

## AGREEMENT

THIS AGREEMENT, made this 15<sup>th</sup> day of June, 2011, by and between JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT, of Jackson County, Michigan, herein call the Employer, and JCEA/JCISD ESPA, herein called the Union.

### ARTICLE I RECOGNITION

- A. **Bargaining Unit.** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer.

All full-time and regularly scheduled part-time secretarial/clerical, data processing, food service, custodian/maintenance, van driver, technical and media personnel; excluding supervisory personnel (including the secretarial/clerical staff supervisor, purchasing agent, print shop manager, Braille program director, program analyst, and the audio-visual repair supervisor), confidential employees (including the human resources specialist and the Superintendent's secretary), accountants, general education student data coordinators, bus mechanics, graphic designer and all other positions currently covered by an existing labor agreement.

- B. **Definitions.** The term "employee" when used in this Agreement shall refer only to members of the bargaining unit. The term "full-time employee" shall mean an employee who is regularly scheduled to work at least thirty (30) hours a week and at least forty-two (42) weeks per year on a permanent basis. The term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than thirty (30) hours per week and/or less than forty-two (42) weeks per year. Employees hired before October 14, 2004 shall retain their current full-time equivalent status.

### ARTICLE II BOARD RIGHTS

- A. All rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly relinquished herein by the Employer, shall continue to vest in and be exercised by the Employer without prior negotiations with the Union. The Employer, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the District, its equipment, and its operations and to direct its working forces and affairs.
  2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the terms of this Agreement.

3. Hire all employees and determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, transfer, assign all such employees, and to determine the size of the work force and to lay off and recall employees.
4. Determine the services, supplies, and equipment necessary to continue its operations; determine all methods and means of distributing, disseminating and/or selling its services; determine methods, schedules, and standards of operation, and the means and processes of carrying on the work, including automation, contracting and the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, require physical and mental examinations by appropriate medical personnel, the costs thereof to be borne by the Employer.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and the sources of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
11. Grant or deny leaves of absence as deemed appropriate.

The foregoing rights are limited by the terms of this Agreement.

### **ARTICLE III AGENCY SHOP AND PAYROLL DEDUCTION**

- A. **Membership.** Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Union as they see fit. Neither party shall exert or put pressure on or discriminate against an employee regarding such matters.
- B. **Fee Payers.** All employees in the bargaining unit shall, on or before the sixtieth (60th) work day following the beginning of the school year, the beginning of their employment, or the execution of this Agreement, whichever is later, as a condition of employment or continued employment, on forms provided by the Union, either:
  1. Become members of the Union, or
  2. Pay to the Union an amount of money which the Union certifies in writing as a cost equal to the negotiation and administration of this Agreement. Such cost shall be verified and submitted to the Employer on or before September 15 of each year and notice of this shall be presented in writing by the Union to all employees.

- C. **Non-Compliance.** In the event that an employee does not comply with the requirements of Section B, 1, or 2, above, such employee shall be terminated at the end of the current semester or sixty (60) days, whichever is later, provided that:
1. The employee to be terminated does not contest the discharge before a court of competent jurisdiction or administrative agency. Should said employee contest the discharge, the employee shall not be terminated until such time as the employee has obtained a final decision relative to the discharge or until the employee has ceased to pursue the legal remedies available by making a timely appeal of any decision rendered in said matter by a court of competent jurisdiction or administrative agency.
  2. The Union has fulfilled its fiduciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Employer.
  3. The Union has fulfilled its responsibilities by sending by certified mail, return receipt requested, written notice to the employee (copy to the Employer) that said employee has not fulfilled obligations by the requisite date or reasonable period of time thereafter, and that a request for termination was being made to the Employer.
  4. The Union has stated in the request for termination that such request is in conformance with the provisions of this Article; that the employee has not complied with his/her obligations; that it is an official request of the Union; and that the "save harmless" clause, set forth below in Section G, shall be put into effect.
- D. **Authorization Form.** Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of membership dues in the Union, including the Michigan Education Association and the National Education Association.
- E. **Information Provided.** With respect to all membership dues or service charges deducted by the Employer pursuant to the authorization of the employee, the Employer agrees to remit to the Union such sums. The Union agrees to advise the Employer promptly of changes in its membership and to furnish any other information needed by the Employer to fulfill the provisions of this Article and not otherwise available to the Employer.
- F. **Payroll Deduction.** Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of an employee and make appropriate remittance for annuities, credit union, savings bonds, United Fund, and Union service fees. The Employer will deduct for available insurance options and other plans, which have been approved by the Employer.
- G. **Hold Harmless.** The Union agrees to indemnify and save the Employer, each individual School Board member and all administrators, harmless against any and all claims, demands, costs (including attorney fees), suits or other forms of liability and all costs or administrative agency costs that may arise out of or by reason of the Employer complying with this Article.

## ARTICLE IV UNION RIGHTS

- A. **Use of Facilities and Equipment.** The Union and its members shall have the right to use school facilities at all reasonable hours for meetings upon approval of the Superintendent or designee, as long as such meetings do not interfere with normal school operations. Use on regular school days shall be without charge but when such use during the evening or weekends results in added costs to the Employer, such costs shall be paid by the Union.

The Union shall also have the right to use minor audio-visual and other office equipment when such equipment is not otherwise in use. The Union shall pay the cost of all materials and supplies incident to such use.

- B. **Union Business.** Duly authorized representatives of the Union and its respective affiliates shall be permitted to transact official Union business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations. Representatives shall notify the school of their presence.
- C. **Bulletin Boards.** The Union shall have the right to post notices of activities and matters of Union concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- D. **Access to Information.** The Employer agrees to furnish to the Union in response to reasonable requests available information concerning its financial resources and expenditures including: annual financial reports and audits; names, addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto; budgetary information; agendas, minutes and reports of or to Employer Board meetings; and such other information as will assist the Union in developing proposals for collective bargaining together with the information which the Union may require to process any grievance or complaint.
- E. **Union Business Days.** The President of the Union or designee may use up to eight (8) days per year for Union business provided that (1) the Union reimburses the Employer for the salary of the employee; (2) a qualified substitute can be hired; and (3) such leave not be used to support a strike. An individual may not take more than three (3) days, except the President may take up to five (5) days. All employees in the unit shall have two (2) hour of paid released time each year of this Agreement to attend a Union general membership meeting at a date and time approved by the Superintendent or designee.

