

Master Agreement

by and between

**Jackson Educational
Secretaries Association**

and the

Jackson Public Schools

2016-2019

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

This Agreement is effective July 1, 2016 by and between the Board of Education of the Jackson Public Schools of Jackson, Michigan, hereinafter called the "Board" and the Jackson Educational Secretaries Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

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

ARTICLE II - NEGOTIATIONS PROCEDURES

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

2. The committee shall be composed of up to three (3) representatives each, of the Board and the Association. In addition, the parties shall mutually agree on a seventh (7th) member to Professional Council.
3. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
4. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification.

ARTICLE III - GRIEVANCE PROCEDURE

A. Intent

The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the manner informally with an appropriate member of the Administration or Association.

B. Grievance

A "grievance is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any successor agreement entered into pursuant to this Agreement.

C. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.
2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.

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

D. **Procedures**

1. **Level One**

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

2. **Level Two**

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

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or designee within five (5) working days of receipt of the grievance.

- b) The Superintendent or designee shall hold a meeting with the grievant(s) and the grievant(s)' Association Representative within five (5) working days of the meeting.
- c) The Superintendent or designee shall render a written decision to the Association within ten (10) working days of the meeting in 3. b) above.

4. **Level Four**

- a) If the Association is not satisfied with the Level Three disposition of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.
- b) If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.
- c) The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- d) The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to reply on any evidence not previously disclosed to the other party.
- e) The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision; (1) contrary to, inconsistent with, or modifying or varying in any way, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- f) The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
- g) The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- h) In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- i) The expense of the arbitrator shall be paid by the losing party, and the arbitrator will assess costs in each case in accordance with this principle.

E. **Rights to Representation**

All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided, further, when an employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

F. **Appeal of Discharge or Suspension**

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

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

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

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

ARTICLE IV - BOARD RIGHTS

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

1. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, which includes the right to reduce forces, or their dismissal or demotions; and to promote, transfer, and assign all such employees.
3. To determine the hours of work, duties, responsibilities, and assignments of employees who are or become members of this unit.

4. The Board further reserves the right to promulgate and enforce reasonable discipline and work rules, which are not inconsistent with the Labor Agreement which will be reasonably applied.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof, are in conformance with the Laws of the State of Michigan.
- C. The right of contracting or subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association or to discriminate against any of its members nor shall it result in the reduction of the present work force nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.
- D. The rights reserved herein shall not be applied in a manner inconsistent with other provisions of this Labor Agreement.

ARTICLE V - ASSOCIATION RIGHTS

- A. The parties agree that there shall be no discrimination against any employee with respect to hours, wages, or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities. When weekend or evening use results in added costs to the District, and the Association is informed in advance, such costs will be billed to and paid by the Association. Costs shall be in accordance with the current existing policy of the Board.
- C. Bulletin board space conveniently located and the use of telephone communications for local calls to be used on a reasonable basis shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. The Association shall have the right to use school facilities and equipment including computers, copy machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees not to use such equipment or

facilities in direct action against the Board of Education or the Administration growing out of labor disputes.

- F. During the school year, the Association President, or his/her designee, will be given sixteen (16) workdays with pay for Association business. Said days shall be scheduled and used at the discretion of the Association President. The Superintendent may grant additional time or designee should the seriousness of the situation warrant. Up to five (5) days of unused release time may be carried over to the next year.

ARTICLE VI - PAYROLL DEDUCTIONS

- A. The Board agrees promptly (i.e. two (2) weeks) to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- B. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
 - 1. Any financial institution that allows electronic fund transfers
 - 2. Tax-Sheltered Annuities
 - 3. Professional Associations
 - 4. Available Insurance Options
 - 5. United Way
 - 6. Savings Bonds
 - 7. Jackson Education Fund

ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under any applicable law or constitution.
- B. The private life of an employee is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, height, weight, non-job interfering handicap, or arrest record.
- D. Any case of criminal assault upon an employee while on official school business or school-related business shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice to acquaint the employee with his/her rights and obligations with respect to such assault.
- E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proved.

- F. Any complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made a part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
- G. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself/herself or others, or to prevent damage to school property and for no other purpose. The Board shall provide consultation with an attorney in the event the employee is complained against or sued for such action.
- H. Employees shall be provided a locked area for personal belongings for protection from potential theft. The immediate supervisor(s) shall be responsible for determining the location of the secured area(s) and for informing the employee(s) of the location of it. The District is not an insurer of the employees' belongings and it is understood that employees failing to take advantage of locked areas assume the risk of loss.
- I. It is understood that an employee may refuse to carry out an order, which threatens physical well-being or safety. This would include, but not be limited to, remaining in school under emergency situations, bomb searches, etc.
- J. An employee shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- K. No employee shall be disciplined, reprimanded or reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or deprivation of advantage of the Board or representatives thereof, shall be done in privacy.

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

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

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

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

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

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

A. Seniority

1. On October 1 and April 1 of each year the Board shall publish and distribute a seniority list to each member of the bargaining unit. Such list shall include all individuals who hold seniority as a result of the Master Agreement.
2. In the event that more than one individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each employee.
4. An employee's seniority for persons hired after September 1, 1985 shall be on a system-wide basis in accordance with the employee's last day of hire.
5. Employees who have, since their last date of hire, had approved leaves of absence without pay for more than thirty (30) calendar days for reasons other than service with the Armed Forces of the United States, shall not lose seniority nor gain

additional seniority while on such leave. Upon return, they shall accrue seniority at the point where they left off at their departure.

