

MASTER AGREEMENT

BETWEEN

THE JEFFERSON SCHOOL DISTRICT

AND

**JEFFERSON LIBRARY TECHNICIAN
ASSOCIATION**

July 1, 2014 – June 30, 2016

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Article 1

Recognition

This Agreement is made by and between the Board of Education and the Jefferson Library Technician Association, hereinafter called JLTA. Any changes in this Agreement shall be made in writing, signed by both parties, and done so by mutual consent.

Any portion of this Agreement shown to be contrary to State and/or Federal law shall be void and inoperative. At the option of either party, the provision voided shall be immediately subject to negotiation. All other provisions of this Agreement shall continue in effect.

The Board hereby recognizes JLTA as the sole and exclusive bargaining representative for all library technicians.

Article 2

Rights of the Board

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are expressly relinquished herein by the Board shall continue to vest exclusively in and be exercised exclusively by the Board, including the right to:
1. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours.
 2. Hire all employees and subject to the provision of the law and this Agreement to determine their qualifications and the conditions for their continued employment, their placement, dismissal, suspension, layoff, or demotion, and to promote and transfer all such employees.
 3. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of operation.

4. Adopt rules and regulations.
 5. Determine the number of locations or relocation of its facilities, including the establishment or relocation of new school buildings.
 6. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
 7. Determine the policy affecting the selection of employees providing that such selection shall be based upon lawful criteria.
 8. Determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment which shall be expressed verbally or in writing to all employees at the time of employment. Duties, responsibilities, and assignments shall be determined with respect to other negotiated contracts.
- B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or Constitution of the State of Michigan, specifically the rights and responsibilities as conferred under the Revised School Code.
- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein.

Article 3
Paid Leaves

- A. Sick Leave. All full time (thirty (30) hours or more) members shall earn sick leave days as per the following: One (1) day per month up to Ten (10) days per year accumulative to 65 days. Unused sick days (and personal days) from the 2006-07 and 2007-08 school years will be added to the employees' sick bank. Unused sick days in excess of (65) will be paid at half (50%) of the per diem rate in the first pay cycle following the pay cycle in which the last day of the school year falls.

Due to the variances in the hours of the workday of bargaining members, days will be credited and deducted on an hourly basis. It is understood that sick days must be used as full days or half days.

Sick leave days shall be credited as of September 1st of each year or on the employee's first working day. Leave days shall be prorated for late hires or for personnel terminating employment at times other than June 30th. Also chargeable to sick leave shall be employee absence due to family illness. Such absences shall be limited to five (5) days with pay.

Sick leave will be used for absences caused by personal illness, physical disability, emergency dental, doctor or vision treatment as well as injury or disability incurred in the course of employment.

- B. Paid Personal Days. Beginning with the 2008-09 school year, all members shall receive two (2) paid personal days per semester, which may be used at the employee's discretion. Written application to the building principal shall be made at least two (2) days in advance except in the case of emergencies.

Paid personal holidays days are non-cumulative, are not transferable to the employee's sick bank, and cannot be rolled over to subsequent semesters or school years. Unused days will be paid at the employees' per diem rate in the first regular pay cycle following the pay cycle in which the last day of the semester falls.

C. Funeral Leave. All employees covered by this Agreement shall be granted funeral leave, with earned compensation for days the employees are scheduled to work. Days for which compensation was earned shall be deducted from the employees' sick leave bank. The days must be consecutive with and include the day of the funeral. Funeral leave shall be granted as follows:

1. A maximum of five (5) consecutive days in the event of the death of the employee's spouse, children, stepchildren, mother, father, stepmother, stepfather, brother, or sister.
2. A maximum of three (3) consecutive days in the event of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren.
3. A maximum of one (1) day in the event of the death of the employee's aunt, uncle, sister-in-law, or brother-in-law.

Extenuating circumstances may warrant additional time. If granted by the Superintendent, such additional time shall also be charged to the employee's earned allowable sick leave bank.