## ARTICLE V EMPLOYEE RIGHTS

- A. **State and Federal Laws.** The Employer and the Union agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities.
- B. **Non-Discrimination.** Neither the Employer nor the Union will unlawfully discriminate with regard to race, creed, religion, ethnic group, national origin, age, sex, marital status, weight, height or non-job interfering handicap in the application of the provisions of this Agreement.

- C. **Private Life.** The private life of an employee is his/her own affair unless the employee's conduct shall adversely affect the discharge of duties or the Employer.
- D. **Just Cause.** No bargaining unit member shall be disciplined without just cause.
- E. **Progressive Discipline.** In order to insure that the employee is aware of work related difficulties the Employer will use a system of progressive discipline except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.

## ARTICLE VI WORKING CONDITIONS

- A. **Safety.** Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being.
- B. **Equipment.** The Employer shall provide without cost to the bargaining unit member the following:
  - 1. To maintenance, custodial, warehouse and print shop employees, uniforms in a style and color appropriate for the work per current practice. Employees shall be provided at least five (5) complete sets of uniforms. Uniforms shall be replaced as they become unusable. Such employees shall wear the uniforms during work hours and shall maintain them in good condition and repair.
  - 2. In areas where necessary, adequate and approved safety equipment per current practice.
- C. **Use of Personal Vehicles.** Bargaining unit members who use their personal vehicle in the course of the discharge of their normal duties will be compensated at a rate equal to the applicable IRS standard mileage rate then in effect.

## ARTICLE VII WORKING HOURS

- A. **Work Week and Schedules.** The normal work week is thirty-seven and one-half (37-1/2) hours for all full-time employees except full-time custodians, maintenance, warehouse coordinator, delivery driver, and data processing employees who normally work forty (40) hours per week. A lunch period of not more than sixty (60) minutes shall be taken with prior arrangements made by the employee with his/her immediate supervisor(s). Relief or break periods will be permitted per current practice.
  - 1. **Schedule Adjustments.** An employee's work schedule may be adjusted by the Board at any time by giving thirty (30) days' advance written notice to the affected employee and the Union or by mutual agreement of the Employer and the Union.
  - 2. **Work Day.** The normal work day is seven and one-half (7-1/2) continuous hours, exclusive of lunch, for full-time employees; except for custodial, maintenance, and warehouse employees, where the normal work day is eight (8) continuous hours.

3. Employees may have the option of working an equivalent of their scheduled work week in four (4) week days during the summer break subject to approval of administration. Should the need for an employee's service arise as determined by administration, the employee will report to work as requested and 48 hour notice is required, unless the employee otherwise agrees to less notice.
4. The employee and the supervisor may agree to flexible scheduling of an employee's regular weekly hours during the same work week.

**B. Overtime.**

1. Overtime may be scheduled by a supervisor. An employee may not work overtime without the advance approval of the employee's supervisor. Employees shall receive overtime pay at a rate of one and one-half (1-1/2) times the employee's regular rate of pay for all hours worked in a work week in excess of forty (40) hours and for all hours worked on Sundays and holidays. An employee who desires to take compensatory time at the rate of one and one-half (1-1/2) hours per each hour of overtime worked in excess of forty (40) hours in a work week in lieu of overtime pay, may do so with the approval of his/her supervisor. Effective January 1, 2010, new compensatory time accruals will be capped at the equivalent of the hours in the employee's regular work week. Employees who work more than their regular working hours must submit verification of hours and dates worked to the payroll office on a bi-weekly basis.
2. In the case of holidays, overtime pay will be in addition to holiday pay if the employee is entitled to holiday pay for that day.
3. Paid leave shall count towards hours worked.

- C. Act of God Days.** An employee who is unable to report to work due to inclement weather or other acts of God shall telephone the Board (768-5200 or such other number as is designated by the Board for this purpose) before the employee's scheduled starting time. Work time missed will be charged against an employee's personal business or vacation days. If an employee is required to work when all district offices are closed due to an act of God, the employee will be paid at the regular rate of pay with an equal amount of compensatory time to be scheduled later. If weather conditions warrant that employees be sent home, they shall be paid for the remainder of their regularly scheduled work day.

## **ARTICLE VIII VACANCIES, CHANGES IN ASSIGNMENTS, AND TRANSFERS**

**A. Definitions.**

1. The term "vacancy" means an unoccupied position within the bargaining unit that is newly created or which the employee who previously held the position vacated it by resignation, retirement, death, reassignment, or transfer.
2. The term "change in assignment" means an employee moving from one position to a comparable position.

- B. Changes in Assignment.** Change in assignment shall be made final only after discussion with the affected employee.

- C. **Filling Vacancies.** When filling a vacancy, the Board agrees to give first consideration to qualified applicants employed in the same occupational group in which the vacancy exists; however, other qualified applicants may be considered. Due weight will be given to competency, professional qualifications, experience in the occupational group for which there is a vacancy, and length of service. If all such factors, except length of service, of two (2) or more qualified applicants are essentially equal, the applicant with the greatest length of service with the District shall be awarded the vacancy. The decision of the Employer, with regard to the filling of vacancies, shall be final and not subject to the arbitration level of the grievance procedure.
- D. **Posting.** Whenever a vacancy occurs, the Board shall give written notice to the Union and shall post such vacancy simultaneously on the official bulletin board in each building for five (5) days, excluding Saturdays, Sundays, and holidays. Except employees eligible to return from layoff status or requesting accommodations due to disability will be given first consideration for placement in said vacancy prior to posting.
- E. **Summer Vacancies.** Employees who wish to be considered for a vacancy which occurs during the summer months shall, during the last week of the regular school year, indicate in writing to the Director of Human Resources their desire to receive postings and provide a summer address. In such cases, the following procedure shall be followed:
1. All employees who have expressed such written interest will be sent copies of the postings by first class mail.
  2. An employee so notified shall have the responsibility for contacting the Human Resources Director within seven (7) days of the date of such notification.
  3. Summer vacancies shall be posted and filled according to Section C and D of this Article.
- F. **Temporary Transfers.** Temporary involuntary transfers of employees may be made at the direction of the Employer. An employee who is transferred to another classification for ten (10) consecutive work days shall then be paid at the rate of that position at the employee's current step retroactive to the first day. An employee's pay rate shall not be reduced due to a temporary transfer.
- G. **Less Than Full-Time Work.** Bargaining unit work that is less than full-time will be posted in accordance with the above procedure. First consideration shall be given to employees with less than a full-time work schedule, who apply for the posted position. It is recognized that the Employer is not obligated to change work hours in order to accommodate such application.
- H. **Student Help.** "Student Help" may not be used to reduce the work time of bargaining unit members or to replace a vacancy in the unit created by the resignation, retirement, death, transfer, promotion or discharge for cause of any bargaining unit member.

