existing position.

A vacancy shall be declared when there exists a bargaining unit position to which no employee has been assigned. Whenever a vacancy exists, the vacancy will not be filled except on a temporary basis until the position has been posted for five (5) non-weekend days. The position will be filled within ninety (90) days of expiration of the job posting. At the conclusion of the school year, the individual awarded the position will be placed in the position for the ensuing school year. The vacant position with accompanying qualifications based on the specific job posting shall be emailed to bargaining unit members when school is not in session. Employees should notify administration if they prefer a USPS mailed copy of any job posting during the summer. A copy of each posting shall be sent to the president of the Association.

4. An employee who is selected to fill an existing vacancy will serve a ninety (90) school 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, they must notify the building administration of the concerns. If the concerns are deemed valid within the probationary period, the employee will be moved to a vacant position within his/her capabilities and previous wage classification or, if no vacancy exists, the Director of Human Resources and the Association will meet to consider options including layoff and consideration for the next vacant position the employee is deemed qualified for.
5. An employee who is transferred to a different classification shall be compensated at the same percentage over the minimum hourly rate for that classification as they are receiving in their current classification. If an employee is receiving the minimum hourly rate at a classification they will move to the minimum for the new classification. If an employee is receiving the maximum hourly rate for a given classification they will move to the maximum in the new classification.

Example: An employee is being paid \$13.50 in Class I. The employee moves to Class III. The minimum hourly wage for Class I is \$11.47. This makes the employee's current hourly rate 17.7% higher than the minimum for Class I ($\$13.50 - \$11.47 = \$2.03$, $2.03 / 11.47 = 17.7\%$). The minimum for Class III is \$12.12. A 17.7% increase over \$12.12 is \$14.27 ($\$12.12 * 1.177 = \14.27). The employee will be paid \$14.27 per hour at the Class III position.

6. When two (2) bargaining unit members mutually wish to voluntarily transfer into each other's positions, a request for such transfer can be made in writing to the Director of Human Resources. If deemed desirable by all, this voluntary transfer request shall be granted.

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. The Board shall notify the President of the Association at the time of posting.
2. If the Board determines at any time a need to increase the hours of employment for any employee, these procedures will be implemented:
 - a. The Board and the Association will discuss the proposed change.
 - b. 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 7.
3. Supervisors shall confer with an employee before changing the regularly scheduled daily hours of work. When such changes are not mutually agreed, changes will be made only after a conference between the employee, the supervisor, an association representative, and the Director of Human Resources.
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 uninterrupted lunch break of at least 30 minutes barring situations of emergency.
6. An employee shall be entitled to a paid fifteen (15) minute break for each two and one-half (2 1/2) hours of work scheduled in a day.

If an employee voluntarily agrees to have part of their break time scheduled during their uninterrupted lunch period, the portion of that lunch period that is included as "break time" shall be paid at the member's negotiated pay rate.

Employees who work a daily schedule in excess of their normally scheduled work hours will be paid at their hourly wage rate for the time exceeding their normal schedule; or, if the employee chooses, they shall be allowed to "flex" their schedule. This flex time can accumulate up to a half day and be covered by a sub or can be coordinated with the building administrator for other coverage. The half day accumulation must be used before more time can be accrued. If a sub is required/utilized, the time will be recording in the District absence management system as "school business."

