

AGREEMENT

by and between

Jackson Public School District

and

Jackson Educational Secretaries Association

Jackson, Michigan

2012 – 2014

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**AGREEMENT BETWEEN JACKSON PUBLIC SCHOOLS
JACKSON, MICHIGAN
AND
THE JACKSON EDUCATIONAL SECRETARIES ASSOCIATION**

This Agreement is effective the first day of July 2012, by and between the Board of Education of the Jackson Public Schools of Jackson, Michigan, hereinafter called the "Board" and the Jackson Educational Secretaries Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work including all classifications in Appendix A of this Contract except the Administrative Assistants to the Superintendent of Schools, Executive Director of Human Resources and Deputy Superintendent for Financial Services. Other personnel, whose classifications are changed or created in accordance with the terms and conditions of this Agreement, will be included in the above unit.
- B. The term "secretary" or "employee" when used in this Agreement shall be defined as an individual represented by the bargaining unit as described above.
- C. The Board agrees not to negotiate with any secretarial or clerical organization other than the Association for the duration of this Agreement.
- D. The employer agrees to provide a copy of all written job posting to the Association President.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement.
- B. All negotiations shall, unless otherwise mutually agreed upon, take place during regular working hours (7:30 a.m. - 4:30 p.m.). The first twenty (20) hours will be paid for in full by the Board. Thereafter, the cost of negotiations which take place during the regular working hours shall be shared on a 50-50 basis by the Board and the Association.
- C. **Professional Council**
 - 1. A joint committee representing the Association and the Board shall meet within fourteen (14) days of written request of either party for the purpose of reviewing the contract problem, to resolve problems that may result from this Agreement or other items of concern to the Association or the Board.
 - 2. The committee shall be composed of up to three (3) representatives each, of the Board and the Association. In addition, the parties shall mutually agree on a seventh (7th) member to Professional Council.

7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
9. The grievant(s) and grievant(s)' Association Representative shall be released from duty, with no pay loss, to attend grievance meetings and hearings called by the Administration or the Board which are scheduled during the normal working day of the grievant(s).
10. Reasonable release time shall be granted for the purpose of investigation of a grievance by the President or the President's designee which shall not be abused.

D. **Procedures**

1. **Level One**

- a) The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
- b) The immediate supervisor shall render an oral decision to the grievant(s) within two (2) working days of the above discussion.

2. **Level Two**

- a) If the Level One decision is not satisfactory, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix C) and shall be presented to the immediate supervisor and the Association within five (5) working days of the receipt of the Level One answer.
- b) The immediate supervisor shall hold a meeting with the grievant(s) and grievant(s)' Association Representative within five (5) working days of the receipt of the Level One answer.
- c) The immediate supervisor shall render a written decision to the grievant(s) and the grievant(s)' Association Representative within five (5) working days of receipt of the grievance.

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or designee within five (5) working days of receipt of the grievance.
- b) The Superintendent or designee shall hold a meeting with the grievant(s) and the grievant(s)' Association Representative within five (5) working days of the meeting.

have its representative present to state its views at all stages of the grievance procedure.

F. **Appeal of Discharge or Suspension**

1. Written notice of Discharge or Suspension shall be presented to the employee and the Association on the same day.
2. Grievances involving an appeal of Discharge or Suspension shall be initiated directly to Level Three within five (5) working days of receipt of written notice as provided above.
3. Once the grievance has been initiated at Level Three, the normal grievance procedures shall be followed as set forth in this Article.

G. The Association may initiate a grievance directly at Level Three when either of the following conditions applies:

1. A grievance involves a group of employees or an issue which applies to the unit as a whole, or
2. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

Such grievances shall be initiated at Level Three and the normal grievance procedures shall be followed as set forth in this Article.