## ARTICLE IX LEAVES OF ABSENCE

- A. **Paid Leaves.**
1. **Sick Leave Allowance.** At the beginning of the fiscal year, each twelve (12) month employee shall be credited with a sick leave allowance of fourteen (14) days.

2. **Prorata.** Employees working less than twelve (12) months shall be credited with prorated sick leave benefits.
3. **Accumulation of Unused Days.** Unused sick days shall be allowed to accumulate without limit.
4. **Use of Sick Leave.** Leaves of absence with pay charged against sick leave shall be granted for:
  - a. **Personal Illness.** Absence due to illness or accident of the employee.
    - 1) **Worker's Comp./Liability Insurance.** Should the absent employee receive payment from Worker's Compensation and/or Employer's Liability Insurance, said employee shall be compensated at his/her regular gross rate, provided, the Board retains the payment resulting from the Worker's Compensation or insurance claim, and prorates an amount of sick leave time from the employee's accumulated sick leave days sufficient to equate so that the payment from Worker's Compensation or Employer's Liability Insurance plus the gross sick pay is equal to the employee's regular gross pay rate. When an employee's paid sick time is exhausted, the employee shall be placed, by the Board, on an unpaid leave of absence and receive only the compensation provided by Worker's Compensation or Employer's Liability Insurance.
  - b. **Family Leave.** Absence due to illness or disabling accident of the employee's spouse, children, members of the employee's immediate household and immediate family, as defined in subsection 5, a, below, with a limit of five (5) days per occurrence.
  - c. **Funeral Travel.** Absence to attend a funeral of a member of the employee's immediate family, as defined in subsection 5, a, below, when unusual travel time requires more than three (3) days, with a limit of two (2) days per occurrence.
  - d. **Personal Business Day.** A third personal business day. Such use shall be consistent with Section A. 5, c, of this Article.
5. **Other Leaves.** Leaves of absence with pay not charged against sick leave shall be granted for:
  - a. **Funeral Leave.** Absence because of a death in the immediate family to attend the funeral, not to exceed three (3) days for each occurrence. Immediate family shall mean an employee's spouse, children, brothers, sisters, parents, stepparents, grandchildren, spouse's parents and grandparents of the employee or spouse.
  - b. **Jury Duty.** Absence when called for jury duty or subpoenaed to testify in court provided the testimony is not against the Employer. Pay shall be reduced by the amount received for jury duty or witness fee.
  - c. **Personal Business.** Business matters up to two (2) days per year **which cannot be scheduled outside the regular work day.** Such use shall be documented by submitting a signed statement indicating that the use of the day meets the conditions mentioned in this subsection. Unused business days shall be credited to and accumulated only for use as sick leave. Personal business days shall not be granted to engage in other employment.



**B. Leaves Without Pay.**

1. Leaves of absence without pay of up to one (1) year shall be granted by the Employer. Leaves of absences shall not exceed one (1) year inclusive of paid and unpaid time. Such leaves may be for the following reasons:
  - a. **Child Care.** Child care following the birth or adoption of a child.
  - b. **Ill Health.** Ill Health of the employee after the employee has used all sick leave credits.
  - c. **Family Illness.** Illness of an employee's spouse or children, after the employee has used five (5) paid sick days.
2. **Other Reasons.** Leaves of absence without pay of up to one (1) year may be granted by the Employer for other reasons, such as Union office, public service or additional education.
3. **Request for Leave.** A request for an unpaid leave shall be made at least three (3) weeks in advance, or as soon as possible.
4. **Return from Leave.**
  - a. **Leave for Ill Health of Employee.** Following a leave of one (1) year or less, the Employer will return an employee to his/her same position, if it still exists, and if not, to a comparable position (i.e., grade level attained at the time of departure). If the leave is granted for more than one (1) year, the employee will be returned to the next available position for which the employee is qualified. If the employee does not accept a position offered, the right to placement terminates. Placement under this provision shall not extend beyond one (1) year from the date of release to return to work.
  - b. **Leaves for Child Care and Family Illness.** The employee shall return to the first available position for which he/she is qualified. If the employee does not accept a position offered, the right to placement terminates.
5. **Notification of Intent to Return.** The employee shall give notification of intent to return to work five (5) working days prior to the anticipated date of return.

An employee failing to give proper notification or failing to return to work upon completion of a leave shall be deemed an automatic quit.
6. **Continuation of Benefits.** An employee on an unpaid leave of absence shall have such health insurance benefits as are available, provided said employee reimburses the Employer for the cost of the benefits.
7. **Physician's Statement.** Employees, upon request, shall present a physician's statement when returning to work from an illness or accident.

**C. Reinstatement Rights.** Reinstatement rights are subject to the layoff provisions of Article XVII.

- D. **Family and Medical Leave.** Most full-time (and potentially some part-time) employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related reasons for up to twelve work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of employer-paid health benefits. Eligible employees taking FMLA Leave for health-related reasons will use accumulated Sick Leave. Upon return from the FMLA Leave, the employee will be restored to a comparable position, in accordance with the Act.

## ARTICLE X NEGOTIATIONS PROCEDURE

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties.
- B. **Negotiations.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. **Joint Committee.** Representatives of the Employer and the Union's bargaining committee will meet on a mutually selected date and time at either's request for the purpose of reviewing the administration of the contract and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure. The requesting party will submit to the other, before the meeting, an agenda covering what they wish to discuss. Should such a meeting result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union provided that the respective bargaining committees shall be empowered to effect temporary accommodations to resolve special problems not requiring alteration of previously ratified Articles.
- D. **Successor Agreement.** Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term.
- E. **Copies of Agreement.** There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Union. Copies of this Agreement shall be printed by the Union. The cost of printing the Agreement shall be shared equally by the parties.
- F. **Savings Clause.** If during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination of its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provisions.