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. 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.
10. Employees required by their administrator to attend in-service training shall be compensated at their regular hourly rate. If an administrator requires attendance at a meeting held outside of the regular employee hours, the employee will be compensated at his/her regular rate. Employees who accompany student groups on overnight activities shall be compensated one hundred dollars (\$100.00) per night in addition to their regular daily rate.
11. No employee will be required to transport a student in his/her own private vehicle for school related functions. If the employee agrees to such a transport, he/she shall be reimbursed at the IRS rate.
12. Employees who are required as a part of their assigned duties, to perform “medically related tasks”—such as non-sterile caths, feeding tube or trache tube use or cleaning, injections and similar tasks—shall:
 - a. be trained as deemed necessary by a medical professional
 - b. be given written instructions specific to each child receiving the medical procedures
 - c. be given emergency numbers of the child’s primary physician to use as a contact in the event of an emergency
13. Any bargaining unit member who is certified as a teacher or qualified to substitute and agrees to substitute for a teacher will be paid at the base daily substitute rate for contracted substitutes or at his/her hourly rate whichever is greater.
14. If paraprofessionals employed by Jenison Public Schools serve as substitutes, they will be compensated at their normal hourly rate.
15. Work hours that are funded by grants such as Read Naturally, Title I programs and breakfast program shall be assigned to teachers or employees of the bargaining unit. If assigned to bargaining unit members, they are not a part of the employees regularly assigned employment hours for any given year, but will count toward compilation of total weekly hours worked for ACA purposes.
16. Paraprofessionals will be paid 5 hours of regular wages to attend one professional development day per school year. The Director of Human Resources will work with the Union President to choose a teacher professional development day to conduct such training.

ARTICLE 9
Vacations and Holidays

1. Only employees scheduled to work twelve (12) months earn vacation time computed on the vacation year from July 1 to June 30.

- a. First year employees from their date of hiring to June 30 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

- b. Employees with one (1) year or more seniority will have their vacation time computed at the completion of listed years of service 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

- c. Vacations shall be approved 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.
- d. Vacation time may be accumulated up to twice the employee's annual allotment.
- e. Vacation pay shall be paid on an employee's normal workweek exclusive of overtime.
- f. An employee who is terminated for any reason shall receive prorated pay for accumulated vacation days.
2. 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 Christmas 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.

For those bargaining unit members whose daily scheduled hours vary, holiday pay will be determined by whichever is greater: normally scheduled hours for that day or one-fifth (1/5) of their total scheduled weekly hours up to a maximum of normal weekly hours.

3. 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.
4. Should any holiday fall on a Saturday or Sunday, either the preceding Friday or the following Monday will be considered a paid holiday.
5. 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 varied daily hours or fewer than five (5) days per week shall have sick leave calculated on a weekly average proration.
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.
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 seventy (170) 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.
 - d. Employee contracts and agreements state that an employee may use up to fifteen (15) days of sick leave annually "for illness of his/her legal dependents residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household,

when critically ill or when the physical presence of the [staff member] is medically necessary at times which conflict with his/her [professional] duties.”

Transporting an ill family member for the purpose of medical treatment (i.e., to Mayo Clinic, University of Michigan, etc.) is permissible under provisions of this article. However, transporting a family member for non-medical reasons (for example, taking ill or elderly parents to winter housing out-of-state) is not a permissible use of family sick leave. However, employees may request use of personal business days or unpaid leave for this type of non-medical transfer.

If an employee must be out for an extended period (three days or more) for family sick leave purposes, he/she should notify his/her building administrator prior to beginning the leave when possible. When not possible, the employee should notify their building administrator as soon as possible.

5. 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, children, step/foster children, or grandchildren.
 - a. As many as seven (7) additional days deductible from leave time may be used for death of spouse, mother, father, children, step/foster children, grandchildren. Employees may use vacation and personal days for bereavement leave as well.
 - b. Up to five (5) days deductible from leave may be used for death of siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece, or nephew. The employee may take up to two (2) days per death of brother-in-law, sister-in-law and grandparents-in-law.
 - c. 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, less any costs covered by an employee’s Board paid benefits.

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 reimburse the District for 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. Any employee who is eligible for retirement through MPSERS will receive the current year outside/third-party parapro sub rate per sick hour for half their accumulated sick time up to a maximum of 500 hours as of June 30 of the retiring year. This payment will be made as an employer contribution under the Jenison Public Schools Section 403(b) tax sheltered annuity plan. The payment will be offered in 2 equal installments on the first regular check run in August and September immediately following the employee's retirement. In order to qualify for this payment, the employee must notify the District of their intent to retire by March 15th of the retirement year.
11. An employee will be allowed three (3) 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 direct supervisor/building principal 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 Human Resources. 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 Human Resources 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.
5. The Board of Education will comply with applicable provisions of the Family Medical Leave Act and Board of Education FMLA Policy4003.