ARTICLE IV - BOARD RIGHTS

A. The Board, on its own behalf and on behalf of electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including, but without limiting the generality of the foregoing, the right:

1. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, which includes the right to reduce forces, or their dismissal or demotions; and to promote, transfer, and assign all such employees.
3. To determine the hours of work, duties, responsibilities, and assignments of employees who are or become members of this unit.
4. The Board further reserves the right to promulgate and enforce reasonable discipline and work rules, which are not inconsistent with the Labor Agreement which will be reasonably applied.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof,

ARTICLE VI - AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS

- A. All employees, as a condition of employment, shall within thirty (30) days from the commencement of employee duties either:
1. Join the Association, sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National, Michigan and Jackson County Education Association), which authorization shall continue in effect from year to year unless revoked in writing between August 1, and August 31, of a given year, or
 2. Pay a service fee to the Association in an amount determined as appropriate under the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures, provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph A-1 of this Article. In the event that an employee shall not pay the service fee directly to the Association or authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom deductions have been made. Employees may also pay their dues in full to the Association Treasurer within sixty (60) days of the onset of each school year.
- D. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to properly refund such monies as soon as practical.
1. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Association that an employee must be discharged because the employee is not a member in good standing.
- E. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
1. Any financial institution that allows electronic fund transfers
 2. Tax-Sheltered Annuities
 3. Professional Associations

- J. An employee shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- K. No employee shall be disciplined, reprimanded or reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or deprivation of advantage of the Board or representatives thereof, shall be done in privacy.

The employer agrees to practice the concept of progressive discipline and shall notify the employee in writing of alleged delinquencies, including attendance, indicate expected corrections and indicate a reasonable period for correction. If applicable, a plan of assistance may be issued, in accordance with Article XIV, A, 11. The parties agree that progressive discipline levels include:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Discharge as a final resort

The level of discipline may vary depending on the circumstances, including the nature and severity of the violation.

All corrective action will be discussed with the employee within five (5) workdays of incident, or within five (5) workdays after the supervisor becomes aware of the incident. If additional time is needed to determine the appropriate discipline, the employee and the Association will be made aware of a time extension.

- L. Any material, which is negative or disciplinary in nature, must be reviewed and signed by the employee in order to be of any effect. Signing does not necessarily indicate agreement. The employee shall have two (2) weeks, ten (10) school days, to submit a written statement in regard to such materials for inclusion with the materials, in the personnel file.
- M. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. Any warning or reprimand not received by the employee may be removed from the file at the employee's discretion. The review shall be made in the presence of the individual in charge of Human Resources, or their designee, or the Superintendent of Schools. Privileged information, which is specifically exempted from review, shall include such confidential credentials and related personal references normally sought at the time of employment.
- N. An employee believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint through the grievance procedure to have said material corrected or expunged from their file.
- O. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand shall be removed from the file at the written request of the employee. Said warning or reprimand shall not be used in a future disciplinary action against said employee.

An employee shall lose seniority for any of the following reasons:

- a) If the employee quits
- b) If the employee is discharged for just cause
- c) If the employee overstays a leave of absence, unless otherwise agreed to in writing by the Superintendent and the Association
- d) If the employee's time on layoff exceeds the greater of twelve (12) months or a period equal to the employee's accumulated seniority to date of layoff
- e) If the employee obtains a leave of absence and does not utilize the leave as set forth in the request
- f) If a settlement with the employee has been made for permanent and total disability
- g) Retirement

B. Layoff / Displaced

- 1. In the event it becomes necessary to reduce the work force for any reason, probationary and temporary employees shall be laid off first. Thereafter, further reduction shall be in accordance with seniority; however, employees retained must have the ability to perform the work available and possess the necessary skills required for the job and be qualified to perform the same, which means that with minimum instruction, the work can be performed without unduly impairing the efficiency of the operation. Decisions regarding performance shall be made by the employer, such decisions being subject to the grievance procedures.
- 2. Notice of layoff shall be made thirty (30) calendar days prior to the layoff.