- G. **Entire Agreement.** No agreement, practice or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver, or modification of any of the terms or conditions herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver, or modification is executed in writing between the parties. This Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreements, understandings, practices, and arrangements heretofore existing. Any individual contract between the Employer and an individual bargaining unit member shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE XI EVALUATION

- A. **Frequency.** Each employee shall be evaluated by his/her supervisor at least annually. New employees shall be evaluated at least once during their probationary period and an employee transferred to a new position will be evaluated within ninety (90) days after the transfer.
- B. **Process.** The evaluation shall be completed in the following manner:
1. **Form.** The evaluation form will be revised by the employer and the union from time to time. All revisions must be mutually agreed upon prior to implementation.
  2. **Evaluation Review.** The supervisor, upon completing the evaluation form, shall review the evaluation with the employee and provide a copy of the evaluation to the employee. Within ten (10) working days, a follow up conference shall be scheduled at the employee's request.
  3. **Evaluation Conference.** At the evaluation conference the supervisor and employee shall review and discuss the contents of the completed evaluation form.
  4. **Copies.** The employee shall retain a copy of the completed evaluation form and the original copy shall be forwarded to the Human Resources Department for insertion in the employee's personnel file.
  5. **Written Response.** If the employee disagrees with any area of the completed evaluation form, the employee may attach a written response which will then become a part of the employee's personnel file. This response shall be made within ten (10) working days after the employee receives a copy of his/her evaluation or the follow up conference, whichever is later.
  6. **Withholding of Salary Step.**
    - a. An evaluation which contains a recommendation by the supervisor to withhold a salary step increase shall be reviewed by the Director of Human Resources for a recommendation to the Board of Education. Any written response to the evaluation by the employee shall be attached thereto for review by the Director of Human Resources and the Board of Education.
    - b. It is expressly understood that the withholding of a salary step increase is subject to the grievance procedure.

7. **Unsatisfactory Evaluation.** An employee who receives an unsatisfactory evaluation shall be re-evaluated within three (3) months to determine whether the employee has corrected the deficiencies in his/her job performance.

## **ARTICLE XII COMPENSATION**

- A. **Salary Schedule.** The salary schedule and pay grade class for each job title are set forth in Appendix B attached hereto and by this reference made a part hereof. An employee will move through the steps on the salary schedule by gaining one (1) year's credit for each year worked; provided, however, that progression on the schedule may be withheld for unsatisfactory performance based on the employee's annual evaluation. An employee must work at least one-half (1/2) of a year to receive credit on the schedule. New employees shall be placed at the beginning step of the grade at which their position is classified, except a new employee may be given not more than two (2) years' credit on the schedule for related experience, as determined by the Employer. Employees who change position to a higher level on the salary schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position. Employees who change position to a lower level on the salary schedule than their current position will be placed on the salary schedule at their current step at the appropriate level for their new position. Previously employed individuals returning to employment with the District shall be considered new employees for placement on the salary schedule.
- B. **Required Training.** The cost and expense of training required by the Employer shall be paid or reimbursed by the Employer. Expenses shall include actual and reasonable travel and meals which will be promptly reimbursed by the Employer upon submission of an expense voucher with supporting receipts.
- C. **Rates of New Jobs.** If, during the life of this Agreement, a new job classification is created which is covered by this Agreement, the Board shall establish the job duties and the pay grade applicable thereto and shall promptly notify the Union of its decision. If the Union believes the pay grade thus set is inadequate, the Union shall have the right, within thirty (30) calendar days after it has been so notified, to initiate negotiations with regard to the pay grade assigned to the job classification. If negotiations have not been initiated during said thirty (30) calendar day period, the pay grade so assigned shall be permanent.
- D. **Job Title/Classification Review Procedure.** A joint Union/Employer committee will be established to periodically review and update job classifications. This committee is advisory to the Board. The decision of the Board will be final and binding and is not grievable. Pay grades of job titles/classifications are subject to bargaining between the parties and may occur at the request of either party following completion of review of the job titles/classifications.

## **ARTICLE XIII GRIEVANCE PROCEDURE**

- A. **Definitions.** For purposes of this Agreement, a grievance is defined as any claim or complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. **Exclusions.** Matters to be excluded from consideration under the grievance procedure are as follows:

1. The termination or discipline of a probationary employee.
  2. The evaluator's subjective assessment of an employee's performance.
  3. Any grievance for which an employee applies for redress as provided by Board policy and appeal procedure, or any matter which is within the jurisdiction of the United States or Michigan agencies.
- C. **Time Limits.** All time limits shall be week days (i.e., all days except Saturdays, Sundays, and holidays). Time limits may be extended only by mutual consent of the parties. If the Union does not appeal a grievance from one step to another within the time limit specified, the grievance shall be considered as being settled based on the Employer's last answer. If the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically be referred to the next step in the grievance procedure.
- D. **Procedure.** The Union, employee, and the Employer will attempt in good faith to resolve the grievance at the lowest possible level in the grievance procedure.
1. **Complaint Stage.** The Union or an employee who believes he/she has a complaint must submit the complaint orally to the employee's or employees' immediate supervisor within ten (10) days after the employee or employees have knowledge of the complaint, or within ten (10) days after the employee or employees reasonably should have had knowledge of the complaint. The immediate supervisor shall render his/her verbal decision within five (5) days after the complaint is submitted. The Union and the Employer believe that there should be a sincere effort on the part of each of the parties to settle differences as far as possible in the above manner and in any event, at the lowest level of the grievance procedure possible.
  2. **Level I (Immediate Supervisor):**

If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his/her immediate supervisor within five (5) days after such informal discussions. Such statement shall recite the facts alleged, the provision(s) of the Agreement involved, and the relief requested. Within five (5) days thereafter, the grievant's immediate supervisor, the appropriate Division Director or designee, and a Union representative shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof to the Union President.
  3. **Level II (Superintendent):**

If the grievance is not settled in Level I, the Union may, within five (5) days after the Union's receipt of Level I decision, submit the grievance to the Superintendent or his/her designee, who shall meet with the Union within five (5) days of receipt of the grievance and endeavor to settle the grievance. The Superintendent or his/her designee shall notify the Union of his/her disposition of the grievance within five (5) days of such meeting(s).
  4. **Level III (Board of Education):**

If the grievance is not settled in Level II, the Union may, within ten (10) days of the date of the written disposition in Level II, submit the grievance to the Board of Education by delivering the written grievance form together with copies of all materials previously filed to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or, if not requested, give such other consideration as it

shall deem appropriate. Disposition of the grievance shall be rendered within thirty (30) days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Union.