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 waiting period for new employees or twenty (20) day waiting period for newly benefited employees.

2. **FULL-TIME TWELVE MONTH EMPLOYEES:** The Board will provide the following health insurance protection for eligible twelve (12) month employees, his/her family, and other eligible dependents. The employee will be responsible for paying the premium/funded deductible amount that exceeds the PA 152 "hard cap" amount on health insurance. The Board will provide without cost to the employee ancillary insurance coverages (vision, dental, LTD, and life insurance) for the employee, his/her family, and other eligible dependents.

Plan A or C - For Employees Electing Health Insurance

Health: SP members that are eligible for medical insurance will be covered by the same medical/prescription plan as the Administrative and non-union group.

LTD: 66-2/3 of Maximum Eligible Salary
Maximum monthly benefit \$2,000
Maximum eligible monthly salary \$3,000
90 calendar days modified fill
COLA
Mental/Nervous same as illness
Alcohol/Drug same as illness
Pre-existing limits waived
Social Security offset

Negotiated

Term Life: \$35,000 with AD&D

Vision: To match administrative vision coverage

Dental: 80%/80%/80% Class I, II, III benefits with \$1,000 yearly maximum benefit
80% Class IV benefits with \$1,300 maximum
Dependent orthodontic rider

Plan B - For Employees Not Electing Health Insurance

LTD: 66-2/3 of Maximum Eligible Salary
Maximum monthly benefit \$2,000
Maximum eligible monthly salary \$3,000
90 calendar days modified fill
COLA
Mental/Nervous same as illness
Alcohol/Drug same as illness
Pre-existing limits waived
Social Security offset

Negotiated

Term Life: \$35,000 with AD&D

Vision: To match administrative vision coverage

Dental: 80%/80%/80% Class I, II, III benefits with \$1,000 yearly maximum benefit

80% Class IV benefits with \$1,300 maximum
Dependent orthodontic rider

3. FOR ELIGIBLE EMPLOYEES WORKING LESS THAN TWELVE MONTHS:
The Board will provide the following health insurance protection for eligible employees working less than twelve (12) months, his/her family, and other eligible dependents. The employee will be responsible for paying the premium/funded deductible amount that exceeds the PA 152 "hard cap" amount on health insurance. The Board will provide at no cost to the employee ancillary insurance coverages (vision, dental, and life insurance) for the employee, his/her family, and other eligible dependents.

Plan A or C - For Employees Electing Health Insurance

- Health: SP members that are eligible for medical insurance will be covered by the same program as the Administrative and non-union group.
- Negotiated
Term Life: \$35,000 with AD&D.
- Vision: To match administrative vision coverage
- Dental: 50%/50%/50% Class I, II, III benefits with \$1,000 yearly maximum benefit
No Class IV benefits

Plan B - For Employees Not Electing Health Insurance

- Negotiated
Term Life: \$35,000 with AD&D.
- Vision: To match administrative vision coverage
- Dental: 50%/50%/50% Class I, II, III benefits with \$1,000 yearly maximum benefit
No Class IV benefits
4. The employee's contribution will be payroll deducted over 21 or 26 payroll periods (dependent on work year) through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan shall include any and all provisions necessary for pre-tax contributions to employees' HSA accounts.
5. Additionally, those employees electing Plan B shall have a cash option of \$9,500. The cash option may be re-directed by the employee toward additional insurance options.
6. Insurance contributions for employees on unpaid leave of absence shall be paid by the Board only to the end of the month following termination of wages, unless required by the FMLA. Such contributions shall be terminated immediately upon the employee quitting or being discharged.
7. 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.