3. Procedure

- a) A displaced person is one whose:
 - 1) Job has been eliminated
 - 2) Job has been changed in such a way as to require reposting
 - 3) Job has been taken in the bumping procedure
- b) Through the bumping process, any displaced employee cannot be required to bump into a position with a change in the number of weeks/hours worked per year, but may, if he/she chooses, subject to the qualifications set forth above in paragraph B.1.
- c) When seniority is to be exercised as a result of a reduction in the work force, the employee must give notice of intent to exercise seniority within three (3) working days of the notice of layoff by submitting in writing

At the meeting, the most senior employee in the highest classification affected shall exercise seniority to the position(s) available, in accordance with the procedures above.

C. **Recall**

1. Employees shall be recalled in order of seniority with the most senior employee being recalled first, subject to the employee having the ability to perform the work available, possessing the necessary skill required for the job and be qualified to perform the same, which means that with minimum instruction the work can be performed without unduly impairing the efficiency of the operation.
 - a) The employee shall be recalled by telephone
 - b) A certified letter to the last known address will follow, with a copy to the President of the Association
 - c) The employee shall have five (5) work days to give notice of intent to return and if not working, must return within five (5) work days of notice of intent to return. If the employee has taken another position, the employee must return within ten (10) workdays
 - d) If the employee fails to receive proper notice as a result of having moved without providing the Human Resource Office the correct or new address, seniority shall be terminated and it shall be deemed a voluntary quit
 - e) Failure to give proper notice of intent to return or to return within the prescribed time periods above will result in a loss of seniority and shall be deemed a voluntary quit.
2. An employee may refuse recall to a classification other than the one held prior to layoff within a period of six (6) weeks following initial recall provided this would not cause the Board to hire from outside the bargaining unit.
3. Should the Board reinstate a position that had been eliminated within one (1) year after the initial recall, the employee, if not on layoff, who previously held the position, shall be offered the position before it is offered to laid off employees, unless that employee has previously exercised seniority to obtain a different position by bidding out of the position to which the employee had been recalled.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A.
 1. A position is considered vacant when a position is newly created or an employee quits, retires or is discharged for cause, or when an employee transfers or is promoted. In the event an employee is on an unpaid leave of absence in accordance with Article XI.E, such position shall be considered vacant after one (1) calendar year.
 2. When additional duties are placed in a position, the Professional Council will consider the desires of the employee in that position, research the skills required and the training available, and any other relevant information. The Professional

promotions or transfers within the unit shall be made on the basis of seniority, previous successful evaluations and the proven ability to perform the work. "Proven ability" means the employee has the necessary skills, which may be tested, they will require minimum instruction, and will not unduly impair the efficiency of the operation.

- D. All timelines associated with the posting and filling of vacancies, including the trial period, shall be considered maximums. When dealing with a flexible timeline, expedited decisions are encouraged.
- E. The person selected for the position will be granted up to five (5) workdays as a trial period to determine their ability to perform the job and their desire to remain on the job, except where an employee, through testing, has been found not to possess the ability to perform the work. During the trial period, they shall be paid at the rate for the job for which they are assigned. During the trial period the employee shall have the right to revert back to their former position. If during the trial period the employee is unsatisfactory in that position the employer may transfer him/her to their former position. The employee shall be notified, in writing, of the reasons. A notice of the action shall be sent to the union president.
- F. A transferred or promoted employee may be asked to spend up to three (3) days providing training to their replacement(s). Any further training assistance, beyond the three (3) days, shall be at the prerogative of the employee.
- G. It is understood that a transferred or promoted employee will provide, when requested, information about certain aspects of their former position. In no case will they work in a dual assignment.
- H. Any ten (10) month employee in the bargaining unit interested in substituting during the summer shall submit to the Human Resource Office a letter indicating their interest in subbing during the summer months. When substitutes are needed, the employer will call the employee(s) on a seniority basis, provided the employee is qualified as per the existing job description and that such qualification is necessary for the position as a substitute.