5. **Level IV (Arbitration):**

If the Union is not satisfied with the answer at Level III, the grievance may be referred to arbitration by the Union provided that notice to refer is given within twenty (20) days of the written decision at Level III. If within five (5) days the Board and Union cannot agree upon a mutually acceptable arbitrator and the Union still desires to appeal to arbitration, the arbitrator shall then be selected according to the rules of the American Arbitration Association.

a. **Power of the Arbitrator.** The arbitrator shall have no power to establish salary scales or change any salary. The arbitrator shall have no power to rule on any of the following:

- 1) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement.
- 2) The disciplining of a probationary employee or placing of a probationary employee on additional probation.
- 3) If there is another remedial procedure or forum established by law or regulation having the force of law, the grievant must choose between contractual or other remedies.
- 4) No more than one grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.

b. **Timelines.** The arbitrator shall hear the grievance and render a decision within thirty (30) days from the close of the hearing, setting forth in writing the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be binding upon the Union, its members, the employee(s) involved and the Board.

c. **Fees.** The fee and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.

d. **Hearing Location.** All arbitration hearings shall be held in the school district.

6. **Claims for Back Pay.** All grievances must be filed in writing ten (10) days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than ten (10) days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within ten (10) days after receipt of the pay. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any sources during the period of the back pay. No decision in any one case

shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.

- E. **Personal Complaints.** If any individual employee has a personal complaint and desires to discuss the complaint with his/her immediate supervisor, the employee is free to do so without pursuing this grievance procedure.
- F. **Withdrawing Grievances.** An individual employee who wishes to drop a grievance may do so without interference from the Union.

#### **ARTICLE XIV VACATION**

- A. **Terms.** All vacations must be approved in advance by the employee's immediate supervisor(s). Vacations may not exceed two (2) week segments unless special arrangements are made with the individual's immediate supervisor(s). Employees should take advantage of provisions for vacations for the well-being of the individual and the organization. No more than one (1) week of unused vacation time may be carried over from one (1) year to the next. Employees shall be given until August 1 of each year before unused vacation time in excess of one (1) week is deducted from the employee's vacation accumulation. Under no circumstances will vacation days be "advanced." Upon satisfactory completion of a six (6) month probationary period, new employees will be granted five (5) vacation days. Upon completion of one (1) year's service, new employees will be granted five (5) vacation days. Vacation days are allotted on July 1 of the fiscal year in which employees begin the years of employment, based on continuous employment with the District, as listed in Section B below.
- B. **Allotment.**

<u>Years of Employment</u>	<u>Days of Vacation</u>
01-08	10 Days
09-10	12 Days
11-14	15 Days
15-19	17 Days
20	20 Days

Twenty (20) years and more, individual cases may be considered by the Board of Education.

- C. **Shortened Work Year.** Vacation time for employees working a shortened work year will be prorated. Prorated vacation time must be scheduled and approved by the employee's immediate supervisor(s). Extenuating circumstances involving those employees working a shortened work year, which result in not being able to take vacation, shall receive vacation pay.

#### **ARTICLE XV HOLIDAYS**

- A. Bargaining unit members shall be entitled to the following paid holidays:

1. Labor Day
2. Thanksgiving
3. Day after Thanksgiving
4. Christmas Eve
5. Christmas Day
6. Day after Christmas
7. Second Day after Christmas
8. New Year's Eve
9. New Year's Day
10. Good Friday
11. Memorial Day
12. July 4th

Bargaining unit members not working a full year shall be entitled to those holidays that fall during their regularly scheduled work year. Holiday pay shall be equal to the regularly scheduled hours of each bargaining unit member.

- B. When a holiday falls on a Saturday, it will be observed on Friday. When a holiday falls on a Sunday, it will be observed on Monday.

## **ARTICLE XVI SENIORITY**

- A. **Seniority Computation.** District and occupational group seniority means an employee's length of continuous service with the Employer in the bargaining unit since the employee's last entrance into the union and prior service in the unit as provided below. No time shall be deducted from an employee's seniority due to absence occasioned by authorized leaves of absence or vacations. Employees shall not accrue seniority during unpaid leaves after twelve (12) months or layoffs after twelve (12) months.
1. **Definition.** Seniority, as used herein, is defined as the right accruing to employees through length of service which entitles them to preference in layoff, rehiring and promotions, as provided for in this Agreement. The seniority status of each present employee shall be that as shown on seniority lists posted from time to time. It shall hereafter accrue and be applied in this manner provided for in this Article.
  2. **Occupational Group Seniority.** As long as an employee is assigned to an occupational group, his/her seniority will accrue in that group. When an employee is temporarily transferred from the occupational group in which he/she is regularly employed to another occupational group, his/her seniority will continue to accumulate in his/her regular occupational group while he/she is temporarily assigned elsewhere. Seniority will not accrue in the occupational group to which the employee is temporarily assigned.