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 carrier.
11. If an employee is ineligible to participate in a Health Savings Account, but eligible to receive benefits from JPS, the Board will contribute any amount under the hard cap that is not spent on premium, taxes and fees for the employee to a medical reimbursement account.
12. The District shall contribute excess above the monthly premium/tax/fee costs to the HSA on a month-to-month basis (not prefunded).

ARTICLE 14 Medical Exams

When medical examinations are required by the Board, costs incurred shall be paid by the Board, less any costs covered by an employee's Board paid benefits. 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 or other conditions which make it impracticable to hold classes, 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.
4. In the event the start of the school day is delayed, employees will be required to report consistent with the delay unless their regularly scheduled hours are not included in the delay time, in which case they should report at their regularly scheduled times. If an employee is required by an administrator to report during the delay, additional compensation will be paid at his/her regular hourly rate.

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 calendar days excluding weekends.

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 Human Resources 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 Human Resources 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. If the Board determines at any time a need to reduce or eliminate the position(s) of any employee(s), these procedures will be implemented:
 - a. The Board and Association will meet to discuss the proposed change(s).
 - b. In a time of reduction of force, Article 17.1.d supersedes Article 7.1 inasmuch as vacant positions will first be offered to eliminated individuals and not posted for the most senior staff to apply via Article 17.1.d.
 - c. In accomplishing budget reduction through reduction of personnel, the Board will consider layoff of least senior personnel first. If employee layoffs cannot accomplish the necessary budget reductions and staffing needs, the Board will then reduce hours of position in inverse order of seniority. The Board will not de-benefit positions held by employees as a part of the reduction plan; however, benefited positions may be eliminated.
 - d. The employee(s) holding the identified position(s) shall be notified fourteen (14) days prior to position elimination, reduction of hours, or layoff.
 - e. Employees affected by the position elimination or reduction of hours will be transferred to vacant positions with hours as similar to their own within their wage classification provided the employee meets qualifications as stated in the job description and Article 7 of this Master Agreement. This shall occur prior to vacancies being posted. Once transfers are completed, employees still affected will bump the least senior employee within their wage classification with hours as similar to their own provided the employee meets the qualifications as stated in the job description and Article 7 of this Master Agreement. This provision shall apply to all of the following paragraphs.

Employees who work fewer than thirty (30) hours per week may bump an employee with the same or most similar hours to their current position. Employees who work thirty (30) or more hours per week may bump the least senior employee who holds a position of thirty (30) or more hours per week. If a thirty (30) or more per week position is not available, the employee will bump into the position held by the least senior employee with hours as close to thirty (30) hours per week. This position may not be benefited. When a position that is 30 or more hours is eliminated, the individual being eliminated may choose to forgo a vacant position that is less than 30 hours and exercise bumping rights (within their classification) of the least senior position that is 30 or more hours. If more than one individual takes this option, the most senior employee eliminated will bump in to the least senior position with the most hours.

In the event a part-time position is not available to a more senior part-time employee, that employee may bump the least senior thirty (30) or more hour employee. When more than one part-time higher senior employee's position is reduced or eliminated, an existing thirty (30) hour or more position held by the least senior full-time employee shall be offered to the most senior impacted employee first. If that employee refuses the position, it shall be offered to other higher senior impacted employees in order of seniority. The intent is that the most senior, not the least senior, part-time employee will have first opportunity to bump the full-time position held by the least senior

employee. When employees choose to exercise bumping rights, the affected person being bumped will be notified as soon as JPS and Jenison SP agree upon impacted individuals. They will then be informed of their option to bump, accept a reduced assignment, take a voluntary layoff or be given notice of layoff. There is no “notification” process or timeline for bumping.

If there is not a position within his/her own wage classification that an employee qualifies to bump into in accordance with Article 7 – Section 1, an employee may bump into a position within a lower wage classification. Benefited positions will not be de-benefited through this process; however, employees may lose benefits as a result of being bumped. Bumping rights must be exercised within seven (7) non-weekend days after the notice of position elimination or reduction of hours.