ARTICLE X - WORKING CONDITIONS

- A. The normal workday shall be eight (8) hours per day. The normal workweek shall be forty (40) hours per week, Monday through Friday.
- B. The Board recognizes the principle of a forty (40) hour workweek and will set schedules and make work assignments, which can reasonably be accomplished within the afore-described workweek. The Board will not require employees regularly to work in excess of such workweek within or outside of any school building except in the case of special projects. Scheduling for overtime for special projects will be done mutually between the employee and employer within a reasonable time period.
- C. Any overtime will be authorized in advance and follow District procedures except in the case of emergencies.

requirements. A written request must be made to the Human Resource Office listing the items.

- O. Upon employment, the name of each employee shall be provided along with a written job description for the work he/she is expected to perform to the President of the Association.
- P. In the event the opening of the school year is delayed or the school year is interrupted, and school is scheduled to be in session on holiday-related days, Christmas vacation, Spring vacation, or the last week of June, employees will be required to work on all such days that school is in session, and all other days as might be necessary to complete the school year. Compensatory time off for work performed on any days listed above will be arranged by mutual agreement between the employee and his/her immediate supervisor.

It is agreed between the parties that the intent of Article X, P, is that if school should be delayed, employees and their supervisors will consider the alternative of banking days off during the delay. Such banked time may be used as workdays by the Board during the time that school is later in session.

Q. **Substitute Secretarial Time**

No more than twenty (20) workdays per building per year may be scheduled. Scheduling of additional assistance shall be done by the building principal.

- R. The Administration agrees to post a Summer School Secretary position each year that the District participates in an elementary summer school program. If the decision is made to eliminate the summer school program and secretary position, it is agreed that it is not for the purpose of eroding the bargaining unit.

- S. If a building is closed during the workday, employees will either:

1. Be released within thirty (30) minutes of closing, or
2. Be relocated to another building to do work related to their specific assignment.

T. **Medical Service to Students**

1. Except for any designated Emergency First Aid Trained individuals, employee service shall be limited to the dispensing of Band-Aids and ice packs, taking temperatures, and minimal assistance to determine the degree of injury or illness which could include calling administrators, parents, and/or emergency personnel. The employer shall indemnify and save harmless from any liability employees who administer medical assistance.
2. Latex gloves shall be readily available to each employee and must be used whenever working with body fluids.
3. The District may assign one or more employee volunteers in each building to be "Emergency First Aid Trained" in first aid and CPR. Employees who volunteer to be Emergency First Aid Trained shall receive American Red Cross training for first aid and CPR either during or outside the employee's assigned work hours.

2. PTO for forty-four (44) and forty-three (43) week employees hired before July 1, 2010 shall be based on the employee's employment anniversary and shall be awarded as follows:

Six (6) months to one (1) year of service	Eight (8) PTO days per year
Two (2) years to eight (8) years of service	Twelve (12) PTO days per year
Nine (9) years to fifteen (15) years of service	Sixteen (16) PTO days per year
Sixteen (16) years or more	Twenty (20) PTO days per year

3. Employees hired before July 1, 2010 shall be required to use not more than fifty percent (50%) of their respective PTO during the five (5) day spring break shutdown period and the four (4) day District shutdown periods during Christmas break and the July 4th week.
4. PTO for fifty-two (52) week employees hired on or after July 1, 2010 shall be based on the employee's employment anniversary and shall be awarded twelve (12) days each year.
5. PTO for forty-four (44) and forty-three (43) week employees hired on or after July 1, 2010 shall be based on the employee's employment anniversary and shall be awarded eight (8) days each year.
6. All employees may carry over not more than seven (7) PTO days per year to the next employment anniversary year and may accumulate not more than twenty (20) PTO days. If, at the end of an employment anniversary year, an employee has accumulated more than twenty (20) PTO days, the employee shall be paid for not more than five (5) of the accumulated days in excess of twenty (20). Any accumulated days in excess of twenty (20) for which the employee is not entitled to be paid shall be lost.
7. Employees hired before July 1, 2010, who have accumulated sick days may use such days as sick days after they have exhausted all of their PTO. Such accumulated sick days may be used for the following reasons:
- (a) Sick leave for personal illness or accident not connected with the duties of the employee.
 - (b) Illness or disabling accident in the immediate family (spouse, children, grandchildren, parents of spouse, and parents of employee) not to exceed eight (8) days per year, four (4) of which may be used for grandchildren.
 - (c) Emergency leave construed to mean time necessary for the conduct of personal affairs which cannot normally be handled outside the regular work hours. Emergency leave shall include the following in addition to other emergencies which must be approved by the immediate supervisor:

emergency and submit the form to their supervisor. Any written information must be attached to the form. The supervisor shall respond within two (2) workdays, providing rationale if the request is denied. If the request is denied, the employee may appeal to the supervisor accompanied by an Association representative.

