

2010 JESPA Negotiations  
Tentative Agreement  
June 18, 2010

1. 6.1 Board Proposal 5/18/100 – one bus driver classification
2. 6.1.5.5.2 Call In Pay – Delete
3. 6.4.1 Letter of Agreement to revisit issues when final rules/regulations are completed.
4. 7.6 Emergency Call Time – Delete
5. 9.2.3 Jury Duty Pay – Pay full wages but employee required to turn in jury duty pay.
6. Article 17
  - 17.2.7 Initial School Year Bidding – Ten (10) month positions are open to bid from all members of the bargaining unit only after returning employees have bid on the positions in their current departments. **THIS BID MEETING WILL TAKE PLACE NO LATER THAN THE MONDAY AFTER FALL PUPIL COUNT DAY.** For this purpose, department shall mean Teacher Assistant/Interpreter.
  - 17.2.8 Notwithstanding the foregoing or any provision in Article 16, whenever a teacher assistant or education interpreter is displaced during the school year after any applicable initial annual school year bidding, the District shall have the right to reassign the displaced employee for the remainder of the school year; provided however that any such displaced employee may elect to fill any vacancy or, based on seniority, displace the least senior employee in the classification within the building in a position for which the displaced employee has been trained; and provided further that such least senior employee may, based on seniority displace the least senior employee in the classification District-wide to maintain the employee's hours.
  - 17.2.9 Notwithstanding the foregoing, when a teacher assistant or educational interpreter vacancy occurs during the school year after any applicable initial annual school bidding, the District will post the vacancy and fill it as provided in 17.4. The District may fill the resulting vacancy with a substitute or a new hire for the remainder of the school year.
  - 17.4.5 Notwithstanding the foregoing, vacancies in the teacher assistant and educational interpreter classifications will be filled by the best qualified internal applicant for the vacancy who meets the minimum requirements for the job taking into account education background, prior work experience, seniority, and other relevant factors as determined by the District; provided, however, if the qualifications of two or more applicants are equal the senior applicant shall be awarded the vacancy.

7. 20.2.1 Eliminate paid vacation for 10 months except for days earned prior to 7/1/2010.
8. 20.1 Eliminate paid holidays for 10 month except Thanksgiving, Christmas, Martin Luther King Day, News Years Day, Memorial Day, and President's Day.
9. 7.2.7 Eliminate Pay Spreads with assurance that the District will work with employees on setting up pay spread with employee's financial institution.
10. Article 9 including 9.5
  - Replace paid sick days and personal days with "Paid Time Off"
  - 10 days per year for 10 and 12 month employees
  - 6 days per year for employees hired after 7/1/2010
  - carry over 5 days per year
  - accumulate not more than 20 days and pay for days over 20 at end of each school year but not more than 5 days
  - Must schedule in advance except for illness. Can require doctor's excuse if more than three consecutive unscheduled days.
  - 9.2.1 (funeral leave) 9.2.3 (jury duty) XI.A.2.remains
  - Accumulated days as of 6/30/10 may be used as "sick" days after PTO is exhausted.
  - Accumulated vacation days are frozen but can be taken.
11. 6.1.5.6.1 Charter Trips – All ineligible charter trips will be offered to substitutes first. If no substitutes are available, the ineligible charter trip will be offered the ineligible regular drivers.
12. Insurance – Priority Health HSA (Option 3) effective 9/1/2010
  - Employees pay 20% of high deductible insurance premium.
  - JPS Pay 1200/2400 of 1500/3000 deductible [1200/2400 by 9/15/2010 and 600/1200 by 9/15/11 and 600/1200 paid by 3/15/2012] and employee pay 300/600 of deductible
  - dental, vision, term life, AD&D and LTD with either MESSA or Guardian based on rates.
13. Duration – 2 years
14. Wages – 0% each year except if audited pupil count is more than 6176 pupil, employees on 6/30/2011 shall received \$500.00 lump sum on 6/30/2011.
15. Subject to ratification, letter of understanding not to privatize during contract.