Prior to activating the recall procedures, if additional hours become available, these hours will be added back to bargaining unit members who are still actively employed by the District, but are working a reduced number of hours due to the provisions of Article 17. This will be done based on seniority, and availability within a member’s weekly schedule. Once a member’s previously held hours are met, there will be no requirement to add additional hours for that individual member.

When hours are added to a bargaining unit member’s schedule in any given school year, those restored hours shall carry over to their next year’s schedule.

- f. When reductions are being made within a categorical program, they will be made at the building level by program and by seniority within the program. Employees may be moved within a program based on student need.
2. Employees placed on layoff status will be recalled in order of seniority provided the most senior employee has met the qualifications for the vacancy as determined by the job posting. Notification of recall shall be made by telephone. When a phone conversation occurs regarding an eligible member’s recall option, that member will have up to twenty-four (24) hours to notify the District as to whether he/she accepts or rejects the recall.

In the event an employee accepts a recall for an upcoming school year, and a position within the same classification with more hours, or a higher classification with equal or more hours becomes available at any time prior to the next school year, the recalled member will have the right to request placement in the new vacancy. Placement rules outlined in the paragraph above and Article 7 shall still prevail.

It is the responsibility of employees on recall status to notify the Director of Human Resources of changes in telephone numbers and addresses.

3. 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. Employees will be subject to recall for up to two (3) years after layoff.

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/her 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. At approximately mid-year, a status conference may be held between the employee and the evaluator. Where concerns are present, the meeting will be mandatory with written follow up.
3. Prior to June 1 of each school year, the evaluator shall complete and transmit a written evaluation to each employee using the negotiated evaluation form.
4. Oral or written complaints regarding 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.
5. A meeting between the evaluator and the employee shall be held within five (5) work days of the issuance of any written evaluation.
6. 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.
7. 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
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 unless a change has been made that affects the statutorily mandated subjects of bargaining.

ARTICLE 21
DURATION OF AGREEMENT
Secretarial/Paraprofessional Association (MEA-NEA)

This Contract Extension Agreement including Appendix A and B, shall become effective September 1, 2020, and shall remain in effect through August 31, 2023.

For the Association:

Diana L. Madden

President

Secretary/Treasurer

For the Board:

[Signature]

President

[Signature]

Vice President

[Signature]

Secretary

[Signature]

Treasurer

APPENDIX A

Secretarial/Paraprofessional Wages

CLASS I - Instructional Assistants and Non-instructional Cafeteria/Recess.

CLASS II - Office Clerical Assistants at Elementary Schools and Senior High.

CLASS III - Clerical Assistant Junior High, Media Assistants, and District Technology Assistants.

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

For 2020-2021 and 2021-2022 employees will be awarded a 3.0% increase each year over current salary. A 3.5% increase will be awarded for 2022-2023. Minimum starting wages per class and maximum wages per class are outlined below.

Class	2020-2021		2021-2022		2022-2023	
	Minimum Hourly	Maximum Hourly	Minimum Hourly	Maximum Hourly	Minimum Hourly	Maximum Hourly
I	\$13.79	\$17.89	\$14.20	\$18.43	\$14.70	\$19.08
II	\$14.33	\$18.88	\$14.76	\$19.45	\$15.28	\$20.13
III	\$14.85	\$19.92	\$15.30	\$20.52	\$15.84	\$21.24
IV	\$16.45	\$22.47	\$16.94	\$23.14	\$17.53	\$23.95

1. Annual wage increases will be implemented on each employee's first day of regular work for the upcoming school year after July 1 of the applicable year. This does not include special training dates. New employees, upon hire, will be paid the rate afforded them in this agreement for any service after July 1 of a given year.

Bargaining Unit Members employed during the 2021-2022 school year will receive up to \$500 as a one-time additional payment. Those employed less than full time (40 hours per week) will receive a prorated payment based on average hours per week. For those who started after the first day of work for the year, but remain employed as of June 3, 2021, the number of days worked will be used along with hours per week to calculate the payment. Those that left employment prior to June 3, 2021 are not eligible for payment. This one-time payment is not ORS reportable.