D. **Sick Bank.**

The parties agree to establish and maintain a sick bank to help cover unpaid days prior to the commencement of short-term disability as follows:

1. Employees in JESA may contribute days to the Sick Bank on a confidential, voluntary basis.
2. In the fall of each year, Human Resources will provide each member with a form for the member to fill out and return if they wish to contribute. Donation of days can be done at any time.
3. A JESA member may donate up to fifty (50) days of sick leave to the Bank and do so up to three (3) months before their retirement.
4. The Sick Bank shall be maintained by Human Resources.
5. A JESA member must request days from the Sick Bank, in writing, to Human Resources.
6. To be eligible, a member must have a legitimate illness verified by a physician.
7. The member must have been employed for a minimum of one (1) year to receive days from the Sick Bank.
8. A maximum of ten (10) days per school year may be used from the Sick Bank.
9. If an employee has exhausted all PTO, accumulated sick days and the ten (10) days per school year from the Sick Bank, the employee shall receive not more than ten (10) additional paid days to cover the gap between twenty (20) days of absence due to illness or accident and thirty (30) days when the employee is eligible to receive short-term disability payments as provided in Article XIII, L. 3.

E. Subject to the provisions of the FMLA, leaves of absence without pay or fringe benefits for a reasonable period not to exceed one (1) year, will be granted when requested in writing by any employee who has been employed for one (1) or more years with the Jackson Public School District without loss of seniority in any of the following cases: (A second year may be granted at the option of the Board if requested at least sixty (60) days before the expiration of the original approved leave.)

1. Serving in any elected or appointed position, either public or Association;
2. Personal illness either physical or mental, including disability due to pregnancy or childbirth. Request to return must be accompanied by a Board-designated physician's statement that the employee is able to resume his/her regular duties;

absence. Such absence may be made the grounds for disciplinary action by the Superintendent upon recommendation by the department head or principal.

ARTICLE XII - HOLIDAYS AND VACATIONS

A. Holidays

1. The following days shall be observed as paid holidays.

New Year's Day
Martin Luther King Day
President's Day (beginning in 2013-2014 school year)
One-half day on Good Friday
Memorial Day
Independence Day
Labor Day
One-half day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

* The employee may use vacation or personal day if they choose to be paid "the day after Christmas" and/or "the day before New Year's Day." These two (2) days will be without pay and the employee is not expected to report to work.

2. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.
3. The employee shall be eligible for holiday pay under the following conditions:
 - a) The employee would have been scheduled to work on such a day if it had not been observed as a holiday, unless the employee is on vacation, sick leave, or other authorized leave with pay.
 - b) The employee worked his/her last scheduled workday prior to the holiday (first half of the day on those days designated a one-half (1/2) day off) unless he/she is excused by the Board, or he/she is absent for any reasonable purpose. The Board and the Association shall mutually agree upon whether the purpose is reasonable in each case.
 - c) If the holiday is observed on an employee's scheduled vacation, his/her vacation shall be extended by the number of holidays observed. If the holiday is observed while he/she is on sick leave, the holiday will not be deducted from his/her sick leave allowance.