6. Employees on leave of absence to serve the Armed Forces of the United States will accrue seniority if given an honorable discharge and returned to work in accordance with Michigan Laws relating to Veterans.
7. Any employees who choose a supervisory, executive or confidential position shall not accrue seniority while working outside the bargaining unit. Said employees may return to the bargaining unit only when their jobs are eliminated and at such time may exercise previously accrued seniority and bump back into the unit in accordance with the procedures as set forth in Article VIII, B-3.
8. Employees on layoff shall continue to accrue seniority during the entire period of said layoff.
9. Leaves of absence without pay of less than thirty (30) calendar days and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority.
10. Absences of leave without pay in excess of thirty (30) calendar days, except for service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.

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

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

B. **Layoff / Displaced**

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

3. **Definition**

- a) A displaced person is one whose:
 - 1) Position has been eliminated
 - 2) Position has been changed in such a way as to require reposting (example: a change in duties)
 - 3) Position has been effected by layoff procedures.

4. Procedure

- a) If a position or positions are eliminated the least senior employee shall be laid off and the said position shall be posted per the Article IX.
- b) All subsequent openings as result of posting, interview and notification of placement will follow Article IX in the order of seniority of the laid off or displaced employee.
- c) While the position of the least senior employee is being posted, interviewed and filled, the employee being displaced shall remain in the posted job until the position is filled. If the person who is displaced by the elimination of their position cannot remain in their job, they will be placed on the sub list at his/her current rate of pay.
- d) If a displaced person is required to go into a lower class grade through no fault of his/her own, that employee will be kept at their current rate of pay for the remainder of the work year.
- e) All employees effected by a layoff/displacement, which includes posting, interview and placement shall not be transferred for 90 days following the employee's start date as a successful applicant.
- f) If there is more than one (1) employee at a time forced to change jobs because of a reduction in the work force, then a meeting of employees who might be affected will be held. The purpose of the meeting is to discuss the procedure and the available options for laid off and displaced employees. The President of the Association or designee shall also be present at the meeting.

C. **Recall**

1. Employees shall be recalled in order of seniority with the most senior employee being recalled first, subject to the employee having the ability to perform the work available, possessing the necessary skill required for the job and be qualified to perform the same, which means that with minimum instruction the work can be performed without unduly impairing the efficiency of the operation.
 - a) The employee shall be recalled by telephone
 - b) A certified letter to the last known address will follow, with a copy to the President of the Association
 - c) The employee shall have five (5) work days to give notice of intent to return and if not working, must return within five (5) work days of notice of intent to return. If the employee has taken another position, the employee must return within ten (10) workdays
 - d) If the employee fails to receive proper notice as a result of having moved without providing the Human Resource Office the correct or new address, seniority shall be terminated and it shall be deemed a voluntary quit
 - e) Failure to give proper notice of intent to return or to return within the prescribed time periods above will result in a loss of seniority and shall be deemed a voluntary quit.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A.
 1. A position is considered vacant when a position is newly created or an employee quits, retires, is displaced, laid off or is discharged for cause, or when an employee transfers or is promoted. In the event an employee is on an unpaid leave of absence in accordance with Article XI.E, such position shall be considered vacant after one (1) calendar year.
 2. When additional duties are placed in a position, the Professional Council will consider the desires of the employee in that position, research the skills required and the training available, and any other relevant information. The Professional Council will then make a recommendation as to whether the position will or will not be posted.

In the event the work hours/weeks of a position are reduced or increased, the Professional Council will consider the desires of the employee in that position, the skills required and training available, and other relevant information. The Professional Council will then make a recommendation as to whether the position will or will not be posted as a vacant position.

3. If an employee is on an approved absence or during the time a position is vacant and before a position must be posted, a temporary assignment of an existing employee may be affected if the employee agrees and the School District requests such assignment. The employee will be placed at the appropriate pay grade for that assignment, only if the pay grade is higher than the employee's regular position pay. The temporary assignment would be in effect as long as the employee and supervisor were in mutual agreement. In no event will the other provisions of Article IX be violated.

B. Posting of Vacancies

1. The Administration agrees to post known vacancies on the email system as soon as they occur as described above.
2. When school is not in session, notice of the posting will be sent to the President of the Association and those employees who have requested copies from the Human Resource Office.
3. Vacancies shall be posted for five (5) working days.

C. Filling of Vacancies

1. Any employee may apply in writing for a posted position. All interested internal candidates will need to apply for the vacant position within five (5) days of the initial posting date.
2. The interview committee will consist of Human Resources Director, the immediate supervisor of the vacant position and a JESA representative as mutually agreed upon by the JESA president and the administration.
3. The parties agree that unrequested transfers of employees are to be minimized and avoided whenever possible.
4. A successful applicant shall be notified within one (1) workweek from the time the posting is withdrawn. Unsuccessful applicants shall likewise be notified as the disposition of the vacancy
5. The Board shall hire internal applicants that demonstrate "Proven Ability" (the employee has the necessary skills, which may be tested, they will require minimum instruction, and will not unduly impair the efficiency of the operation per the position's level) prior to employing any outside applicants.
6. In the event an employee is involuntarily transferred, that employee's pay shall be maintained at the rate (grade and work weeks) in effect prior to the transfer for the remainder of the work year, unless the position the employee transfers into carries a higher compensation level.

- D. All timelines associated with the posting and filling of vacancies shall be considered maximums. When dealing with a flexible timeline, expedited decisions are encouraged.

- E. A transferred or promoted employee may be asked to spend up to three (3) days providing training to their replacement(s). Any further training assistance, beyond the three (3) days, shall be at the prerogative of the employee.
- F. It is understood that a transferred or promoted employee will provide, when requested, information about certain aspects of their former position. In no case will they work in a dual assignment.
- G. Any employee in the bargaining unit working 46 weeks or less per year interested in substituting during the summer shall submit to the Human Resource Office a letter indicating their interest in subbing during the summer months. When substitutes are needed, the employer will call the employee(s) on a rotating basis, provided the employee is qualified as per the existing job description and that such qualification is necessary for the position as a substitute.

ARTICLE X - WORKING CONDITIONS

- A. The normal workday shall be eight (8) hours per day. The normal workweek shall be forty (40) hours per week, Monday through Friday.
- B. The Board recognizes the principle of a forty (40) hour workweek and will set schedules and make work assignments, which can reasonably be accomplished within the afore-described workweek. The Board will not require employees regularly to work in excess of such workweek within or outside of any school building except in the case of special projects. Scheduling for overtime for special projects will be done mutually between the employee and employer within a reasonable time period.
- C. Any overtime will be authorized in advance and follow District procedures except in the case of emergencies.
- D. Any employee, who by mutual agreement with his/her immediate supervisor starts his/her work earlier shall be able to quit an equivalent amount of time earlier.
- E. All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one (1) hour. Employees who agree to a scheduled lunch period of less than one (1) hour shall be permitted to leave early to compensate.
- F. The normal work hours shall be from 7:30 a.m. to 4:30 p.m. Any deviation shall be by administrative directive.
- G. Employees will be provided a fifteen (15) minute duty-free break in the morning and the afternoon.
- H. When schools are not open because of "Act of God" days, employees are not expected to report. The District will compensate employees at their daily wage for up to six (6) "Act of God" days or the amount permitted by Michigan Law.

- I. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not be assigned non-secretarial, non-bargaining unit work, which may be properly distributed to other personnel except temporarily and for good cause. Accommodations will be made in the secretary's normal workload, if necessary, to accomplish the additional assignment.
- J. During vacation periods every endeavor will be made to correlate the hours of employment for employees and other non-certified personnel in the building. Under no circumstances will a secretary be required to work as the sole occupant of the building.
- K. Adequate parking facilities shall be made available to employees for their exclusive use when possible. All future building, modernization and site expansion will include adequate parking facilities for employees. If parking spaces are assigned, all parking spaces, with the exception of those employees who use their car regularly for duties connected with their assignments, those spaces shall be assigned by seniority.
- L. Neither party shall unlawfully discriminate against any employee as to wages, hours, terms and conditions of employment because of the employee's race, creed, religion, ethnic group, national origin, age, sex, sexual orientation, marital status, height, weight, non-job interfering disability, or membership in/or association with the activities of any secretarial organization. It is agreed, however, that efforts will be made, without granting preferential treatment, to recruit and retain qualified minority group secretaries to approximate the percentage of minority group students within the Jackson Public School District.
- M. If specific secretarial or clerical positions are to be eliminated, written notice shall be provided the Association and the secretary involved thirty (30) calendar days in advance of such elimination.
- N. When an employee transfers to a new position for any reason, he/she may take any equipment that was purchased for them with certified a health condition or under ADA requirements. A written request must be made to the Human Resource Office listing the items.
- O. Upon employment, the name of each employee shall be provided along with a written job description for the work he/she is expected to perform to the President of the Association.
- P. In the event the opening of the school year is delayed or the school year is interrupted, and school is scheduled to be in session on holiday-related days, Christmas vacation, Spring vacation, or the last week of June, employees will be required to work on all such days that school is in session, and all other days as might be necessary to complete the school year. Compensatory time off for work performed on any days listed above will be arranged by mutual agreement between the employee and his/her immediate supervisor.

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

Q. **Substitute Secretarial Time**

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

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

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

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

T. **Medical Service to Students**

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

U. **Student Medication**

Employees may be required to administer oral prescription and nonprescription medication to students only under the following conditions:

1. A current JPS School-Administered Medication Form has been completed, returned, and available to the employee which includes written permission of the student's parent or guardian to administer the medication and the instructions of a physician, physician's assistant or certified nurse practitioner to administer the medication.
2. Medication must be administered in good faith in the presence of another adult or in an emergency that threatens the life or health of the student, pursuant to the written permission of the student's parent or guardian and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner.

3. The medication must be recorded in the School-Administered Medication Record and such record must be maintained at a current status.
4. The Employer shall indemnify and safe harmless from any liability to employees who administer medication to students in compliance with foregoing conditions.
5. On an annual basis, employees will receive appropriate and reasonable training, equipment, office coverage, and related materials to ensure safe and efficient medication, procedures when dispensing any oral medication.

ARTICLE XI - LEAVES OF ABSENCE

A. Paid Time Off

Employees working 43, 44 and 46 weeks	5 PTO days per year
Employees working more than 46 weeks	5 PTO days per year and 5 PTO Summer days

1. At the conclusion of the work year, all unused PTO days will convert to sick days.
2. Current PTO banks may be used as such. Employees who have accumulated PTO days may use such days as PTO days after they have exhausted all of their current PTO days.

B. Sick Days

Employees working 43, 44, 46 weeks	6 Sick Days yearly
Employees working more than 46 weeks	6 Sick Days yearly

1. Employees shall accumulate up to a maximum of 30 sick days. Such accumulated sick days may be used for the following reasons:
 - (a) Sick leave for personal illness or accident not connected with the duties of the employee.
 - (b) Illness or disabling accident in the immediate family (spouse, children, grandchildren, parents of spouse, and parents of employee) not to exceed eight (8) days per year, four (4) of which may be used for grandchildren.
 - (c) Emergency leave construed to mean time necessary for the conduct of personal affairs which cannot normally be handled outside the regular work hours. Emergency leave shall include the following in addition to other emergencies which must be approved by the immediate supervisor:
 - (i) One (1) day for attendance at school graduation of a son, daughter, or spouse. A maximum of two (2) days additional time will be allowed when travel is required.

- (ii) Necessary absence in excess of three (3) days for each death in the immediate family (mother, father, spouse, children, grandchildren, mother or father of spouse, brothers, sisters of employee and spouse).
 - (iii) Attendance at the funeral of persons whose relationship to the employee warrants such attendance.
 - (d) Anytime "immediate family" is mentioned in this Agreement, it also includes step-family (for example, father includes step-father, mother includes step-mother, etc.).
 - 2. If an employee is off for three (3) or more consecutive days, they must have pre-approval from immediate supervisor or may be required to bring a doctor's excuse when they return to work. The employer may require proof of illness after three (3) consecutive unscheduled days.
- C. Leaves of absence for employees injured while working for the Board and thus eligible for Workers' compensation benefits shall be as follows:
- 1. PTO and then accumulated sick leave days, on an optional basis to the employee, shall be made available to the injured employee during the period he/she is unable to work as a result of an accident.
 - 2. If the employee chooses the option of PTO or sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's PTO or sick leave will be charged with a proportionate amount of time lost, based on the ratio of school funds to make the employee's regular daily rate.
- D. Leaves of absence with pay and not chargeable against the employee's PTO or sick leave shall be granted for the following reasons:
- 1. A maximum of three (3) work days for each death in the immediate family (spouse, children, mother, father, brothers or sisters, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse).
 - 2. Absence when called for Jury Service. Pay by the Board shall be limited to the difference between the jury duty pay and the employee's regular daily salary, except that full salary will be paid if the employee turns his/her pay over to the Board.
 - 3. Court appearance as a witness in any case connected with the employee's employment with the Jackson Public Schools.

4. Employees may request job related in-service/training and may attend up to two (2) in-service training days per year. The employee shall fill out a school business form no later than two (2) weeks in advance, except in the case of emergency and submit the form to their supervisor. Any written information must be attached to the form. The supervisor shall respond within two (2) workdays, providing rationale if the request is denied. If the request is denied, the employee may appeal to the supervisor accompanied by an Association representative.

E. **Sick Bank.**

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

1. Employees in JESA may contribute days to the Sick Bank on a confidential, voluntary basis.
2. In the fall of each year, Human Resources will provide each member with a form for the member to fill out and return if they wish to contribute. Donation of days can be done at any time.
3. A JESA member may donate up to fifty (50) days of sick leave to the Bank and do so up to three (3) months before their retirement.
4. The Sick Bank shall be maintained by Human Resources.
5. A JESA member must request days from the Sick Bank, in writing, to Human Resources.
6. To be eligible, a member must have a legitimate illness verified by a physician.
7. The member must have been employed for a minimum of one (1) year to receive days from the Sick Bank.
8. A maximum of ten (10) days per school year may be used from the Sick Bank.

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

1. Serving in any elected or appointed position, either public or Association;
2. Personal illness either physical or mental, including disability due to pregnancy or childbirth. Request to return must be accompanied by a Board-designated physician's statement that the employee is able to resume his/her regular duties;
3. Prolonged illness in the immediate family, limited to spouse, children, parents of employee and spouse, and grandchildren if the employee is the guardian or if they live in the household; or

4. Other leaves for reasons as specific in the application if requested by the employee. Such reasons will be subject to review by the Association and the Board.

G. **Return from Leave of Absence**

1. An employee on an unpaid leave of less than one (1) calendar year as defined in Article XI. E, and including short-term and long-term disability, shall return to the position he/she held prior to his/her unpaid leave. The position will be filled with a substitute while the employee is on unpaid leave. Upon return to work after more than one (1) calendar year of unpaid leave, the employee will be placed on the substitute list and may apply for vacancies that occur in accordance with Article VIII. While on the substitute list, the employee will receive substitute wages and will not be eligible for fringe benefits.
 2. An employee on a paid leave as defined in Article XI. A, B, C, and Article XII, shall return to the position he/she held prior to his/her paid leave. The position will be filled with a substitute while the employee is on paid leave.
 3. The employee will be dropped from the seniority list at such time as he/she refuses appointment to a position within the classification, which he/she held at the time the leave was granted.
 4. Failure to comply with the regulation as outlined in this section shall be considered as a resignation and forfeiture of seniority rights.
 5. The employee will be dropped from the seniority list if he/she accepts employment with another employer while on leave of absence. The above will not apply to persons involved in rehabilitation or training programs required by illness or disability or while on active military service, as required by law.
- H. In addition to leaves authorized above, the immediate supervisor may authorize an employee to be absent without pay for personal reasons for a period(s) not to exceed twenty (20) workdays in any calendar year. His/her position may be filled by a substitute for this period of time.
- I. Leaves of absence without pay of more than twenty (20) work days, but no longer than ninety (90) work days, may be granted by the Assistant Superintendent for Human Resources and Secondary Curriculum if, in his/her opinion, the leave may benefit the Jackson Public Schools and the employee concerned. In such cases, the position may be filled by a substitute for the period of the leave.
- J. An employee who is absent from duty shall report the reason and anticipated duration of the absence to his/her immediate supervisor. This report will be made at least forty-five (45) minutes prior to the start of the workday unless prevented by extenuating circumstances. All unauthorized and unreported absences shall be considered without leave and deduction of pay for the employee shall be made for the period of the absence. Such absence may be made the grounds for disciplinary action by the Superintendent upon recommendation by the department head or principal.

ARTICLE XII - HOLIDAYS AND VACATIONS

A. Holidays

1. The following days shall be observed as paid holidays.
 - News Year's Eve
 - New Year's Day
 - Martin Luther King Day
 - President's Day (beginning in 2013-2014 school year)
 - One-half day on Good Friday
 - Spring Break Holiday – five (5) consecutive days per building calendar
 - Memorial Day
 - Independence Day
 - Labor Day
 - One-half day before Thanksgiving
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Day after Christmas
2. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.
3. The employee shall be eligible for holiday pay under the following conditions:
 - a) The employee would have been scheduled to work on such a day if it had not been observed as a holiday, unless the employee is on vacation, sick leave, or other authorized leave with pay.
 - b) The employee worked his/her last scheduled workday prior to the holiday (first half of the day on those days designated a one-half (1/2) day off) unless he/she is excused by the Board, or he/she is absent for any reasonable purpose. The Board and the Association shall mutually agree upon whether the purpose is reasonable in each case.
 - c) If the holiday is observed on an employee's scheduled vacation, his/her vacation shall be extended by the number of holidays observed. If the holiday is observed while he/she is on sick leave, the holiday will not be deducted from his/her sick leave allowance.

B. Vacation

1. Annual paid vacation leave is replaced by PTO effective July 1, 2010. Accumulated unused vacation days as of June 30, 2010, may be used as PTO at the request of the employee. Vacation day hours earned shall be equal to work day hours. Employees may elect to be compensated for up to five (5) days (40 hours) each year for any accumulated unused vacation days.

2. Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may be charged against vacation leave credit.
3. Each department head or principal shall keep necessary records of vacation leave credit and shall schedule vacation leaves with particular regard to seniority of employees, in accord with operating requirements and, insofar as possible, according to the desires of the employees. An employee may use all or part of his/her allocated vacation allowance at any one time subject to the provisions above.
4. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance accumulated prior to July 1, 2010 at their current rate of pay. An employee who terminates without two (2) weeks notice or who is discharged for just cause shall forfeit vacation allowance.

ARTICLE XIII - COMPENSATION

- A. Employee hourly rates shall be set forth in Appendix B. These rates shall be calculated using the Salary Scale Index in Appendix B.
1. Steps will be awarded for the 2016-2017 and 2017-2018 school years with an increase on schedule of one (1) percent.
 2. In the 2018-2019 school year employees shall not receive step or grade increases nor shall there be an increase on schedule."

The Base Rate Index 1.00 shall be newly calculated at the end of negotiations for July 1 through June 30.

- B. Employees will be paid at time and one-half (1 1/2) for actual hours worked over forty (40) hours per week. Paid holidays may count as hours worked in a week for purposes of overtime calculation, with the prior approval of the Assistant Superintendent for Human Resources and Secondary Curriculum.

In lieu of overtime pay, an employee may elect to receive compensatory time with the approval of the employee's supervisor. The time accrued from overtime work shall be used within one (1) year from the time that it was earned. The employee shall request the use of compensatory time from his/her supervisor. The employee may request payment of compensatory time earned when transferring to a new position, upon resignation or termination of service. Employees shall be compensated for time worked on any holiday as prescribed for overtime in addition to the regular pay for the holiday.

- C. Payment will be made on a bi-weekly basis on alternate Fridays. Each payment shall cover the bi-weekly period ending on Friday previous to the scheduled pay date.
- D. **Part-Time Employees:** Any regularly employed employee on a continuing work schedule at less than full-time, shall be compensated at the appropriate hourly wage rate.
- E. **School-Year Employees:** For employees hired before May 1, 2009 who work a continuous school year term, but less than the full twelve (12) months during each year, shall be compensated at the hourly rates specified for the class of his/her position during the periods actually worked or while on authorized leave with pay, or, if the employee so

elects, and the exact number of bi-weekly pay periods he/she will work is known in advance, the employee may be paid on a year-round basis at a rate calculated as follows:

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

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

F. **Entrance Salary Rates**

1. **Entrance Rate on Initial Employment**

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

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

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

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

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

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

H. **Probation and Advancement Within a Pay Range**

1. **Probation**

The first six (6) months of service with the District shall be considered the period of probation.

2. **Advancement in the Base Range**

At the completion of the first year of service, the employee shall be advanced to the next higher rate in the appropriate salary or wage range provided that his/her service has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head or supervisor concerned and approval by the Superintendent when the employee has satisfactorily completed at least one (1) year of service at his/her current rate in the appropriate pay range. Such advancement shall be made yearly until the employee has reached the maximum base rate of the range for his/her position.

I. **Job Description and Classification**

1. Job descriptions and classifications shall be as set forth in a letter of agreement between the parties and shall not be altered for the duration of this Agreement unless mutually agreed to in writing by the Board and Association.
2. Requests for job description and class grade revisions shall be submitted to the Professional Council, which shall be held in accordance with Article II C. Changes in class grades recommended by Professional Council shall be subject to ratification by the District and Association.
3. In the case of newly created positions, the Board and Association shall enter into negotiations regarding the classification of said positions. Said negotiations shall not cause any other portion of this Agreement to be reopened or re-negotiated, except as otherwise agreed to in writing by the parties. A newly created position shall not be filled until such time as the parties have signed a letter of agreement setting forth the job description and classification of the new position.

J. **Retirement**

The Board shall not adopt nor impose any policy regarding the retirement age of employees, which is in conflict with the provisions of this Agreement or applicable State or Federal laws. Employees shall not be required to retire from active service if such retirement would prevent the employee from obtaining thirty (30) years of retirement service credit.

K. **Terminal Leave**

Terminal leave shall be paid at sixty percent (60%) of the final rate of pay for a maximum of one hundred twenty (120) days of unused accumulated sick leave days accumulated prior to July 1, 2010, either to his/her estate upon death while in the Board's employ, or upon retirement under the provisions of the Michigan Public Schools Employees' Retirement Act. Employees shall not receive any terminal leave pay for accumulated unused paid time off (PTO).

L. **Insurance Protection**

The Board will contribute to the total annual cost associated with the District's medical benefit plans an amount consistent with its elected method of compliance with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act. The District will pay the maximum amount permitted by JPS' elected method of complying with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act (i.e. if the District chooses to comply with Section 3 of the Publically Funded Health Insurance Contribution Act, the District shall contribute the maximum payment permitted by Section 3 of the Publically Funded Health Insurance Contribution Act. If the District chooses to comply with Section 4 of the Publically Funded Health Insurance Contribution Act, it shall contribute the maximum percentage permitted by Section 4 of the Publically Funded Health Insurance Contribution Act).

The District will contribute one half (1/2) of the deductible to employees' Health Equity Account (HSA) account on September 15, and one half (1/2) on or before March 15. For those electing a HSA for the first time, the March 15 deductible payment will be paid on or before January 15th for transition.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their HEQ HSA up to the maximum amounts allowed by Federal law.

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

Plan A

1. MESSA ABC Plan 1 OR MESSA CHOICES 2 \$1,000/\$2,000 20/25/50 Saver Rx
2. MESSA Life Insurance \$30,000
3. MESSA LTD Plan 66 2/3 max \$2,500 90 CDMF
4. MESSA/Delta Dental Plan 100/90/90, \$2,000 annual max
5. MESSA/Vision Service Plan VSP 3 Plus Platinum

Flexible Reimbursement Account – Section 125 Flexible Spending Plan shall be established as soon as practicable. It will include:

- a. Qualifying medical expenses; and
- b. Child and dependent care up to \$5,000 or more if allowed by law per year.

Employees not electing Pak A benefits shall receive the following Pak B benefits.

Pak B

1. MESSA Life Insurance \$30,000
2. MESSA LTD 66 2/3 max \$2,500 90 CDMF
3. MESSA/Delta Dental Plan 100/90/90, \$2,000 annual max
4. MESSA/Vision Service Plan VSP 3 Plus Platinum
5. If three (3) employees or less elect Plan B, each employee shall receive a payment of two hundred (\$200) per month. If four (4) or (5) employees elect Plan B, each employee shall receive a payment of \$300.00 per month. If six (6) or seven (7) employees elect Plan B, each employee shall receive a payment of \$350.00 per month. If eight (8) or more employees elect Plan B, each employee shall receive a payment of \$400.00 per month.

The Board will fully pay Life, Dental, Vision and LTD.

General Provisions:

1. When appropriate, MESSA/Priority-care and Medicare premiums instead of regular health care coverage will be paid on behalf of the employee, spouse, and/or dependents.
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/her employment with the District, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment required said 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 form shall be distributed to all employees during the open enrollment period:

a) **Health Insurance Coverage**

I hereby declare that the health insurance that I receive pursuant to Article XIII, L, of the Contract between the Board and the Association is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from:

Date

Signature

3. In the event of layoff, the Board of Education agrees to pay insurance benefits for the month that the employee was laid off plus one (1) month.
4. It is understood and agreed that there will be no duplication of coverage under medical insurance benefits by the employee, if the spouse is offered medical coverage by the Jackson Public Schools Board of Education.

- M. If the employee is driving his / her own automobile on official school business and if the Board and the employee are jointly liable as a result of such automobile use, then the Board will maintain liability insurance in excess of the employee's personal liability insurance. The employee must report forthwith in writing to the Business Office any accident involving the employee while on school business, and maintain at least the minimum liability insurance as required by Michigan Law to gain advantage of this coverage.
- N. A mileage allowance for authorized travel on official school business by an employee in a personally owned automobile shall be paid at the current rate established by the PNA.
- O. Yearly passes covering all athletic events shall be made available to employees and spouses for the high school. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such pass covers one (1) person only and is not transferable.
- P. If the employee assigned to the Chief Payroll Account Clerk position possesses an associate's degree, that individual shall receive an additional payment of five hundred dollars (\$500.00) annually.

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

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

ARTICLE XIV - EMPLOYEE EVALUATIONS/PLAN OF ASSISTANCE

- A. Professional evaluation of the work of employees shall be accomplished in writing under the following circumstances:
 - 1. Each school year, the immediate supervisor of the employee shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided. (Appendix D)
 - 2. Evaluations shall be made upon completion of ninety (90) days employment and six (6) months employment. Thereafter, employees will be evaluated in May of each year. In preparing this report, the immediate supervisor of the employee shall involve all supervisory personnel working with the employee at the time of the evaluation. Failure to evaluate as stated shall presume effective in all categories.
 - 3. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

4. All evaluations must be discussed with the employee before they are submitted to the Superintendent or his/her designee and shall bear the signatures of the evaluator(s) and the employee. Employees are required to sign the evaluation to indicate that they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicates the employee is familiar with it.
5. After consultation with the supervisor, his/her designee, or other persons in a supervisory position in relation to the employee who has been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the person(s) preparing the evaluation.
6. The immediate supervisor may, at any time, submit additional reports to the Superintendent or his/her designee, concerning the performance of individual employees with the provision that such evaluations conform to the requirements set forth in this Article.
7. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.
8. In the event of an ineffective evaluation, the employee may request re-evaluation after thirty (30) days.
9. No comments shall be added to the evaluation by a supervisor(s) after the employee signs it.
10. No employee shall be required to fill out a self-evaluation form.

11. **Plan of Assistance**

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

ARTICLE XV - EMPLOYEE IMPROVEMENT

- A. The District will reimburse employees for Professional Development on Microsoft products. The employee must take the approved skills test for the class and meet the rubric established for Level #13 new hires to qualify for reimbursement.
- B. The employee may also request approval for other Professional Development by his/her supervisor. No hourly rate will be reimbursed if taken outside regular work hours.

- C. Professional Development at the employer's request will be reimbursed at the employee's hourly rate if approved to be taken outside regular work hours.
- D. Should District-wide Professional Development occur outside of regular working hours, employees shall be reimbursed at the appropriate hourly rate.
- E. The Board will pay enrollment fees for four (4) employees, with a maximum of ten (10) days total each year, desiring to attend workshops, in-service training sessions, or statewide conventions. His/her regular salary shall continue during the workshop-training period. The Association reserves the right to assign employees wishing to attend sessions.
- F. In the event Professional Development involving all employees is being planned by the District, every effort will be made to inform the Association and to reach mutual agreement on a JESA member for inclusion, should a committee be formed for this purpose. Professional Development planned for employees with Association involvement shall be mandatory for attendance, with any exceptions to be approved by the Assistant Superintendent for Human Resources and Secondary Curriculum.
- G. Employees may enroll in appropriate colleges or educational facilities for courses that would directly relate to their employment with the School District. Fees for approved classes shall be paid for by the Board of Education after evidence of satisfactory completion. (See Appendix E)

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, and supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association, and shall constitute the entire agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party until such amendment or Agreement has been duly ratified by both parties.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and application shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed or hereafter employed by the Board during the duration of the Agreement.
- D. The Board and the Association agree to the principle that differences shall be resolved by the appropriate and peaceful means concerning any matter which is subject to the grievance procedure, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action in such cases against the Board. As used herein, the term "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full faithful and proper performance of the duties of employment, for the purpose of inducing,

influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Failure of employee(s) to return to his/her workstation upon request by the Board shall result in disciplinary action up to and including discharge.

- E. An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in Local Government and School District Fiscal Accountability Act.

This clause is included in the Agreement because it is legally required by State law. The parties did not agree to this provision. By signing this Agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or the Employer. The Union reserves all rights to assert that this clause is unenforceable.

ARTICLE XVII - DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2016, and shall continue in effect through June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

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

**JACKSON EDUCATIONAL SECRETARIES
ASSOCIATION**
Jackson, Michigan

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

BY _____
For the Association

BY _____
For the Board

BY _____
Maureen McCallister, UniServ Director

BY _____
Jeff Beal, Superintendent

APPENDIX A

CLERICAL AND FISCAL GROUP CLASSIFICATION PLAN

GRADE	POSITION/JOB TITLE	WEEKS-INFORMATIONAL
15	Clerk Typist, Switchboard Operator	43, 44
15	Attendance Clerk (High School; Parkside)	43
15	Account Clerk (Transportation; Purchasing)	43, 52
15	School Secretary (Secondary)	44, 52
15	Department Secretary (Athletics; Transportation)	43, 48, 52
15	Account Clerk (Payroll)	52
15	Account Clerk (Purchasing)	52
16	School Secretary (Elementary; Dibble, Sharp Park, Frost, Cascades, Bennett, Hunt, McCullough, Northeast)	
16	Bookkeeper (District, High School, Parkside)	52
16	Administrative Secretary (High School; Student Services; Parkside / Wilson; Maintenance; Technology Department)	52
16	Secondary School Scheduling Secretary (Wilson)	52
16	High School Record Secretary	52
16	Student Accounting / Data Specialist	52
16	Payroll Clerk	52

Appendix B

CLERICAL AND FISCAL GROUP SALARY SCALE INDEX

Grade

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

JESA HOURLY RATES

Effective July 1, 2016 – June 30, 2017

1% Wage increase
Employees shall advance steps

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	11.46	12.03	12.63	13.27	13.93	14.63	15.36
11	12.03	12.63	13.27	13.93	14.63	15.36	16.13
12	12.63	13.27	13.93	14.63	15.36	16.13	16.93
13	13.27	13.93	14.63	15.36	16.13	16.93	17.78
14	13.93	14.63	15.36	16.13	16.93	17.78	18.67
15	14.63	15.36	16.13	16.93	17.78	18.67	19.60
16	15.36	16.13	16.93	17.78	18.67	19.60	20.58
17	16.13	16.93	17.78	18.67	19.60	20.58	21.61
18	16.93	17.78	18.67	19.60	20.58	21.61	22.68

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

52-Week Employee	2080 Hours
46-Week Employee	1840 Hours
44-Week Employee	1760 Hours
43-Week Employee	1720 Hours

JESA HOURLY RATES

Effective July 1, 2017– June 30, 2018

1% Wage increase
Employees shall advance steps

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	11.57	12.15	12.76	13.39	14.06	14.77	15.50
11	12.15	12.76	13.39	14.06	14.77	15.50	16.28
12	12.76	13.39	14.06	14.77	15.50	16.28	17.09
13	13.39	14.06	14.77	15.50	16.28	17.09	17.95
14	14.06	14.77	15.50	16.28	17.09	17.95	18.85
15	14.77	15.50	16.28	17.09	17.95	18.85	19.79
16	15.50	16.28	17.09	17.95	18.85	19.79	20.78
17	16.28	17.09	17.95	18.85	19.79	20.78	21.82
18	17.09	17.95	18.85	19.79	20.78	21.82	22.90

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

52-Week Employee	2080 Hours
46-Week Employee	1840 Hours
44-Week Employee	1760 Hours
43-Week Employee	1720 Hours

JESA HOURLY RATES

Effective July 1, 2018– June 30, 2019

0% Wage increase
Employees shall not advance steps

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	11.57	12.15	12.76	13.39	14.06	14.77	15.50
11	12.15	12.76	13.39	14.06	14.77	15.50	16.28
12	12.76	13.39	14.06	14.77	15.50	16.28	17.09
13	13.39	14.06	14.77	15.50	16.28	17.09	17.95
14	14.06	14.77	15.50	16.28	17.09	17.95	18.85
15	14.77	15.50	16.28	17.09	17.95	18.85	19.79
16	15.50	16.28	17.09	17.95	18.85	19.79	20.78
17	16.28	17.09	17.95	18.85	19.79	20.78	21.82
18	17.09	17.95	18.85	19.79	20.78	21.82	22.90

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

52-Week Employee	2080 Hours
46-Week Employee	1840 Hours
44-Week Employee	1760 Hours
43-Week Employee	1720 Hours

**APPENDIX C
JACKSON EDUCATIONAL SECRETARIES ASSOCIATION
Jackson, Michigan**

GRIEVANCE REPORT FORM

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

Distribution of Form

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

Submit to Supervisor in Duplicate

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

LEVEL I and II

Date Cause of Grievance Occurred: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature and Date of Grievant: _____

3. Disposition of Supervisor: _____

Signature and Date of Supervisor: _____

4. Position of Grievant: _____

Signature and Date of Grievant: _____

LEVEL III

1. Date Received by Superintendent or Designee: _____
Disposition of Superintendent or Designee: _____

Signature and Date: _____

2. Position of Grievant and/or Association: _____

Signature and Date: _____

LEVEL IV

1. Date Submitted to Arbitration: _____
Disposition and Award of Arbitrator: _____

Signature and Date: _____

APPENDIX D

**JACKSON PUBLIC SCHOOLS
Employees Evaluation Form**

EMPLOYEE _____ **DATE** _____

POSITION _____ **EVALUATOR** _____

DEPARTMENT/BUILDING _____

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

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

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

Annual Evaluation

Probationary Evaluation

Administrator's Remarks:

Date

Signature of Evaluating Administrator

Employee's Comments:

I have reviewed this evaluation.

Date

Signature of Employee to signify receipt, not agreement

APPENDIX E

EMPLOYEE CONTINUING EDUCATION APPLICATION

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

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

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

Name _____ School/Dept _____

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

Course Dates _____

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

Approved Not Approved

Rationale

Associate for Human Resources _____

Date _____

APPENDIX F
JESA
Plan of Assistance to Overcome Identified Deficiencies

Name _____

School/Department _____

Assignment _____

1. **Background Information**

Training Background
Experience
Date of Prior Conference for Deficiencies

2. **Statement of Deficiency**

This section should include:

Direct reference to evaluation instrument specifying area(s) of performance or behavior as unsatisfactory.

3. **Goals and Objectives/Plan/Responsible Party**

This section should include:

Goals and Objectives

- Specific statements as to what is expected of the employee, tie to each area of deficiency

Plan

- A series of reasonable activities and timelines for each area of deficiency

Responsible Party

- What assistance will be offered by the administrator and other resources?
- Who is responsible for each activity?

4. **Monitoring System**

This section should include: A statement of conference, observations and resources to determine progress.

5. **Final Outcome**

This section should include: A final assessment of the satisfactory or unsatisfactory achievement of the program.

6. **Employee Response**

This section should include the employee response to the Final Outcome.

Name _____
(Page 2)

3. Goals and Objectives/Plan/Responsible Party

Objectives	Plan	Responsible Party

Signatures: The signatures below signify only receipt and delivery of the Plan.

Supervisor

Employee

Date

Date

Name _____
(Page 3)

5. Final Outcome

6. Employee Response

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

Supervisor

Employee

Date

Date

Copy Distribution:

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