- a. The term “occupational group” as used herein, is defined as meaning all employees who are engaged in definitely similar occupations as set forth below:

**Group A**

Media Aide  
Receptionist  
Career Search Center Aide  
Transportation Clerk  
Inventory Clerk

**Group B**

Bindery Operator  
Media Production Technician  
Press Operator  
Copy Center Technician  
Graphic Technician

**Group C**

Cook

**Group D**

Custodian I  
Custodian II  
Head Custodian

**Group E**

Delivery Driver  
Warehouse Coordinator

**Group F**

Maintenance I  
Maintenance II

**Group G**

Secretary I  
Secretary II  
Secretary III

**Group H**

Comp. Services Consultant  
Student Data Specialist I  
Student Data Specialist II

- B. **Return to Unit.** An employee who accepted a non-bargaining unit position with the Employer and returns to a bargaining unit position shall be entitled to retain rights as he/she may have had under this Agreement prior to the acceptance of the non-bargaining unit position.
- C. **Probationary Period.** All new employees shall be probationary employees until they have completed six (6) consecutive months of service, exclusive of any vacations, unpaid leaves or layoffs. During the probationary period, the employee shall have no seniority status and may be terminated in the sole discretion of the Employer without regard to his/her relative length of service and without recourse to the grievance procedure. Upon the successful conclusion of the probationary period, the employee's name shall be added to the seniority list as of his/her hiring date.
- D. **Seniority List.** The Employer will maintain an up to date seniority list showing the seniority of each employee. If two (2) or more employees have the same last hiring date, their position on the seniority list shall be determined by casting lots. The seniority list will be posted once each year for at least thirty (30) days. Employees are expected to report any errors on the list within the thirty (30) day period to request corrections. After the thirty (30) day posting period, all parties will rely upon the posted seniority dates.
- E. **Loss of Seniority.** An employee's seniority and employment shall terminate:
1. If following a layoff, the employee fails or refuses to return to work on the date specified in the recall notice, unless the employee presents an excuse acceptable to the Employer;
  2. If the employee is laid off for a period of twelve (12) months or to the extent of the employee's time at work with the Employer; whichever is the longer period of time; or

3. If the employee is absent from work for two (2) consecutive working days without notifying the Employer, unless the employee presents an excuse acceptable to the Employer.

## **ARTICLE XVII REDUCTION IN PERSONNEL, LAYOFF, AND RECALL**

- A. **Definitions.** Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition, as determined by the Employer. A full-time employee, whose hours in a week or weeks in a year are reduced by more than twenty-five percent (25%), shall be considered laid off.
- B. **Notice and Procedure.** No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least thirty (30) calendar days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected occupational group and job title, and then the least senior employees in the affected occupational group and job title. An employee is qualified for a position if he/she can meet the minimum qualifications as defined in Section C, 1 of this Article and can perform the work within a reasonable time period (30 days) with on-the-job training. In no case shall a new employee be employed by the Employer while there are laid off employees with recall rights who are qualified for a vacancy. Employees who are notified of layoff shall have placement rights in the following order:
  1. Replace the least senior employee in the same job title or accept voluntary layoff;
  2. If a placement opportunity is not available under subsection 1, above, then the employee may replace the least senior employee in the same occupational group, if qualified, or accept voluntary layoff; or
  3. If a placement opportunity is not available under subsection 2, above, the employee may replace the least senior employee in the same pay level, if qualified; or accept voluntary layoff.
- C. **Recall.**
  1. **Recall to Vacancy.** When there is a vacancy, the Employer will consider laid off employees, based on seniority and qualifications, eligible for recall prior to posting the position. To be qualified, an employee must meet the minimum qualifications in the job description, be able to demonstrate his/her ability to perform the job, perform the job with a minimum of on-the-job training of not more than thirty (30) days, and placement will not impair the operation of the school district. The most senior qualified employee will be recalled first. Employees eligible for recall will be given consideration in the following order:
    - a. First, those who held prior to layoff the same job classification and the same work status (part-time/full-time or number of work weeks) as the vacant position.
    - b. Those qualified for the job classification that is vacant, but would not result in placement in a higher pay grade position than that held prior to layoff.
  2. **Length of Layoff.** If an employee is not recalled within **three (3)** years from the date of layoff, his/her eligibility for recall expires and the Employer has no further obligations for recall or re-employment.

3. **Procedures.** An employee shall be notified by certified mail addressed to the employee's last known address. Laid off employees shall be responsible for providing the Employer with their current address.
- a. An employee shall have five (5) work days to give notice of intent to return and, if not currently employed, must report for work within five (5) days of notice of intent to return or upon the date established by the Employer, whichever is later. If the employee is employed, he/she must report to work within ten (10) days of notice of intent to return or upon the date established by the Employer, whichever is later.
  - b. If any employee fails to give proper notice of intent to return to work within the prescribed time periods, this shall conclusively and irrebuttably constitute the employee's voluntary refusal of recall and/or resignation from employment.
  - c. If any employee who is offered recall under Section C, 1, b, of this Article gives proper notice declining the offer of recall, the employee shall retain his/her recall rights for the remainder of his/her eligibility period.
- D. **Grievability.** The Employer's decisions with regard to layoff and recall are final and binding and the subjects of this Article are not grievable.
- E. **Right to Substitute.** A laid off employee, upon application and at his/her option, may be used to substitute and shall be paid at substitute wages.
- F. **Seniority Accrual.** Bargaining unit members on layoff shall accrue seniority during the period of such layoff for a period of twelve (12) months.

## **ARTICLE XVIII STRIKES AND LOCKOUTS**

The Union agrees that neither the Union, its agents nor its members will authorize, instigate, aid or engage in a work stoppage, slow down, strike (including a sympathy strike), or any other concerted activity which interferes with the operation of the Employer. The Employer agrees that during the life of this Agreement there will be no lockouts.

## **ARTICLE XIX FRINGE BENEFITS**

- A. **Eligibility.** Bargaining unit members regularly working thirty (30) or more hours per week and more than forty-two (42) weeks per year shall be eligible for insurance coverage as set forth in this Agreement.

**New Employees.** For new employees fringe benefits shall commence with the first work day, except where the plan indicates otherwise. Health benefits will be effective the first day of work. Dental, Vision, Life and LTD shall begin on the first day of the month following the employee's first day of work.

- B. **Prorata.** Bargaining unit members regularly working less than thirty (30) hours per week and/or less than forty-two (42) weeks per year shall be entitled to a prorata portion of benefits in accordance with the

percentage that their individual hours worked is to thirty (30) hours per week and/or to forty-two (42) weeks per year. The Employer shall be authorized to deduct the employee's prorated share of the cost of benefits from the employee's wages. Employees working less than half-time shall not be eligible for benefits.

Employees hired prior to October 14, 2004, shall retain their current full-time equivalent status.

**C. Plan Selection.** Bargaining unit members shall be eligible for and shall select either Plan A or Plan B of coverage as set forth below, except as follows:

Benefits as specified in the current plan documents.