- D. **Part-Time Employees:** Any regularly employed employee on a continuing work schedule at less than full-time, shall be compensated at the appropriate hourly wage rate.
- E. **School-Year Employees:** For employees hired before May 1, 2009 who work a continuous school year term, but less than the full twelve (12) months during each year, shall be compensated at the hourly rates specified for the class of his/her position during the periods actually worked or while on authorized leave with pay, or, if the employee so elects, and the exact number of bi-weekly pay periods he/she will work is known in advance, the employee may be paid on a year-round basis at a rate calculated as follows:

$$\text{Adjusted bi-weekly pay} = \frac{\text{Total yearly anticipated}}{26}$$

All pay adjustments for absence without leave or other reasons as specified in this Agreement will be made in accordance with the hourly rate. Eligibility for adjusted bi-weekly pay spread shall be revoked for employees whose pay spread has had to be adjusted due to unpaid days until such employee has accumulated twenty-five (25) sick days.

F. **Entrance Salary Rates**

1. **Entrance Rate on Initial Employment**

Original appointment to any position shall be made at the minimum rate and advancement from the minimum rate within a salary or wage range shall be by successive steps. The Superintendent may approve initial compensation for a position at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that such employee shall not be initially compensated above the third step of the range. Any such exception shall be based on the outstanding and unusual character of the employee's experience and ability over and above the qualifications specified for the class, or an experience of extreme difficulty in successfully hiring at the entrance rate.

2. **Starting Rate on Return to Duty**

When an employee returns to duty in the same class or position after a separation from service, such employee shall receive the rate in the pay range at the step at which he/she was paid at the time of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next step.

3. **Rate of Pay on Promotion or Upgrading**

In any case where an employee is promoted to a class with a higher pay range or the classification of his/her position is changed to a higher grade, the new rate shall be at the same step in the higher grade.

- G. Movement from one salary step to the next shall be automatic and shall be effective as of the anniversary date of the employee.

L. **Insurance Protection**

The Board agrees to provide each employee with his/her choice of either Plan A or Plan B of the insurance protection plans as provided below:

Plan A

1. Effective October 2012, employees may elect MESSA Choices II with a \$500/\$1,000 deductible, \$20 office visit, and the Saver Rx prescription card OR MESSA ABC Plan 1.

If the employee elects Choices II, the District shall pay 80% of the premium cost. If the employee elects MESSA ABC Plan 1, the District shall pay a combination of premium cost and deductible costs that equals 80% of the premium cost of the Choices II product.

Example:

Choices II (Family)	\$1,340.54	per month premium
District pays	(\$1,072.34)	per month
Employee pays	\$268.11	per month payroll deduction
ABC Plan 1	\$1,212.86	per month premium
	<u>\$127.68</u>	per month deductible
	\$1,340.54	Total District Cost
District pays	(1,072.34)	per month
Employee pays	\$268.11	per month payroll deduction

District shall make its HSA deductible contributions 50% on or before 9/15 and 50% on or before 3/15.

Until MESSA plans are effective (10/1 or 11/1), the District shall pay 80% of Priority premium and deductible. Employees shall pay 20%. The District's contribution to HSA accounts shall be 1/12 of \$1,200/\$2,400 per month until MESSA plans are effective.

Example:

Priority monthly premium (family)	\$1,293.89
District HSA contribution	<u>\$200.00</u>
	\$1,493.89
District pays	\$1,195.11
Employee pays	<u>\$298.78</u>
	\$1,493.89

2. MESSA Long-term Disability
3. \$20,000 MESSA Term Life Insurance
4. MESSA/Delta Dental Plan E-07
5. MESSA Vision (VSP 2) Silver

3. **Short-term Disability Coverage** - A benefit of .66 2/3 of the employee's hourly rate shall be paid when the following conditions are met:
- a) The exhaustion of PTO and sick days; and
 - b) The expiration of thirty (30) workdays of illness.
 - c) The benefits shall be equal to those of the MESSA LTD program provided in this Article. These benefits will continue until LTD benefits have begun.

Employees working for a minimum of twenty-four (24) hours per week shall be given coverage as provided above.