D. Judicial Leave. A member called for jury duty or to give testimony in a court of law shall be compensated in the amount of the difference between regular pay and pay received for the performance of such obligation. Members may keep compensation received for mileage. Such leave shall not be charged to sick leave.

Article 4
Unpaid Leaves

Leaves of absence without pay shall be granted for any of the following reasons:

- A. All members shall be granted a health leave after their accumulated sick leave is depleted when their health, or the health of a member of the immediate family, which shall be defined as parents, grandparents, spouse, children, grandchildren, siblings, parents-in-law, or dependents of the immediate household residence, warrants it up to a maximum of six (6) months. Said leave may be extended upon approval of the Superintendent or his designee for a period not to exceed six (6) months. Such leave may require a physician's statement.
- B. A leave of absence without pay may be granted at the discretion of the Superintendent or his designee. A written request for said leave must be submitted to the Superintendent and approved prior to the beginning of the leave. The leave shall not exceed one (1) year.
- D. All requests for unpaid leaves of absence will be applied for at least sixty (60) calendar days prior to its commencement, except in cases of emergency or health leaves.
- E. A member on a leave of absence (more than twelve (12) months) may return, upon the expiration of his/her leave, to his/her former position, or to another position in the school system providing:
 - 1. A position is available (vacant).
 - 2. The person is qualified to assume the responsibilities of such position. In the event no position is available (vacant) or if the person does not possess the necessary qualifications for the vacant position, he/she shall be given the first position available for which he/she has the qualifications as determined by the administration. Failure to report within ten (10) days of assignment shall constitute a resignation on the part of the employee.

- F. All members on leaves of absence (twelve months or less) may return upon the expiration of their leave, to their former positions.

Article 5
Negotiation Procedures

- A. It is understood that matters not specifically covered by the Agreement, but of common concern to the parties, shall, upon consent of both parties, be subject to negotiation. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. At least sixty (60) days prior to the expiration of this Agreement the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Association members employed by the Board of Education.
- C. Neither party shall have control over the selection of the other bargaining team members.
- D. In any negotiations, it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been signed by the representatives of both parties.

Article 6
Grievance Procedures

- A. A grievance is an alleged violation, misinterpretation, or misapplication of this Agreement. The "grievant" is the employee or Association alleging violation of the specific and express terms of the Agreement.
- B. All grievances shall be handled by the following procedures:

Step 1. The grievant, either alone or with an Association representative, shall first discuss the grievance with the principal within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the principal within five (5) workdays after the original informal conference under Step 1 of this procedure. The written grievance shall be presented to and discussed with the principal by either the grievant or the Association representative. Within five (5) workdays after the receipt of the written grievance, the principal shall render his/her written decision to the Association and to the grievant.

Step 3. Within five (5) workdays after the receipt of the principal's written decision, the grievance may be (by the Association or grievant) appealed to the Superintendent or his designee. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2.

Within five (5) workdays after receipt of the appeal, the Superintendent or his/her designee shall investigate the grievance and shall communicate his/her findings in writing to the Association, grievant, and to the principal.

Step 4. If the alleged grievance is not resolved at Step 3, the grievant or the Association may submit the grievance to the Board of Education within five (5) workdays after receipt of the written decision of the Superintendent or his/her designee. The Board shall hear the grievance at one of the next two (2) regularly scheduled meetings after receipt and shall render its written decision within thirty (30) working days of the hearing to the grievant and/or the Association.

Step 5. If the Association is not satisfied with the disposition of the grievance by the Board, only the Association and not the individual employee may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he/she shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration

proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Procedure: Written grievances as required herein, shall contain the following:

- a. It shall be signed by the grievant or Association representative;
- b. It shall contain a synopsis of the facts giving rise to the alleged violation;
- c. It shall cite the section or subsections of this contract alleged to have been violated;
- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

Article 7

Seniority

A. Definition of Probationary and Substitute Employees

1. Probationary Employee: A person who is employed to fill a bargaining unit position for a trial period of a maximum of one hundred twenty (120) calendar days. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

2. Substitutes in Temporary Positions: It is expressly understood and agreed that substitute(s) in temporary positions shall not fill a bargaining unit position for a period in excess of forty (40) workdays. Under extenuating circumstances, it is possible that JLTA and the administration may mutually agree to extend this time period.

3. Substitutes in Non-Temporary Positions: A substitute who is employed to fill a position on a per diem basis while the regular bargaining unit member is absent or on an approved leave for a period of up to one (1) year, shall not become a member of the bargaining unit. (See Article 5, F.)

B. Seniority

1. If employees have the same hire date, seniority shall be determined by the last four digits of his/her Social Security Account - the lower/lowest number having the higher/highest seniority. An updated seniority list shall also be furnished at this time.

Seniority for persons who work less than a year shall be pro-rated.

2. Seniority shall be defined as years worked within the bargaining unit. Should a member leave the bargaining unit for any reason other than disciplinary reasons, and then return to the bargaining unit, his/her seniority shall be considered to have been frozen and he/she shall resume accumulation upon the first day of work. Said accumulation shall also be applicable to placement on the salary schedule.

Article 8
Vacancy, Layoff, & Recall

A. Vacancy - Postings. Notice of all library technician vacancies and newly created library technician positions shall be posted on employee bulletin boards within one (1) pay period from the date of the vacancy or the establishment of the new position. Association members shall be given five (5) working days to make application and shall be given due consideration for the position.

1. Any opening will be posted for bid first within the unit to those that are presently working, secondly to those who are laid off and finally to outside applicants.

The posting will reflect:

- A. Type of work
- B. Classification
- C. Place of work
- D. Starting date
- E. Rate of pay
- F. Hours to be worked

2. Members who successfully bid on a position may not bid again during the same school year, unless aforementioned member is displaced by layoff or reduction in staff, exclusive of principal's right of assignment.

B. Reduction/Layoff of Staff.

Reduction in staff due to finances, program changes, or other reasons shall be made on the basis of inverse seniority. Input will be sought from the Association before changes are made. All employees affected by change will be given two (2) weeks' notice.

C. Recall Procedure. The most senior employee on layoff shall be the first employee recalled to work. (See Article 9, A., 1)

Employees shall be notified by certified mail, at the last known address, of their recall. The employee shall have five (5) workdays to notify the Board of his/her intent to return to work. The employee shall be responsible for supplying the Board with his/her current address. Refusal of an offer from the Board of an equivalent position for which the laid off employee is qualified, or failure to respond within five (5) workdays of the receipt of a written offer, shall constitute a forfeiture of all seniority and rights of recall. An equivalent position will be defined as a position with the same (or greater) number of hours.

Article 9

Miscellaneous Provisions

- A. Agreement Distribution. Copies of this Agreement shall be printed at Board expense. The Board will provide a copy of the Agreement for each association member. In addition to a copy of this Agreement, new members shall receive appropriate insurance and retirement forms at the time of hire.

- B. State Law. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties, and obligations of the Board and the Association. In the event any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

- C. Act of God Days. "Act of God" days beyond the allowance by Michigan Law and the Department of Education regulations will be made up by the students and assistants at the end of the school year or at other times as specified by the calendar. Library Technicians will only receive compensation for the "Act of God" days allowed. When a scheduled day of schoolwork is delayed, association members shall report as near as possible to their regular starting times. Library Technicians will receive their full day's pay when the school day is shortened due to weather or mechanical problems.

- D. Mileage. An association member directed by the building principal to drive his/her personal automobile for school business shall receive a mileage allowance that shall be at the IRS established rate per mile, and within the travel guidelines approved by the Board.
- E. Conference Attendance. The Board shall pay, within the travel guidelines approved by the Board, expenses incurred by Library Technicians who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advanced approval by the Superintendent or his/her designee.
- F. Notification of Assignment. Library Technicians will receive tentative notification of assignment by August 1st. If the assistant is seeking a change in assignment, he/she may request such in writing to the Superintendent by April 15. Such requests will be considered by the administration prior to the August 1st placements.
- F. Equipment Use. JLTA members will be permitted to use school equipment, typewriters, duplication equipment, telephones, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.
- G. Emergency Financial Manager. If an Emergency Financial Manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the Emergency Financial Manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article 10
Evaluation

- A. Each employee's job performance shall be evaluated at least every two (2) years in writing by the principal.
- B. If the employee has any questions regarding his/her evaluation, the employee may request a conference regarding the evaluation.
- C. The evaluation report shall be signed by the employee, as evidence of having seen or read the evaluation report. In addition, space shall be provided on the evaluation form for employee comments. A copy shall be provided to the employee.
- D. If a disciplinary demotion of a member is to be considered because of inadequacies observed in the member's work, such action must be preceded by:
 - 1. Clear direction to the member that he/she must improve and the consequences of failure to do so.
 - 2. Opportunity and time for the association member to make improvement upon mutual agreement of both parties.
 - 3. Identification of the specific ways in which the employee is to improve and documented direction from administrators and school district resources to help the member improve.

Article 11
Protection of Association Members

- A. The Board will continue its policy of non-discrimination with respect to any association member by reason of race, creed, color, national origin, gender, marital status, or membership in, or association with, the activities of any bargaining association organizations.

- B. No association member shall be disciplined, reprimanded, suspended, reduced in rank, or discharged without just cause. There will be a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension without pay, with discharge as a final and last resort. Any action taken against an association member shall relate only to the said violation and not to other aspects contained in previous evaluations. The Association recognizes that if an employee engages in a serious breach, the employee may be subject to severe discipline. The severity of the discipline may be grievable.
- C. An association member shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the association member's file. When a request for such representation is made, no action shall be taken with respect to the association member until a readily available representative of the Association is present. Further, in the event disciplinary action is to be taken, the member shall be advised of the right to representation under this provision of the Agreement prior to action being taken.
- D. When a member is absent as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she will be paid his/her full Worker's Compensation for the period of absence not to exceed one year.
- E. An employee will have the right to review the contents of his/her personnel file excluding initial references; and to have a representative of the Association accompany him/her in such a review.

Article 12

Hours and Work Week

- A. Hours Per Day. The employee's workday shall consist of a maximum of seven (7) hours, including two (2), fifteen (15) minute paid breaks. A thirty (30) minute unpaid lunch period will also be included in the employee's regular work schedule.

- B. Scheduled Work. Library Technicians shall be employed and paid only when students are in school. Principals may ask individuals to work when students are not in school, and when this occurs, Library Technicians will be paid at the regular pay rate.

- C. Work Other Than School Hours. If employees are required to work more than their regular work hours, including but not limited to, field trips, book fairs, and open houses, they shall be compensated at the regular rate of pay, not to exceed three (3) hours per occurrence.

- D. Calendar. The employee's work year will be at a maximum of one hundred eighty (180) days, or the number of hours established by the state and confirmed by the Board of Education. If an employee's work year is less than one hundred eighty (180) days, the JLTA may suggest a workable plan for the scheduling of the shortened days. The minimum number of work days shall not fall below the minimum number required for one (1) year retirement credit.

- E. On teacher in-service/professional development days, training opportunities may be offered for JLTA members.
 - 1. Members shall be notified a minimum of two (2) weeks prior to in-service dates of their option to attend. In instances when mandatory attendance is required at in-service events due to the nature of the scheduled training, as determined by the Building Administrator, members will receive two (2) weeks' notice, or the earliest advance notification that is practicable.

 - 2. Failure to attend an offered in-service event may result in receiving less than one (1) full year retirement credit.

- F. School calendar for 2014-2015 follows:

Jefferson Schools 2014-2015 District Calendar

= Holidays / Vacations

= 1/2 day S/PD
 = 1/2 day S/S

INS = Inservice Day

Aug. 26 New Teacher Day
 Sept. 2 First Day of School (students)
 Nov. 26 1/2 Day Students & Staff
 Nov. 27-28 Thanksgiving Break
 Dec 22-Jan 2 Christmas Break

Jan 19 MLK Day
 Feb 16-20 Winter Break
 April 3-10 Spring Break
 May 25 Memorial Day
 June 10 Last Day=1/2 Day Students & Staff

AUGUST				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	INS	INS	28	29

DECEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

SEPTEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

JANUARY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

MAY				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	27	27	28	29

OCTOBER				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

JUNE				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

NOVEMBER				
M	T	W	TH	F
INS	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH				
M	T	W	TH	F
2	INS	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

9 Weeks Schedule
 Sept. 2 - Oct. 31
 Nov. 4 - Jan. 16
 Jan. 20 - March 27
 March 30 - June 10

Teacher Inservice Schedule
 Aug. 27 - Teacher First Day
 Sept. 26 - 1/2 Day S/PD
 Oct. 31 - 1/2 Day S/PD
 Nov. 3 -- or TBD
 Feb. 13 - 1/2 Day S/PD
 March 3 or MME
 May 8 - 1/2 Day S/PD

Total Days
 175 Student Days
 plus 30 hours professional development

1/2 day for students and staff = first 3.25 hours of the student day
 S/PD = 1/2 day for students (3.25 hours) and 1/2 day professional development (3 hours)
 S/S = 1/2 day for students and staff (3.25 hours)

Article 13
Wages and Benefits

- A. Salary. The salaries of the members covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement.
- B. Paid Holidays. Beginning with the 2008-2009 school year, Association members shall receive as paid holidays the following:
1. Thanksgiving Day
 2. Christmas Eve
 3. Christmas Day
 4. New Year's Day
 5. Good Friday
 6. Memorial Day

Schedule A

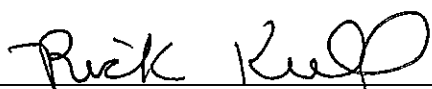
All employees covered by this Agreement shall be compensated per the following schedule:

<u>2014-15</u>	<u>2015-16</u>
\$15.40	\$15.40

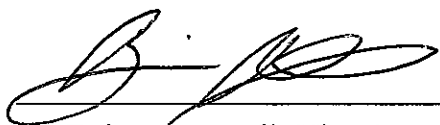
Duration of Agreement and Signatures

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until the end of the contract year June 30, 2016. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on that date indicated.

Jefferson Schools Board of Education



Rick Kull, President



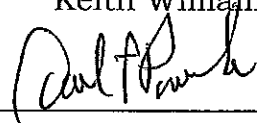
Brian Russell, Vice-President



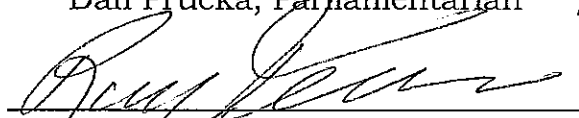
Judy Campbell, Treasurer



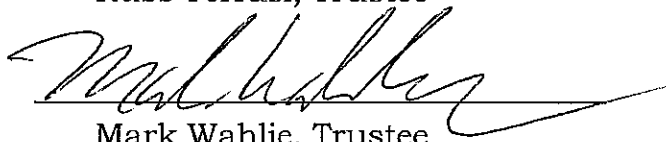
Keith Williams II, Secretary



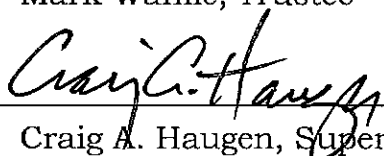
Dail Prucka, Parliamentarian



Russ Terrasi, Trustee

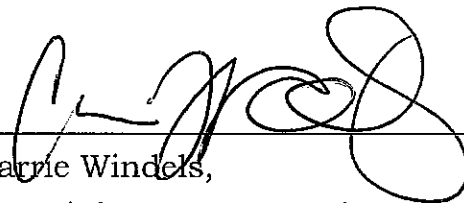


Mark Wahlie, Trustee



Craig A. Haugen, Superintendent

For the Association



Carrie Windels,
Bargaining Representative



Kris Kitchen,
Bargaining Representative