1. Where spouses are both employed by the Employer, one (1) employee shall select Plan A of coverage and the other Plan B.
2. Any employee who for any reason retains group health insurance coverage with coordination of benefits from any source other than the health insurance provided by virtue of this Agreement and his or her employment with Employer shall be ineligible and shall otherwise not receive the health insurance provided herein, unless the coverage from any source requires such coverage. The employee may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following forms shall be distributed to all employees during the open enrollment period:

I hereby declare that the health insurance that I receive pursuant to Article XIX of the Master Agreement between the JCISD and the JCEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

I further understand that in the event I, in the future, retain or become otherwise eligible to receive health insurance benefits from another source, I am obligated to immediately advise the Employer in writing.

\_\_\_\_\_  
Signature of Employee

Dated: \_\_\_\_\_

**PLAN A**

- a. Comparable level of benefits to Choices II. Effective August 1, 2011, prescription co-pay is \$10 generic / \$20 brand name per prescription per person; \$10 Office Visit; \$25 Urgent Care; \$50 Emergency Room; \$200 / \$400 In-Network Deductible; \$400 / \$800 Out of Network Deductible; Adult Immunization rider. Employees shall contribute \$20 per pay during 2011-12 toward the cost of the premium.
- b. Dental Insurance:
  - Class I Benefits (basic dental services) 75%
  - Class II Benefits 75%
  - Class III Benefits 50%
  - Class IV Benefits (orthodontic) 70%
  - Maximum benefit per person:

Classes I, II and III - \$1,500/year  
Class IV - \$700 lifetime/person

- c. \$10,000 term life insurance, AD & D, with waiver of premium.
- d. Vision Insurance - Full family coverage. VSP-2

**PLAN B**

- a. Cash-in-lieu of medical, one hundred (\$100) dollars per month.
- b. Dental insurance:           Class I Benefits (basic dental services) 75%  
  Class II Benefits 75%  
  Class III Benefits 50%  
  Class IV Benefits (orthodontic) 70%  
  Maximum benefit per person:  
  Classes I, II and III - \$1,500/year  
  Class IV - \$700 lifetime/person
- c. \$25,000 term life insurance, AD & D, with waiver of premium.
- d. Vision Insurance – Full family coverage. VSP-2
- e. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code.

3. The District shall institute an IRS Section 125 plan eligible for all employees.

- D. **LTD.** Long-term disability insurance (66-2/3%), 90 calendar days modified fill, \$3,000 maximum, no freeze on offsets, alcoholism/drug addiction 2 year, mental/nervous (same as other illness) shall be provided as part of Plan I and II.
- E. **Hold Harmless.** The terms of any contract or policy issued by an insurance company shall be controlling as to all benefits, eligibility, termination of coverage and other matters. The Board, by payment of the premium payments required to provide the insurance coverage, shall be relieved from any and all liability with respect to the benefits provided by the insurance. The failure of an insurance company to provide any of the benefits for which it has contracted shall not result in any liability to the Board or Union, nor shall such failure be considered a breach of any obligation by either of them. Disputes between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedure established by this Agreement. The insurance benefits provided by this Article shall not begin until the employee has properly completed the necessary forms required by the insurance company and until the employee has been accepted for enrollment by the insurance carrier.
- F. **Beneficiary Policy.** One Thousand Dollars (\$1,000.00) for the designated beneficiary of an employee upon the death of the employee. The benefit will be made available where the employee has health insurance coverage (Plan A or Plan B), that the school district is contributing to the premium, and the employee is on a full-paid status or during a Family Medical Leave, whichever is longer. (For example, the benefit will be paid where a half-time employee, who has no paid absence time, is absent on a twelve (12) week unpaid Family Medical Leave, maintains insurance coverage, that the school district contributes to the premium, and passes away prior to the expiration of the leave. If this employee did not maintain insurance

coverage during the leave, the benefit will not be paid. While on any absence that the employee is receiving pay, the school district is contributing to the premium, and the employee passes away, the benefit will be paid.)

- G. **Bid-Out.** The Board reserves the right to select the insurance carrier to provide benefits comparable to those specified in the Plans I and II. This provision will be effective at the conclusion of this Agreement. Prior to any changes in insurance carriers, the Board will provide the Association with the opportunity for consultative input.

**ARTICLE XX  
DURATION OF AGREEMENT**

This Agreement shall be effective as of June 15, 2011, and shall continue in effect until the 30th day of June, 2012.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**FOR THE ASSOCIATION:**

**FOR THE DISTRICT:**

By \_\_\_\_\_  
Jeffrey M. Betz, President  
JCISD ESPA

By \_\_\_\_\_  
David Salsbury, President  
JCISD Board of Education

By \_\_\_\_\_  
Bill Holdridge, Vice President  
JCISD ESPA

By \_\_\_\_\_  
Kevin Oxley  
Superintendent

By \_\_\_\_\_  
Marcy Hartung  
Uniserv Director, JCEA/MEA

By \_\_\_\_\_  
Shirley Larson, Secretary  
JCISD Board of Education

By \_\_\_\_\_  
Pam Schultz  
JCEA President

By \_\_\_\_\_  
Catherine Brechtelsbauer  
Director of Human Resources  
And Legal Services

**APPENDIX A  
CLASSIFICATION AND PAY GRADES**

<b>Level 1:</b>	Media Aide
<b>Level 2:</b>	Custodian I Receptionist Delivery Driver Bindery Operator
<b>Level 3:</b>	Career Search Center Aide Custodian II (may include driving and/or receiving) Media Production Technician
<b>Level 4:</b>	Cook Inventory Clerk Secretary I Transportation Clerk Head Custodian Maintenance I
<b>Level 5:</b>	Computer Services Consultant Copy Center Technician Graphics Technician Press Operator Secretary II Student Data Specialist I Warehouse Coordinator
<b>Level 6:</b>	Maintenance II Secretary III Student Data Specialist II

**APPENDIX B-1**  
 ESPA Salary Schedule

Effective July 1, 2011  
 2.0%

		STEPS								
		0	1	2	3	4	5	6	7	8
<u>LEVELS</u>										
1		\$13.21	\$13.73	\$14.29	\$14.83	\$15.47	\$16.04	\$16.73	\$17.43	\$18.04
2		\$14.83	\$15.47	\$16.03	\$16.73	\$17.43	\$18.03	\$18.82	\$19.49	\$20.34
3		\$15.47	\$16.03	\$16.73	\$17.43	\$18.04	\$18.82	\$19.49	\$20.34	\$21.11
4		\$16.73	\$17.43	\$18.03	\$18.82	\$19.49	\$20.34	\$21.11	\$21.95	\$22.86
5		\$17.43	\$18.04	\$18.82	\$19.49	\$20.34	\$21.11	\$21.95	\$22.86	\$23.79
6		\$18.04	\$18.82	\$19.49	\$20.34	\$21.11	\$21.95	\$22.86	\$23.79	\$24.75