4. In the event of layoff, the Board of Education agrees to pay insurance benefits for the month that the employee was laid off plus one (1) month.
5. It is understood and agreed that there will be no duplication of coverage under medical insurance benefits by the employee, if the spouse is offered medical coverage by the Jackson Public Schools Board of Education.
- M. If the employee is driving his / her own automobile on official school business and if the Board and the employee are jointly liable as a result of such automobile use, then the Board will maintain liability insurance in excess of the employee's personal liability insurance. The employee must report forthwith in writing to the Business Office any accident involving the employee while on school business, and maintain at least the minimum liability insurance as required by Michigan Law to gain advantage of this coverage.
- N. A mileage allowance for authorized travel on official school business by an employee in a personally owned automobile shall be paid at the current rate established by the PNA.
- O. Yearly passes covering all athletic events shall be made available to employees and spouses for the high school. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such pass covers one (1) person only and is not transferable.
- P. If the employee assigned to the Chief Payroll Account Clerk position possesses an associate's degree, that individual shall receive an additional payment of five hundred dollars (\$500.00) annually.

Beginning in the 2013-2014 school year, if any employee's position requires an advanced degree or certification, a \$500 stipend will be awarded.

The five hundred dollar (\$500.00) payment shall be added to the individual's salary for payroll purposes but shall not increase the hourly rate or salary scale index for the position as set forth in appendix B.

ARTICLE XIV - EMPLOYEE EVALUATIONS/PLAN OF ASSISTANCE

- A. Professional evaluation of the work of employees shall be accomplished in writing under the following circumstances:

11. **Plan of Assistance**

Prior to a plan of assistance, the administration will meet with the employee to discuss the deficiency and allow a mutually agreed upon time for improvement. A Plan of Assistance to overcome identified deficiencies may be issued to an employee by the appropriate supervising administrator. This Plan of Assistance may be issued at anytime during the course of a school year according to the guidelines and form set forth in Appendix F. It is understood such a Plan of Assistance is subject to the grievance procedure. (See Attached Form.)

ARTICLE XV - EMPLOYEE IMPROVEMENT

- A. The District will reimburse employees for Professional Development on Microsoft products. The employee must take the approved skills test for the class and meet the rubric established for Level #13 new hires to qualify for reimbursement.
- B. The employee may also request approval for other Professional Development by his/her supervisor. No hourly rate will be reimbursed if taken outside regular work hours.
- C. Professional Development at the employer's request will be reimbursed at the employee's hourly rate if approved to be taken outside regular work hours.
- D. Should District-wide Professional Development occur outside of regular working hours, employees shall be reimbursed at the appropriate hourly rate.
- E. The Board will pay enrollment fees for four (4) employees, with a maximum of ten (10) days total each year, desiring to attend workshops, in-service training sessions, or statewide conventions. His/her regular salary shall continue during the workshop-training period. The Association reserves the right to assign employees wishing to attend sessions.
- F. In the event Professional Development involving all employees is being planned by the District, every effort will be made to inform the Association and to reach mutual agreement on a JESA member for inclusion, should a committee be formed for this purpose. Professional Development planned for employees with Association involvement shall be mandatory for attendance, with any exceptions to be approved by the Assistant Superintendent for Human Resources and Secondary Curriculum.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, and supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association, and shall constitute the entire agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party until such amendment or Agreement has been duly ratified by both parties.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application

ARTICLE XVII - DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2012, and shall continue in effect through June 30, 2014. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative.

**JACKSON EDUCATIONAL SECRETARIES
ASSOCIATION
Jackson, Michigan**

BY 
For the Association

**THE BOARD OF EDUCATION OF
JACKSON PUBLIC SCHOOLS
Jackson, Michigan**

BY 
For the Board

Appendix B

JESA HOURLY RATES

Effective July 1, 2012 – June 30, 2013

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	11.24	11.80	12.39	13.01	13.66	14.35	15.06
11	11.80	12.39	13.01	13.66	14.35	15.06	15.82
12	12.39	13.01	13.66	14.35	15.06	15.82	16.61
13	13.01	13.66	14.35	15.06	15.82	16.61	17.44
14	13.66	14.35	15.06	15.82	16.61	17.44	18.31
15	14.35	15.06	15.82	16.61	17.44	18.31	19.23
16	15.06	15.82	16.61	17.44	18.31	19.23	20.19
17	15.82	16.61	17.44	18.31	19.23	20.19	21.19
18	16.61	17.44	18.31	19.23	20.19	21.19	22.25