Employees Hired Prior to February 27, 2008

		STEPS							
		0	1	2	3	4	5	6	7
<u>LEVELS</u>									
1		\$11.89	\$12.40	\$12.95	\$13.48	\$14.12	\$14.68	\$15.35	\$16.03
2		\$13.48	\$14.12	\$14.67	\$15.35	\$16.04	\$16.64	\$17.40	\$18.05
3		\$14.12	\$14.67	\$15.35	\$16.04	\$16.65	\$17.40	\$18.05	\$18.88
4		\$15.35	\$16.04	\$16.64	\$17.40	\$18.05	\$18.88	\$19.66	\$20.47
5		\$16.04	\$16.65	\$17.40	\$18.05	\$18.88	\$19.66	\$20.47	\$21.36
6		\$16.65	\$17.40	\$18.05	\$18.88	\$19.66	\$20.47	\$21.36	\$22.29

Employees Hired On or After February 27, 2008



## APPENDIX B-3

### LONGEVITY

**Longevity.** Bargaining unit members shall receive an annual longevity payment of an additional Three Hundred (\$300) Dollars in 2007 - 2008; and Three Hundred Twenty Five (\$325.00) in 2008 - 2009, after fifteen (15) years or more of service. Half or part-time service shall be prorated for purposes of salary for longevity. For purpose of this section, any unpaid leave granted by the Employer shall not be used to compute longevity benefits. However, all other years of service will be counted. Longevity payment will be made to employees in a lump sum in the first paycheck in February.

**LETTER OF UNDERSTANDING**  
**Buy-Out Plan**  
**Jackson ISD ESP**  
**2008**

The Jackson County Intermediate School District and the Education Support Personnel Association mutually agreed to a Buy-Out Plan with terms as follows:

1. Eligible employees must have 15 years of service with the JCISD.
2. The election period ends June 1, 2008.
3. Employees will work with administration in determining separation dates to best meet workflow demands; the effective separation date must be prior to July 1, 2009.
4. Eligible employees electing the Buy-Out Plan will receive \$10,000 in cash or invested in a 403(b)/457(b) account, paid over two (2) years.
5. Unemployment benefits will not be available to employees following separation for those employees participating in the Buy-Out Plan.

**JCISD ESPA / JCEA**

**JCISD**

\_\_\_\_\_  
Sandy Rogers  
ESPA President

\_\_\_\_\_  
John Graves  
Superintendent

\_\_\_\_\_  
Jeff Betz  
ESPA President

\_\_\_\_\_  
Daniel Zimolzak  
Finance Director

\_\_\_\_\_  
Marcy Hartung  
MEA Uniserv Director

\_\_\_\_\_  
Linda Tortorice  
Human Resource Director

Date: November 23, 2008

## LETTER OF UNDERSTANDING

August, 1991

Dear Mr. Kelley:

During the 1991 negotiations, the ESPA has expressed a concern for reprisals directed towards employees because of claims or complaints pursued through the grievance procedure.

The District does not support reprisals arising from employees' involvement in grievance. We are interested in being informed of any such situation so that it may be addressed. Employees are encouraged to discuss these situations with their supervisor, their Division Director, and/or the Director of Human Resources. If it cannot be satisfactorily resolved at this level, then the situation may be presented to the Superintendent.

The District feels it is in the best interest of its employees and the District for employees to express their concerns to their supervisor, their Division Director, or the Director of Human Resources and we hope that employees will continue to take advantage of this informal and effective method of problem solving.

Respectfully,

Linda J. Tortorice  
Director of Human Resources/Legal Counsel

**LETTER OF AGREEMENT  
BETWEEN  
JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT  
AND  
JACKSON COUNTY ISD ESPA**

**November 23, 2004**

The Education Support Personnel Association and the Jackson County Intermediate School District wish to provide opportunity for employees to assist in maintaining a safe work environment and addressing concerns. Therefore, the parties agree to establish a safety review committee. The committee responsibility of the committee will be to review safety issues and make recommendations to the Superintendent. The committee may consist of up to four (4) representatives from each party.

**ESPA Representatives**

**JCISD Representatives**

\_\_\_\_\_  
**Sandy Rogers**  
**Co-President**

\_\_\_\_\_  
**Marilyn Ostrander**  
**Assistant Superintendent**

\_\_\_\_\_  
**Delinda Woods**  
**Co-President**

\_\_\_\_\_  
**Linda Tortorice**  
**Human Resource Director**

**LETTER OF AGREEMENT  
BETWEEN THE  
JACKSON COUNTY INTERMEDIATE  
SCHOOL DISTRICT  
AND THE  
JACKSON COUNTY INTERMEDIATE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

During negotiations of 2007-09 the parties agreed that Article XVIII, Subcontracting, be removed from the contract until such time that the law regarding subcontracting is either repealed or changed. Then the language will be reinserted in the Collective Bargaining Agreement.

**For The Association:**

**For The District:**

\_\_\_\_\_  
**Marcy Hartung  
Uniserv Director**

\_\_\_\_\_  
**Linda Tortorice  
Director of Human Resources**

**LETTER OF AGREEMENT  
BETWEEN THE  
JACKSON COUNTY INTERMEDIATE  
SCHOOL DISTRICT  
AND THE  
JACKSON COUNTY INTERMEDIATE EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION**

June 15, 2011

During negotiations for the 2011-12 labor agreement, the parties reached agreement on some changes in the health insurance package offered to employees. The parties also agreed that if state legislation is passed which requires employees to increase their contributions for health insurance costs during the term of the 2011-12 contract, the parties may re-open negotiations regarding fringe benefits to consider whether changes in coverage and/or provider will be made.

**For the Association:**

**For the District:**

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Marcy Hartung  
MEA Uniserv Director

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Catherine Brechtelsbauer  
Director of Human Resources & Legal Services

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