Note: To calculate annual salary, multiply hourly rate by the following numbers:

52-Week Employee	2072 Hours
46-Week Employee	1832 Hours
44-Week Employee	1752 Hours
43-Week Employee	1712 Hours

CLERICAL AND FISCAL GROUP SALARY SCALE INDEX

Grade

10	1.0000	1.0500	1.1025	1.1576	1.2155	1.2763	1.3401
11	1.0500	1.1025	1.1576	1.2155	1.2763	1.3401	1.4071
12	1.1025	1.1576	1.2155	1.2763	1.3401	1.4071	1.4775
13	1.1576	1.2155	1.2763	1.3401	1.4071	1.4775	1.5514
14	1.2155	1.2763	1.3401	1.4071	1.4775	1.5514	1.6290
15	1.2763	1.3401	1.4071	1.4775	1.5514	1.6290	1.7105
16	1.3401	1.4071	1.4775	1.5514	1.6290	1.7105	1.7960
17	1.4071	1.4775	1.5514	1.6290	1.7105	1.7960	1.8856
18	1.4775	1.5514	1.6290	1.7105	1.7960	1.8856	1.9794

2012/13:

- 0% Wage increase.
- Employees will receive step increases.
- Employees without step increases will receive \$300 lump sum payment off schedule.

APPENDIX C
JACKSON EDUCATIONAL SECRETARIES ASSOCIATION
Jackson, Michigan

GRIEVANCE REPORT FORM

Grievance # _____ Jackson Public Schools
Refer to JESA Agreement for time limits

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Employee

Submit to Supervisor in Duplicate

<u>Building/Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
_____	_____	_____

LEVEL I and II

Date Cause of Grievance Occurred: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature and Date of Grievant: _____

3. Disposition of Supervisor: _____

Signature and Date of Supervisor: _____

APPENDIX D

**JACKSON PUBLIC SCHOOLS
Employees Evaluation Form**

EMPLOYEE _____ DATE _____

POSITION _____ EVALUATOR _____

DEPARTMENT/BUILDING _____

RATING SYSTEM – In the space provided, write the number which best describes this person’s performance according to the following system.

- 4. **Highly Effective**
- 3. **Effective**
- 2. **Minimally Effective**
- 1. **Ineffective**

	Rating	Comments
Has knowledge of practices and procedures and performs the job with neatness and accurately in a timely manner.		
Is able to appropriately relate to others: students, co-workers, teachers, administrators and public.		
Is flexible and has the ability to meet changing assignments.		
Is punctual, dependable and completes job responsibilities.		
Studer parent satisfaction score		
Overall rating		

Annual Evaluation

Probationary Evaluation

APPENDIX E

EMPLOYEE CONTINUING EDUCATION APPLICATION

Employees may enroll in appropriate colleges or educational facilities for courses that would directly relate to their employment with the School District provided that:

1. Enrollment in such courses must have prior approval of Human Resources.
2. Fees for approved classes shall be paid for by the Board of Education after evidence of satisfactory completion of the course.
3. Course shall be limited to one (1) per semester.
4. Request for approval must be made in writing, stating course name, fees, and meeting nights at least two (2) weeks in advance of the first meeting.

Complete the form below and submit to Human Resources for approval.

Name _____ School/Dept _____

Course Name _____
(Including a copy of the course description)

Course Dates _____

How is this course directly related to your employment with the School District?

Approved Not Approved

Rationale

Associate for Human Resources _____

Date _____

Name _____
(Page 3)

5. Final Outcome

6. Employee Response

7. **Signatures** – These signatures are to confirm the Plan of Assistance has been completed. Signatures below signify only receipt and delivery of the Plan.

Supervisor

Employee

Date

Date

Copy Distribution:

