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Master Agreement

Between

The Jefferson School District

and

**Jefferson Educational Support
Personnel Association**

July 1, 2010-June 30, 2012

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1 **Article 1**

2 **Purpose and Intent**

3
4 A. It is the purpose and intent of the parties to this Agreement to promote and
5 ensure harmonious relations, cooperation, and understanding between the Board
6 and the employees covered by this Agreement, to ensure true collective
7 bargaining, and to establish standards of wages, hours, working conditions, and
8 other conditions of employment.

9
10 B. The terms “employee” and “bargaining unit member” as used herein shall include
11 all personnel included in Article 2. Wherever in this Agreement the masculine
12 pronoun or the feminine pronoun is used, the reference is to all bargaining unit
13 members, regardless of gender.
14

15 **Article 2**

16 **Recognition**

17
18 The Jefferson Schools Board of Education, hereinafter referred to as the Board, does
19 hereby recognize the Jefferson Educational Support Personnel Association affiliated
20 with the Michigan and National Education Associations (JESPA-MEA/NEA)
21 hereinafter referred to as the Union, as the sole and exclusive representative of the
22 bargaining unit described below for purposes of collective negotiations and
23 representation as described under pertinent provisions of Public Act 379 of the
24 Michigan Public Acts of 1965:
25

26 All Custodial-Maintenance employees, including Day Leaders, Afternoon Leaders,
27 Midnight Leaders, Skilled Maintenance, Grounds Keeper and Maintenance, Grounds
28 Keeper and Maintenance Assistants, Head Transportation Mechanic, Assistant
29 Transportation Mechanic, and Custodian/Maintenance, and Maintenance/Custodial
30 Utility but excluding Supervisors.
31

32 **Article 3**

33 **Financial Responsibilities and Payroll Deductions**

34
35 A. All employees who are members of the bargaining unit, or who become
36 employees in the bargaining unit who are not already members of the union, as a
37 condition of continued employment shall either:
38

1 1. Sign and deliver to the Board an assignment authorizing deduction of
2 membership dues of the Association (including local, and the National and
3 Michigan Education Association).

4 Or

5 2. Cause to be paid to the Association a representation fee equal to the
6 membership dues, or should the non-member so elect, his/her proportionate
7 share of all constitutionally permissible fees. Said fees shall be paid to the
8 Association within 120 working days after the commencement of
9 employment or by signing and delivering to the Board an assignment
10 authorizing deduction of the representation fee.

11
12 The association shall provide a non-member sufficient information covering the
13 amount of the membership dues as to enable him/her to determine the propriety
14 of the non-member representation fee.

15
16 B. In the event that neither of the provisions of Paragraph A are met, the Board,
17 upon receiving a written and signed complaint from the Association indicating
18 that the employee has failed to comply with either condition, shall process said
19 complaint by affording the accused employee of a due process hearing before
20 the Board of Education. If it is determined by the Board of Education that the
21 employee has failed to pay the dues/fees as contained in Paragraph A, then the
22 employee shall be discharged.

23
24 It is expressly understood that political action funds or other constitutionally
25 impermissible costs cannot be included in the non-member representation fee of
26 an objecting non-member. The Association shall provide sufficient information
27 to a non-member in order for him/her to gage the propriety of the non-member
28 representation fee. The due process hearing referred to above before the Board
29 of Education, shall not take place until the non-member shall have been
30 afforded all constitutional rights as specified in Chicago Teachers Union vs.
31 Hudson, 106, S CT 1066 (1986), and such other applicable cases, and the
32 signed complaint by the Association herein referred to above shall certify the
33 same and acknowledge that the Union's responsibility for according such
34 constitutional rights has been fulfilled and that the Association assumes all
35 liability thereof as specified in Paragraph B of this Article.

36
37 C. The Board agrees to deduct from the salaries of members dues for the
38 Association, the Michigan Education Association and the National Education

1 Association, or a non-member's representation fee when voluntarily authorized
2 in writing by each member desirous of having such dues deducted.

3
4 D. Regular dues or the non-member's representation fee for any or all of the above
5 stated organizations shall be deducted together, as one deduction in ten equal
6 installments.

7
8 E. Dues authorizations, once filed with the Superintendent, shall continue in effect
9 until a revocation form in writing and signed by the employee is filed with the
10 Superintendent and the Treasurer of the Association. It is expressly understood
11 that the Superintendent and the Board need only honor one authorization form
12 per year per employee.

13
14 F. The Association shall, on or before the first day of each school year, give written
15 notification to the Superintendent of the amount of its dues and those of the
16 MEA and NEA and the amount of the non-member's representation fee which
17 are to be deducted in the coming school year, under such authorizations.

18
19 G. The Board shall deduct the initiation fee and Union dues or service fees from
20 each employee's pay and transmit a copy of the deduction register to the Union
21 Treasurer each pay period, together with a listing of each employee, the
22 employee's identification number, and the amount that is deducted from each
23 employee each pay. It is provided, however, that the Union shall have
24 submitted to the Board an authorization card signed by the employee from
25 whose pay said deduction are to be made.

26
27 H. All refunds claimed for deductions under such dues authorizations shall lie
28 solely with the Association. The Association agrees to reimburse any employee
29 for the amount of any deduction deducted by the Board and paid to the
30 Association, when said deduction is by error in excess of the proper deduction,
31 and agrees to hold the Board harmless from all claims of excessive deductions.

32
33 I. Any dispute between the Association and the Board which may arise as to
34 whether or not an employee properly executed or properly revoked an
35 authorization card pursuant to this Article shall be reviewed with the employee
36 by a representative of the Board. Until the matter is resolved, no further
37 deductions shall be made. The Board assumes no liability for the authenticity,
38 execution or revocation of the authorization form.

1 J. The Association, with its own attorneys, will save the Board harmless from any
2 and all costs, including witnesses and attorney fees or other incidental costs of
3 prosecution or defense or any liability resulting from the prosecution or defense
4 of any action claimed or otherwise to which the Board of Education may be
5 liable by virtue of enforcing the provisions of this article.
6

7 **Article 4**
8 **Check – Off**
9

10 Such Union dues or service fees, as and when deducted, shall be kept separate from
11 the Board's general funds, shall be deemed trust funds, and shall be forwarded to the
12 Union forthwith.
13

14 **Article 5**
15 **Non-Discrimination**
16

17 The Board and the Union recognize their responsibilities under Federal, State and
18 local laws pertaining to fair employment practices as well as the moral principles
19 involved in the area of Civil Rights. Accordingly, both parties reaffirm by this
20 Agreement the commitment to not discriminate against any person or persons
21 because of race, creed, color, religion, gender, age, disability conditions, or national
22 origin.
23

24 **Article 6**
25 **Visitation**
26

27 Upon request by the Union, and approval of the Director of Support Services and the
28 presentation of proper credentials, officers or accredited representatives of the Union
29 shall be admitted onto the Board's premises during working hours for the purposes of
30 ascertaining whether or not this Agreement is being observed by the parties, or for
31 assisting in the adjusting of grievances, provided said visitation shall not disrupt
32 orderly operations.
33

34 **Article 7**
35 **Officers**
36

37 A. The elected officer's names shall be furnished to the Board in writing by the
38 Union.
39

1 B. The Board shall supply the President and Uniserv Director with the following
2 information within the first (1st) week of a newly-hired employee's employment:
3 Name, date of hire, social security number, classification, job location, and
4 working hours.
5

6 **Article 8**

7 **Rights Of The Board Of Education**
8

9 The Board shall have the right to exercise customary and regular functions of
10 management; including the rights to hire, promote, transfer or suspend, discharge, or
11 demote employees for just cause, subject however, to the employee's right to bring a
12 grievance if any provisions of this Agreement are violated by the exercise of such
13 management function.
14

15 All rights, powers and interests which have not been expressly granted to the Union
16 by the provisions of this Agreement are reserved to the Board.
17

18 **Article 9**

19 **Safety**
20

21 The Board will take reasonable measures in order to prevent and eliminate any
22 present or potential job hazards which the employee may encounter at his place of
23 work in accordance with the provisions of the Occupational Safety and Health Act,
24 and State and Local regulations as applicable to school districts.
25

26 It is the employee's duty and responsibility to report any and all known possible
27 safety hazards in writing to the Director of Support Services, prior to any complaint
28 being filed with investigating agencies. Hazards which present an immediate danger
29 shall be reported verbally to the Director of Support Services and then in writing as
30 soon as possible.
31

32 **Article 10**

33 **Jurisdiction**
34

35 Persons not covered by the terms of this Agreement shall not perform work covered
36 by this Agreement, except for the purposes of instructional training, experimentation,
37 or in cases of emergency.
38
39

1 **Article 11**
2 **Contractual Work**
3

4 The right of contracting or sub-contracting is vested in the Board. The right to
5 contract or sub-contract shall not be used for the purpose of undermining the Union,
6 or to discriminate against any of its members.
7

8 **Article 12**
9 **Seniority**
10

11 A. Seniority Defined. Seniority shall be defined as the total service in the
12 bargaining unit, computed from the first day the employee reported for work. All
13 employees henceforth hired to begin work on the same day shall use their
14 Social Security number (last four numbers – highest 4 numbers has highest
15 seniority) to determine their placement on the seniority list. Seniority is
16 continuous, uninterrupted service in the bargaining unit, and as explained
17 below.
18

19 B. Acquiring Seniority. Seniority is acquired by an employee from the first day of
20 work in a bargaining unit position, except that no seniority shall be credited to a
21 new employee until the employee has satisfactorily completed 120 working days
22 probationary period. Upon completion of the 120 working days probationary
23 period a new employee shall then be credited with seniority from the date the
24 employee began work in the bargaining unit.
25

26 C. Seniority Lists. No later than August 1st of each year, the Board shall cause to
27 be published and posted an updated seniority list, except that such a seniority
28 list agreed to by the parties shall be published and posted thirty (30) calendar
29 days following the ratification of this current Agreement by both parties.
30

31 D. Loss of Seniority and Job Termination. All seniority is lost, and the employee
32 shall be terminated when the employee:
33

34 1. Resigns.
35

36 2. Is discharged and such discharge is not reversed through the grievance
37 procedure.
38

39 3. Fails to report for work at the termination of a leave of absence.

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4. Fails to report for work within one (1) week upon recall from layoff. The one (1) week window may be extended with mutual agreement of the Union and the administration.

5. Leaves to accept work outside the bargaining unit.

6. Retires.

E. Full Time Seniority. An employee will earn and accrue full time seniority for full time work. Full time work is defined as twenty (20) hours or more of work per week.

F. Half Time Seniority. An employee will earn and accrue one-half (.5) time seniority for regular part time work of less than twenty (20) hours per week.

G. Seniority During Leaves of Absence and Layoff. Seniority will continue to accrue while an employee is on an approved paid leave of absence. Seniority will not accrue while an employee is on unpaid leave of absence, except as follows:

1. The employee is on a Military Leave of Absence. For the first four (4) years of such military leave, or the employee is required to serve additional time in the military as a result of national emergency, or;

2. The employee is active in the National Guard or a branch of the Armed Reserves for the purpose of fulfilling the employee's obligation for annual field training, or in the event the employee is ordered to report for active duty in such National Guard or Armed Reserve, or;

3. The employee is on a maternity or child care leave for one (1) year or less if Doctor ordered, or;

4. The employee is on an unpaid sick leave of one (1) year or less, or;

5. The employee is on layoff for one (1) year or less, or;

6. The employee is on an approved education leave, or;

1 two (2) years or less seniority shall remain on the recall list for two (2) years. An
2 employee having more than two (2) years seniority shall remain on the recall list
3 for a time equal to service based on the current seniority list but not to exceed
4 four (4) years.

5
6 **DISPLACEMENT**

7
8 Any employee displaced shall have the right to displace any lesser senior employee
9 in his/her classification, as defined under Lay Off in this Article, with equal or more
10 hours where he/she possesses the necessary qualifications.

11
12 Definition of Displacement includes:

- 13
14 1. Loss of hours
15
16 2. Change of hours
17
18 3. Change of shift
19
20 4. Change of shift days worked
21
22 5. Change of buildings

23
24 **Article 14**
25 **Employee And Union Rights**
26

27 A. Legal. It is expressly understood that employees are endowed with all the rights
28 and protections afforded by the laws, statutes and Constitutions of the United
29 States and the State of Michigan. Specifically pursuant to provisions of the
30 Michigan Public Employment Relations Act (PERA), the Board hereby agrees
31 that every employee shall have the right freely to organize, join, and support the
32 Union for the purpose of engaging in collective bargaining and employee
33 representation. Accordingly, the Board agrees that it will in no way discourage,
34 deprive, or coerce any employee in the enjoyment of these rights.

35
36 B. Meetings. The Union and its representatives shall have the right to meet in a
37 designated area of a school building with the notification to appropriate
38 representative(s) of the Board, whose approval shall not be unreasonably
39 withheld.

1
2 C. Equipment Use. The Union will be permitted to limited use of school office
3 equipment with prior Administrative approval (example: typewriter/projector/
4 copy machine – one or two copies) at reasonable times, when such equipment
5 is not otherwise in use. No equipment may be removed from the school
6 premises for the Union’s use without Administrative approval.
7

8 D. Notices, Insignia. The Union will be permitted to post notices of its activities and
9 matters of Union concern on break room bulletin boards. The Union may use
10 the school district mail service and employee mail boxes for official
11 communications to its members. Employees may wear insignia pins or other
12 identification of membership in the Union.
13

14 E. Data Requests. The Board agrees to furnish to the Union (without cost) in
15 response to reasonable written requests, all information covered under the
16 Freedom of Information Act. The Board will also provide to the Union
17 information which can legally be released and which might reasonably be
18 necessary for the Union to process any grievance or complaint. All the above
19 requested information will be given to the Union within five (5) working days, or
20 as soon as possible, of the day such request was made.
21

22 F. Association Days. Fifteen (15) days per contract year, at the Association’s
23 expense, will be granted the Association. These days will be requested at least
24 three (3) working days in advance, in writing. These days will be used at the
25 discretion of the President of the Union for Union and/or job related workshops
26 or training sessions. At no one time shall more than three (3) employees be
27 released under this provision. Requests must be countersigned by the
28 President of the Association.
29

30 Article 15

31 Transfer And Promotional Procedures

32 Section 1. Vacancies

33
34 A. Notice of all vacancies and newly created positions shall be posted on
35 employee bulletin boards within one (1) pay period from the date of vacancy or
36 the establishment of the new position and the employees shall be given five (5)
37 working days time in which to make application to fill the vacancy or new
38 position. The Board shall notify the President in writing within five (5) working
39 days from the date that all of the bids are due, as to the name of the employee

1 who has been awarded the new or vacant position. The Board shall make
2 available standard bid slips which will be used by the employees when bidding
3 for an open position.

- 4
- 5 B. The senior employee making application shall be transferred to fill the vacancy
6 or new position, provided the employee has the necessary qualifications to
7 perform the duties of the job involved. Newly created positions or vacancies are
8 to be posted in the following manner, the type of work, the shift, the starting
9 date, the rate of pay, the number of hours to be worked, the classification, and
10 the building to which the employee is to be assigned.

11

12 When management uses its right to test candidate(s) in order to evaluate the
13 person's qualifications to perform the work, the results of the testing will be on a
14 "Pass/Fail" basis.

- 15
- 16 C. All vacancies shall be filled as soon as possible.

17

18 Section 2. Probationary Period – Vacancies

19

20 A. Transferred Employee

21

22 A transferred employee shall serve a probationary period of thirty (30) calendar days
23 at the employee's rate of pay for the position being served. During the thirty (30)
24 calendar days probationary period the employee may request to be returned to
25 his/her former position and the Board shall honor such request, or in the event that
26 the employee's work performance is unsatisfactory, the Board shall have the right to
27 return the employee to his/her former position. In the event that the Board returns
28 the employee to his/her former position, the Board shall give the affected employee
29 the written reason or reasons as to why his/her work performance was not
30 satisfactory. During the time period that the employee is serving the thirty (30)
31 calendar days probationary period, the Board may fill the vacated position with a
32 substitute employee. Upon satisfactory completion of the thirty (30) calendar days
33 probationary period the vacated position shall then be posted for bidding and filled as
34 specified under Paragraph (a) and (b) of Section One of this Article. For an
35 employee transferred during the summer, the thirty (30) calendar days probationary
36 period would begin with the start of school in September.

37

38 By mutual consent between the administration and the union, the thirty (30) calendar
39 days may be extended to a maximum of an additional thirty (30) calendar days.

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B. New Employee

A new employee shall serve a probationary period of 120 working days. In the event that the employee's work performance is unsatisfactory during this 120 working days probationary period, the Board shall have the right to dismiss the employee. In the event that the Board dismisses the employee, the Board shall give the affected employee the written reason or reasons as to why his/her work performance was not satisfactory.

Section 3. Temporary Vacancies

The Board shall have the right to hire a temporary employee during the time that an employee who is covered by this Agreement is not on the job for an extended period of time, after the present employees who are not working full time have first been given the opportunity to increase their hours, and such temporary employee shall not be covered under the terms of this Agreement. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is due or scheduled to report back to his/her regular work assignment. If it is determined that the regular employee will not be returning to the job, that position will then be considered to be vacant and will be filled as specified in Paragraphs (a) and (b) of Section 1 of this Article.

Section 4. Temporary Transfers

A. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit, shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred, whichever is higher effective after the fifth (5) day.

B. Temporary transfers shall be for a period of no longer than thirty (30) calendar days except in the event that both parties mutually agree to extend the temporary transfer beyond the thirty (30) calendar day time period. In the event that it is not mutually agreeable between the Board and the employees involved to extend the temporary transfer beyond the thirty (30) calendar day time period, the position shall then be considered an open position and posted for bidding.

1 Section 5. Replacement of Leader

2
3 In the absence of any leader, the position shall be offered to the highest seniority
4 person on that shift or within the building if there is only one (1) employee on the
5 affected shift. There shall be no double shifts as a result of any transfer.

6
7 Section 6. Assignment

8
9 The Building Custodian may be temporarily shifted to and from different work stations
10 within his/her building for training purposes. In the event that the Board desires to
11 shift a Building Custodian to a different work station within the Building for the
12 purpose of better cleaning and maintenance of the building, the Board will first
13 contact the Union, and meet with the Union to discuss the shift and the justifiable
14 reasons for the shift, prior to any reassignment of such employee(s). Such decisions
15 shall be final.

16
17 **Article 16**

18 **New Jobs**

19
20 A. The Board shall notify the Union President and Uniserv Director in writing when
21 a new job or classification is required during the term of this Agreement. In the
22 event that the new job or classification cannot be properly placed into an
23 existing classification by mutual agreement between the parties, the Board shall
24 place into effect the new job or classification and a rate of pay for the job in
25 question, and shall designate the classification and pay rate as temporary. The
26 Board shall notify the Union in writing of any such temporary job which has been
27 placed into effect upon the institution of such job.

28
29 B. The new classification and rate of pay shall be considered as temporary for a
30 period of thirty (30) calendar days, following the date of written notification to the
31 Union President and Uniserv Director. During this thirty (30) calendar day
32 period, but not thereafter, during the life of this Agreement, the Union may
33 request in writing that the Board negotiate the rate of pay. The negotiated rate,
34 if higher than the temporary rate, shall be applied to the date the employee first
35 began working in the temporary classification except as otherwise mutually
36 agreed. In a case where the majority vote of the Board and the Unit are unable
37 to agree on the rate of pay, the issue may be submitted to the grievance
38 procedure. When a new classification has been assigned a permanent rate of
39 pay, either as a result of the Union not requesting negotiations for the temporary

1 classification during the specified period of time, or as a result of final
2 negotiations, or upon resolving the matter through the grievance procedure, the
3 new classification shall be added to and become a part of Schedule A and
4 Article 2 as defined in Article 15, Section 1 of this Agreement.

5
6 **Article 17**

7 **Discipline – Discharge**

8
9 A. Dismissal, suspension and/or any other disciplinary action shall be only for just
10 and stated causes, which shall be given to the employee in writing. The
11 employee shall have the right to defend himself/herself against any and all
12 charges. When the Board feels disciplinary action is warranted, such action
13 must be initiated within five (5) working days of the date it is reasonable to
14 assume that the Board first became fully aware of the conditions giving rise to
15 the discipline: Causes which shall be deemed sufficient for dismissal,
16 suspension and/or other disciplinary action include but are not limited to the
17 following: drunkenness, dishonesty, insubordination, moral turpitude, or violation
18 of Board rules.

19
20 B. An employee may be dismissed, suspended, or disciplined pending
21 investigation, and if the dismissal, suspension, or disciplinary action is found to
22 be without justification, the employee shall be reinstated with full back pay, full
23 seniority rights and all fringe benefits that the employee would have earned
24 during the dismissal or suspension period. If the dismissal is sustained, or the
25 suspended employee is not reinstated through the grievance procedure, the
26 employee shall be deemed dismissed as of the date such action was taken.
27 Said actions shall be given in writing to the President and Uniserv Director.

28
29 C. In the event that another employer would request information from the Board of
30 the employee regarding his/her personnel file, the Board would forward such
31 written information to that prospective employer pertaining to the personnel
32 records of that employee, provided a signed request authorizing the release of
33 specific information by the employee is received.

34
35 **Article 18**

36 **Unpaid Leave Of Absence**

37
38 A. An employee who becomes ill, injured or involved in an accident which is
39 noncompensable under the Worker's Compensation Law, and is physically

1 unable to report to work, and has exhausted all means of allowable
2 compensation from the Board, shall be granted a leave of absence for up to one
3 (1) year, which may be extended upon approval of the Board of Education,
4 provided the employee notifies the Board of the necessity thereof, and provided
5 further that the employee supplies the Board with a statement from his/her
6 medical or osteopathic doctor of the necessity and length of time for such
7 absence and for the continuation of such absence when the same is requested
8 by the Board.

9
10 B. Leaves of absence may be granted for physical or mental illness, or prolonged
11 serious illness in the employee's immediate family, which includes husband,
12 wife, children, or parents of the employee.

13
14 C. Leaves of absence may be granted for a specified period of time for training
15 related to an employee's regular duties in an approved educational institution.

16
17 D. Family and Medical Leave Act

18
19 1. The Family and Medical Leave Act of 1993 (FMLA) provides that an
20 eligible employee shall be entitled to a total of twelve (12) work weeks of
21 unpaid leave during any 12-month period for one or more of the following:

22
23 a. Because of the birth of a son or daughter of the employee and in
24 order to care for such son or daughter.

25
26 b. Because of the placement of a son or daughter with the employee for
27 adoption or foster care.

28
29 c. In order to care for the spouse, or a son, daughter, or parent, of the
30 employee, if such spouse, son, daughter, or parent has a serious
31 health condition.

32
33 d. Because of a serious health condition that makes the employee
34 unable to perform the functions of the position of such employee.

35
36 e. Other qualifying reasons, as specified under federal FMLA legislation.

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2. For a serious health condition, an eligible employee may elect or the employer may require to substitute any of the accrued sick leave of the employee for leave. Paid leave time, where applicable, shall count toward FMLA.
3. Leaves of absence, up to a maximum of twelve work weeks as provided by FMLA, without pay, will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son or daughter, or parent.
4. During this twelve work week absence, insurance-eligible employees will be entitled to Board paid insurance protection as if the employee was currently working. If the employee fails to return upon completion of the leave and the employee fails to return to work for a reason other than the continuation, reoccurrence, or onset of a serious health condition that entitles the employee to leave under subparagraphs (C) or (D) of Section 2612 (a)(1) of the FMLA – or other circumstances beyond the control of the employee, the employee shall reimburse the District health insurance premiums paid by the employer.
5. “Parent” means the biological parent or an individual who stood in *loco parentis* to an employee. The term “son or daughter” is defined as biological, adopted, or foster child, a stepchild, legal ward, or a child of a person standing in *loco parentis*.
6. “Serious health condition” means an injury, illness, impairment, or physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.
7. All provisions or procedures contained within Section 4 of this Article will conform to the statutory requirements provided under the federal FMLA.
8. Seniority shall accrue for up to 60 days during an FMLA leave of absence.

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- E. The reinstatement rights of any employee who enters the military service of the United States by reason of an Act or law enacted by the Congress of the United States, or who may voluntarily enlist during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.

- F. Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event that the employees are ordered to active duty for the purpose of handling civil disorder, provided such employees make written request for such leave of absence immediately upon receiving their orders to report for such duty. An employee may use vacation days for such duty.

- G. An employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union, whose duties require his/her absence from work, shall be granted a leave of absence for one (1) term of office or position, which may be extended upon approval by the Board of Education.

- H. A leave of absence shall be granted for an employee who is either elected or appointed to a Civic or Political position that would require the employee's absence from work.

- I. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee, and a copy sent to the Union.

- J. An employee who meets the requirements of any section as herein before specified shall be granted a leave of absence without pay, and shall accumulate seniority as per Article 12. The employee shall be entitled to resume his/her regular seniority status and all job and recall rights at the conclusion of the leave. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and/or the Board.

Article 19
Grievance Procedure

1
2
3
4 Definitions:

5
6 A. A grievance shall be defined as an alleged violation, misinterpretation or
7 misapplication of the express terms of this Agreement.
8

9 B. For the purpose of processing grievances, working days shall be defined as
10 Monday through Friday, excluding paid holidays. One (1) designated
11 representative of the Grievance Review Board, as identified by the JESPA
12 President, will be allowed to take time off with pay for the purpose of
13 investigating possible grievances and attending grievance meetings with the
14 administration upon arrangements being made with the Director of Support
15 Services.
16

17 C. The time elements in the steps may be shortened, extended or waived upon
18 written mutual agreement between the parties.
19

20 D. The failure of the Board's administrative representative at Step Two to comply
21 with the requirements of this Agreement regarding holding a meeting to discuss
22 the grievance issues and issuing a decision on the grievance within the time
23 limits set forth in that Step Level of the Grievance Procedure, shall permit the
24 Association to file an appeal of the grievance to the next higher Step of the
25 Grievance Procedure (but the absence of a written decision on the grievance
26 shall not be deemed to be an admission by the School District as to the
27 substantive merits of said grievance). The time for filing such an appeal shall be
28 measured from the date on which the administrator's response to the grievance
29 was due.
30

31 The failure of the Superintendent (or his/her designee) at Step Three of the
32 Grievance Procedure to comply with the requirements of this Agreement
33 regarding holding a meeting and issuing a decision on the grievance within the
34 time limits set forth in that Step Level of the Grievance Procedure shall permit
35 the Association to pursue, at its discretion, any of the following options:
36

37 1. The Association may elect to drop the grievance at that point.
38

- 1 2. The Association may elect to file with the Superintendent a written “Second
2 Demand for Response to Grievance” (a copy of which shall also be
3 submitted to the Board Personnel Committee) not later than five (5)
4 working days after the date on which the Superintendent’s response to the
5 original appeal of the grievance was due. In the event of filing of such a
6 Demand, the Superintendent shall have five (5) working days from the date
7 of receipt of the Second Demand for Response to issue a decision on the
8 grievance. It is understood that the Board Personnel Committee has
9 discretionary authority to decide whether to specifically direct the
10 Superintendent to issue a decision in response to the Second Demand (but
11 the Committee’s decision in this regard shall not be subject to review by a
12 contract grievance arbitrator).
- 13
- 14 3. The Association may elect to file an appeal of the grievance to the next
15 higher Step (Step Four – Board of Education) but the absence of a written
16 decision on the grievance by the Superintendent shall not be deemed to be
17 an admission by the School District as to the substantive merits of said
18 grievance.

19

20 The time for the Association to pursue either option (2) or (3) above shall be
21 measured from the date on which the Superintendent’s response to the original
22 grievance was due.

- 23
- 24 E. Any employee or Union grievance not presented for disposition through the
25 grievance procedure within five (5) working days of the occurrence of the
26 condition giving rise to the grievance, or within five (5) working days of the date
27 it is reasonable to assume that the employee or the Union as the case may be,
28 first became aware of the conditions giving rise to the grievance, unless the
29 circumstances made it impossible for the employee or the Union as the case
30 may be, to know prior to the date that there were grounds for such a claim, the
31 grievance shall not hereafter be considered a grievance under this Agreement.

32

33 **PROCEDURE**

34

35 **Step One**

36

37 Any employee having a grievance shall discuss it with his/her immediate supervisor
38 and then if the grievance is not settled orally, the employee may request a meeting

1 with the Grievance Chairperson to discuss the grievance. The employee may request
2 written confirmation of the oral discussion.

3
4 **Step Two**

5
6 A. The Grievance Chairperson then may submit the grievance in writing within the
7 five (5) working day filing deadline set forth in “Definitions – Section E” above, to
8 the Director of Support Services, stating the remedy or correction requested,
9 plus the facts upon which the grievance is based and the alleged contract
10 violation. The employee and the Grievance Chairperson shall sign the
11 grievance. Upon receiving the grievance, the Director of Support Services shall
12 sign and date a receipt of delivery of the grievance from the Grievance
13 Chairperson. A meeting shall be set within five (5) working days of the filing of
14 the written grievance to discuss the grievance. This meeting shall be at the call
15 of the Administration. The Grievance Chairperson shall have the right to file
16 Association Grievances.

17
18 B. The Director of Support Services shall give his/her decision in writing on the
19 grievance within five (5) working days of his/her meeting with the Grievance
20 Chairperson.

21
22 **Step Three**

23
24 A. In the event that the decision of the Director of Support Services is not
25 satisfactory, the grievance may in the discretion of the Association be appealed
26 to the Superintendent of Schools within five (5) working days from the date of
27 receipt of the decision of the Director of Support Services. The Superintendent
28 of Schools shall meet with representatives of the Association at a time mutually
29 agreeable to them.

30
31 B. The Superintendent of Schools shall give his/her decision in writing within ten
32 (10) working days of the date of the meeting with the representatives of the
33 Association.

34
35 C. In the event that the Superintendent of Schools does not timely comply with the
36 requirements of this Agreement regarding holding a meeting and issuing a
37 decision on the grievance within the time limits set forth in this section, and in
38 the further event that the Association elects to address this circumstance by
39 timely (within the five {5} working day filing deadline set forth in “Definitions –

1 Section D" above) filing a "Second Demand for Response to Grievance", the
2 Superintendent of Schools shall have five (5) working days to issue a written
3 response to the grievance. In the event that the Superintendent still fails to issue
4 a written response to the grievance after receipt of the "Second Demand", the
5 Association may appeal in accordance with the procedures set forth in "Step
6 Four" below.

7
8 **Step Four**

9
10 A. Any appeal of a decision rendered by the Superintendent of Schools (or of the
11 failure of the Superintendent to timely respond to a "Second Demand for
12 Response to Grievance") must be presented in writing to the Board of Education
13 within five (5) working days from the date of receipt of the decision rendered by
14 the Superintendent of Schools (or, in the case of a "Second Demand for
15 Response", the date on which the Superintendent's response to the "Second
16 Demand" was due). The Board of Education shall hear any timely appealed
17 grievances within the next thirty (30) calendar days or the first meeting after the
18 thirty (30) days.

19
20 B. The Board of Education shall give its decision in writing on the grievance within
21 ten (10) working days of the date of the meeting at which it considered the
22 grievance (or its next regular meeting if the Board elects to defer decision for
23 any reason).

24
25 **Step Five – Arbitration**

26
27 A. If the appealing party is not satisfied with the disposition of the grievance by the
28 Board of Education, then within fifteen (15) calendar days from the date of
29 receipt of the answer given by the Board of Education, the grievance may be
30 submitted to arbitration by the Association.

31
32 B. If the Association is not satisfied with the disposition of the grievance by the
33 Board, only the Association, and not the individual member, may submit the
34 grievance to arbitration before an impartial arbitrator. If the parties cannot agree
35 as to the arbitrator within fifteen (15) calendar days from the notification date
36 that arbitration will be pursued, he/shall be selected by the American Arbitration
37 Association in accord with its rules which shall likewise govern the arbitration
38 proceeding.

- 1 C. Both parties agree to be bound by the award of the Arbitrator. The Arbitrator
2 shall have no power to alter, add to, subtract from or modify any of the terms of
3 this Agreement or any amendments hereof, or to specify the terms of a new
4 Agreement or to substitute his/her discretion for that of the parties hereto.
5
- 6 D. The Arbitrator, the Association or the Board may call any relevant person as a
7 witness in any arbitration hearing.
8
- 9 E. Each party shall be responsible for the expenses of the witnesses that they may
10 call.
11
- 12 F. The fees, expenses and filing fees of the Arbitrator shall be borne equally by the
13 parties.
14
- 15 G. The Arbitrator shall render his/her decision in writing not later than thirty (30)
16 calendar days from the date of the conclusion of the arbitration hearing, or thirty
17 (30) days from the date of filing briefs, if requested.
18
- 19 H. The decision of the Arbitrator shall be final, conclusive and binding upon all
20 Employees, the Board and the Association.
21

22 **Article 20**
23 **Hours And Work Week**
24

25 Section 1. Work Week and Work Day
26

- 27 A. The regularly scheduled work week shall consist of forty (40) hours, beginning
28 at 12:01 a.m. Monday and ending 120 hours thereafter fifty-two (52) weeks a
29 year.
30
- 31 B. The midnight shift regularly scheduled work week shall consist of forty (40) hours
32 beginning at 11:01 p.m. Sunday and ending one hundred twenty (120) hours
33 thereafter fifty-two (52) weeks a year.
34
- 35 C. Work shifts starting and ending times shall be as follows:
36
- | | | |
|----|--------------------|------------------|
| 37 | 1. Midnight Shift | 11 p.m. - 7 a.m. |
| 38 | | |
| 39 | 2. Day Shift | 7 a.m. - 3 p.m. |
| 40 | | |
| 41 | 3. Afternoon Shift | 3 p.m. – 11 p.m. |

1
2 Management can deviate by one (1) hour before or after the shift as set forth in
3 this article, and management can maintain the 9 a.m. to 5 p.m. shifts that are
4 currently in effect.

5
6 Should other shifts be negotiated, the shift pay would be determined by the
7 employee working over fifty percent (50%) of the time on an existing shift.

8
9 D. The normal work day shall be eight (8) consecutive hours, which shall include a
10 one-half (.5) hour paid lunch period and two (2) fifteen (15) minute rest periods.

11
12 E. Employees are required to eat their lunch in the place designated by the Board
13 and may not leave the building property without the permission of their
14 immediate superior.

15
16 Section 2. Overtime Rates Will be Paid as Follows:

17
18 A. Time and one-half (1.5) will be paid for all time compensated in excess of eight
19 (8) hours in a twenty-four (24) hour period; all time compensated in excess of
20 forty (40) hours in one work week, for which overtime has not already been
21 earned.

22
23 B. Time and one-half (1.5) will be paid for all hours compensated on the sixth (6th)
24 day.

25
26 C. Double (2) time will be paid for all hours compensated on the seventh (7th) day
27 or holidays.

28
29 D. No employee shall be required to take time off from his/her regular schedule or
30 have his/her hours reduced as a result of the Board requesting the employee to
31 report to work prior to or later than the employee's established starting time, or
32 because the employee worked over eight (8) hours in a work day.

33
34 Section 3. Reporting Pay

35
36 Any employee called to work or permitted to come to work without being notified by
37 the Board that there will be no work, or who has not been notified that there is less
38 hours than they are regularly scheduled to work, shall receive three (3) hours pay, or

1 if the employee is regularly scheduled to work less than three (3) hours per day, that
2 employee shall receive his/her regular daily pay.

3
4 Section 4. Call Back

5
6 Whenever an employee is requested to return to work after the completion of his/her
7 regularly scheduled working hours, the employee shall receive the pay for the actual
8 hours worked at the appropriate rate of pay, or a minimum of three (3) hours pay at
9 his/her straight time hourly rate, whichever is greater. In the case where the
10 employee is requested to report to work when the alarm system is activated, the
11 employee shall be paid two (2) hours pay, except the normal call back shall apply
12 when the employee is requested to perform work.

13
14 Section 5. Distribution of Overtime

15
16 Overtime shall be divided and rotated as equally as possible according to seniority
17 within the building and among those employees who regularly perform such work.

18
19 Section 6. Shift Differential

20
21 All employees who work the second (2nd) shift will receive an additional thirty-five
22 cents (\$.35) per hour for all hours worked that day. Employees who work the third
23 (3rd) shift will receive an additional fifty cents (\$.50) per hour for all hours worked that
24 day.

25
26 When employees are moved from either the second (2nd) or third (3rd) shift to the day
27 shift their pay will be based on the day shift schedule with no shift differential being
28 paid.

29
30 Section 7. Compensation

31
32 The employee shall be paid the proper rate of pay for all hours worked in the
33 performance of his/her job duties, including shift premium on overtime.

34
35 Section 8. Substitute Employees

36
37 In the event of the absence of an employee from his/her job, a substitute may be
38 called and may work the required eight (8) consecutive hours for the absent
39 employee.

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Section 9. Substitute Listing

The Board shall maintain an ample listing of substitute employees to cover the absences of custodial/maintenance employees. The Board will keep the leaders informed in writing of the names of all substitute employees.

Section 10. Summer Hours

- A. When the Afternoon or Midnight Leader is assigned to the day shift, the Afternoon or Midnight Leader will receive the base pay of a Leader.
- B. The Administration shall determine the needs (necessity) of summer building personnel. Employees needing to be reassigned shall be reassigned on the basis of seniority in that building.

Section 11. Building Checks

The need for such checks shall be determined by the Board of Education. Building checks shall be done by the building leader if deemed necessary.

Section 12. Additional Leave Time

Flex Time: Under limited conditions, an employee may make arrangements to schedule a flextime schedule for a particular day and under the following conditions:

- A. Must be requested from the immediate supervisor at least forty-eight (48) hours in advance, except in an emergency.
- B. Must normally be for two and one-half (2.5) hours or less.
- C. Make up time must be on the same day and must be during a time when the employee's duties may normally be accomplished. Such make up time must be declared in advance when requesting flextime.
- D. Building and employee security must be ensured.

- 1
2 E. All flextime is contingent upon mutual agreement and every effort will be made
3 to accommodate reasonable flextime requests. No grievance may be brought
4 by the employee nor discipline assessed by the employer for failure to agree to
5 flex time.
6

7
8 **Article 21**
9 **Sick Leave And Funeral Leave**
10

11 Section 1. **Sick Leave**
12

- 13 A. At the beginning of the school year, each employee covered by this Agreement
14 shall be credited with twelve (12) sick leave days in an individual single leave
15 bank.
16

- 17 1. The maximum allowable accumulation in the sick bank will be capped at 65
18 days for employees hired after June 30, 2007, and for current employees
19 who have sick bank accumulation of less than 65 days at contract
20 ratification.
21

- 22 2. Current employees who have accumulated 65 or more days at contract
23 ratification will have a one-time election by March 1, 2008 to either:
24

- 25 a. Maintain their current sick bank accumulation, and allow for additional
26 accumulation up to 180 days, or
27

- 28 b. Elect to reduce their sick bank down to 65 days, and receive a
29 payment for the current sick bank accumulation in excess of 65 days
30 at the rate of 50% of the current contractual rate of pay. No partial
31 redemption for accumulated sick days in excess of 65 days is allowed
32 under Option B.
33

34 The sick bank pay-off for employees electing Option B will be made in two
35 installments – 50% in the last pay cycle in June 2008, and 50% in the last
36 pay cycle in January 2009. Employees who will be receiving a sick bank
37 pay-off constitute a class who may, with approval from all class members,
38 direct the pay-off to be made in the form of an employer paid 403(b)
39 contribution. Alternatively, if all class members do not elect the employer

1 paid contribution as compensation for the sick bank pay-off, the pay-off will
2 be distributed in the employees' regular paychecks, subject to all
3 applicable federal and state payroll tax withholdings.
4

5 3. After June 30th, of each school year, any unused days in excess of the
6 employees' maximum allowable bank (either 65 days, or 180 days for
7 employees who elect Option A in Section 2 above, shall be paid at a rate of
8 fifty dollars (\$50.00) per day.
9

10 B. Sick leave shall be granted to an employee when he/she is incapacitated from
11 the performance of his/her duties by sickness, injury or for medical, dental, or
12 optical examination or treatment. Sick leave shall also be granted when a
13 member of the immediate family of the employee who does reside in the
14 household of the employee and who does require the care and attendance of
15 the employee due to illness or injury, in which case the employee may be
16 required to furnish the Board with a medical statement from a physician,
17 verifying the necessity of such absence.
18

19 C. Employees who are unable to perform their duties because of illness or
20 disability must notify their supervisor either on the day prior to their absence or
21 no less than three (3) hours prior to the time their shift begins. If an illness or
22 disability extends beyond the first (1st) day, the employee and the employee's
23 supervisor may make arrangements as to the frequency of notification of the
24 continued illness or disability. If the employee is absent because of illness or
25 disability for more than five (5) working days, the employee may be required to
26 submit to the Board a statement from a physician of the nature of the illness or
27 disability, and that the employee is able to return to work without restrictions.
28

29 D. Records of sick leave accumulated and taken shall be furnished to the
30 employees on or about July 1st of each year.
31

32 E. Employees who have exhausted their sick leave credit and are still unable to
33 work, shall be paid for any vacation days, upon written request to the Board.
34

35 F. Short term disability may be used in lieu of sick days when permitted by
36 insurance company policy. Once a decision is made it is not reversible for the
37 duration of that illness.
38
39

1 Section 2. Funeral Leave

2
3 All employees covered by this Agreement shall be granted funeral leave, with earned
4 compensation for days the employee was scheduled to work, deductible from the
5 employee's earned allowable sick leave. The days must be consecutive with and
6 include the day of the funeral. Funeral leave, with earned compensation, shall be
7 granted as follows:

- 8
9 A. A maximum of five (5) consecutive work days in the event of the death of the
10 employee's spouse, children, step-children, mother, father, step-mother, step-
11 father, brother, or sister.
12
13 B. A maximum of three (3) consecutive work days in the event of the death of the
14 employee's mother-in-law, father-in-law, grandparents, or grandchildren.
15
16 C. One (1) work day in the event of the death of the employee's aunt, uncle, sister-
17 in-law, or brother-in-law.
18

19 Additional time, when required, to a maximum of five (5) additional work days, shall
20 be granted by the superintendent and such additional time shall be charged to the
21 employee's earned allowable sick leave.
22

23 In the event of the death of an employee of the Board, funeral leave shall be
24 restricted to a representative number of employees within each building, to attend the
25 funeral, with that number to be mutually agreed upon between the Superintendent of
26 Schools and the Union President.
27

28 Section 3. Personal Business Leave

29
30 A. The parties agree there may be personal conditions or circumstances which
31 may require employee absenteeism for reasons other than heretofore
32 mentioned. The Board agrees that such leave, which is not to be deducted from
33 sick leave, may be used under the following conditions.
34

- 35 1. Days Granted. All employees may use a maximum of two (2) leave days
36 per year for personal business.
37
38 2. Leave Condition. This leave shall be used only in situations of urgency for
39 the purpose of conducting personal business which cannot normally be

1 transacted on the weekend, after school hours, or during vacation periods.
2 Personal business days may be taken for the following reasons: Medical,
3 Legal, Educational, Financial, or Domestic. Reasons for the use of such
4 personal days will be stated in writing when two (2) personal days are
5 taken consecutively.
6

7 3. Request Procedure. Employees desiring to use such a leave will submit
8 their requests on the application at least three (3) days in advance of the
9 anticipated absence except in the cases of emergency; in such case, the
10 employee shall apply as soon as possible. This form must be filed with the
11 Director of Support Services.
12

13 4. Exclusions. Such leave shall not be used for non-essential affairs such as:
14 working at a part-time job, or working for themselves in a commercial
15 enterprise, for hunting, for fishing, for shopping, or other forms of
16 recreation. Such days of absence shall not occur immediately preceding or
17 following a vacation period or holiday if avoidable.
18

19 5. Authorization. The request form shall be signed by the Superintendent or
20 authorized agent and returned to the employee requesting the leave at
21 least one (1) day prior to the requested date. Approval or rejection will be
22 so indicated on the form.
23

24 B. Additional Leave. The Superintendent may grant two (2) additional days
25 chargeable to sick leave if an emergency exists. All requests shall be
26 channeled through the Director of Support Services.
27

28 C. Violation, Consequences, and Penalties. An employee violating the provisions
29 of this article shall be subject to a deduction of salary for days improperly used,
30 and may be subject to disciplinary action.
31

32 D. Unused leave days (as per 1.a. above) will be added to the employee's sick
33 leave bank.
34

35 Section 4. Attendance Bonus
36

37 A. Employees may be eligible for an attendance bonus, payable in the first pay
38 cycle each July. Bonuses will be determined by an employees' combined sick

1 day and personal day absences, and are incremental to compensation for
2 unused days over an employees' maximum allowable sick bank:

3
4 1. Employees who use a combined total of 0-3 sick/personal days per fiscal
5 year will receive a bonus equivalent to two days pay.

6
7 2. Employees who use a combined total of 4 sick/personal days per fiscal
8 year will receive a bonus equivalent to one day pay.

9
10 3. Employees who use more than 4 total sick/personal days are not eligible
11 for an attendance bonus.

12
13 B. Attendance bonuses are incremental to compensation for unused days over an
14 employees' maximum allowable sick bank.

15
16 **Article 22**

17 **Holidays**

18
19 A. The Board will pay the normal day's pay for the following fifteen (15) holidays,
20 even though no work is performed by the employee:

21 Labor Day

22 Thanksgiving Day

23 The Day after Thanksgiving

24 Christmas Eve Day

25 Christmas Day

26 1st Working Day after Christmas & additional day

27 New Year's Eve Day

28 New Year's Day

29 Good Friday

30 Monday, Tuesday & Friday after Easter

31 Memorial Day

32 4th of July

33 (Refer to SCHEDULE B – CALENDARS)

34
35 B. Employees requested to work on any of the above named holidays shall receive
36 double time (2) for hours worked, in addition to the regular holiday pay.

37
38 C. If an employee is on vacation on any of the above named holidays, the
39 employee shall be entitled to an additional day off with pay for the holiday, or the
40 employee shall receive an additional day's pay for the holiday. An employee on

1 sick leave on any of the above named holidays shall not have that day charged
2 against his allowable sick leave.

3
4 D. When the scheduled holiday falls on a Saturday, the employee shall receive
5 his/her Friday prior to the holiday off with pay, or in the event that the holiday
6 falls on a Sunday, the employee shall receive his/her Monday after the holiday
7 off with pay. In the event that either the Friday prior to the holiday or the
8 Monday after the Holiday are school session days, the employee shall then be
9 granted a day off with pay at a later date that is mutually agreeable to the
10 employee and the Board.

11
12 E. In order to receive the holiday pay, the employee must work the last scheduled
13 work day prior to the Holiday and the first scheduled work day after the Holiday,
14 unless such absence is excused.

15
16 **Article 23**
17 **Vacations**
18

19 A. All employees covered by this Agreement shall receive an annual paid vacation
20 according to the following schedule:

21
22 One (1) year of service..... Two (2) weeks vacation with pay
23 Five (5) years of service..... Three (3) weeks vacation with pay
24 Ten (10) years of service Four (4) weeks vacation with pay
25 Twenty (20) years of service Five (5) weeks vacation with pay
26

27 B. A newly hired employee shall receive pro rata vacation allowance which shall be
28 earned from his/her date of hire until the first (1st) day of July following his/her
29 date of hire. Every year thereafter the employee shall earn his/her vacation
30 from July 1st until June 30th of each year. Each employee's vacation eligibility
31 shall be determined or earned as of July 1st of each year, which shall be earned
32 based on the employee's year of hire, as opposed to the current year the
33 employee is due to be granted vacation time.

34
35 It is understood that in calculating an employee's years of service for the
36 purpose of determining his/her annual vacation time, each calendar year in
37 which that employee has worked on a full time basis will count as a completed
38 year of service as of June 30 of the following calendar year. For example, if an
39 employee begins working full time at any time during the 1994 calendar year,

1 he/she will be credited with one (1) year of service on June 30, 1995. It is
2 further understood that this is not a change but rather an explanation of how a
3 year of service is currently calculated in order to determine an employee's
4 annual vacation time.

5
6 C. In general, vacation allowance may not be accumulated from one year to the
7 next. The following exceptions shall apply:

8
9 1. The employee submits a written request and is approved by the Director of
10 Support Services.

11
12 2. If the above is cancelled by the Administration, the employee shall either
13 be paid for the day(s) or the day(s) may be added to the following year.

14
15 D. Employees terminating employment shall receive pro rata vacation allowance
16 based upon one-twelfth 1/12 of the vacation pay for each month or major
17 fraction thereof worked between July 1st and their termination date.

18
19 E. Vacations may be applied for no earlier than six (6) months from the dates being
20 requested. Administration will have up to ten (10) working days to notify the
21 bargaining unit member of their approval or disapproval. In the event of
22 disapproval, the supervisor will clarify in writing the reason for refusal.
23 Vacations will be granted on the basis of when requested, first come – first
24 granted. When two (2) or more employees make their requests for vacations at
25 the same time, seniority will govern. Based on this concept, once these
26 vacation day(s) are approved, they cannot be denied for any reason. There
27 shall be no bumping of vacations based on seniority.

28
29 F. Jefferson Schools will initiate nine (9) unpaid shutdown days each year. The
30 shutdown days will be determined each fiscal year. Employees have the option
31 to use eligible vacation days for any portion (or all) of the shutdown period in
32 lieu of non-payment. Employees must notify their supervisor two weeks in
33 advance of the shutdown days if they elect to use their eligible vacation during
34 the shutdown.

35
36 If the Administration determines there is a need for an employee to work during
37 the shutdown period, employees may voluntarily, but are not required, to work
38 (at regular wages) during the shutdown period. The Director of Support Services

1 must adhere to the following protocol for the selection of employees to work
2 during the shutdown period when required:

- 3
- 4 1. Seniority among regular employees assigned to the building where the
5 work will be performed over the shutdown period.
- 6
- 7 2. Seniority among members of the needed classification outside the building
8 where the work will be performed over the shutdown period.
- 9
- 10 3. If no employees have volunteered to work during the shutdown period after
11 canvassing employees through steps 1 and 2 above, the employee(s) with
12 the lowest seniority in the classification needed will be assigned to work by
13 the Director of Support Services.
- 14

15 Outside the shutdown period, employees may elect to work when using eligible
16 vacation time. In that case, employees will be charged for the vacation time
17 used, and will receive substitute wages for the time worked.

18 Article 24

19 Group Insurance Protection

20 Section 1. Insurance Coverages

21

22 For the 2007-2008 school year, the Board shall provide MESSA's PAK for the
23 employee and his/her entire family and/or other eligible dependents as defined by
24 MESSA as outlined below:

25 A. MESSA PAK PLAN A. Plan A shall include the following:

- 26
- 27
- 28 1. MESSA Choices II (Hospitalization Insurance)
- 29
- 30 2. MESSA Delta Dental Plan with Orthodontic Rider, including Internal and
31 External Coordination of Benefits on an 80-80-80% basis
- 32
- 33 3. Long Term Disability Insurance Plan I, 90 Mod Fill (66-2/3% benefits to a
34 maximum of \$2,500) Social Security freeze
- 35
- 36 4. Alcohol/Drug - 2 years
- 37
- 38
- 39

1 5. Mental/Nervous - 2 years

2

3 6. VSP 2 (Vision)

4

5 7. Negotiated Life Insurance (\$25,000) with AD&D

6

7 When necessary for the employee, MESSA Choices II and Medicare Part B
8 premiums shall be paid on behalf of the employee, spouse, and/or dependents
9 eligible for Medicare benefits as included in the plan provided by MESSA.

10

11 B. MESSA PAK PLAN B. For members not choosing or eligible (only one (1)
12 person of a family employed by the Board is eligible for Plan A), PLAN B shall
13 be provided by the Board at no cost to the member. PLAN B shall include the
14 following:

15

16 1. MESSA Delta Dental Plan with Orthodontic Rider, including Internal and
17 External Coordination of Benefits on an 80-80-80% basis

18

19 2. Long Term Disability Insurance Plan I, 90 Mod Fill (66-2/3% benefits to
20 \$2,500 maximum.)

21

22 3. Alcohol/Drug - 2 year

23

24 4. Mental/Nervous - 2 year

25

26 5. VSP 2 (Vision)

27

28 6. Negotiated Life Insurance (\$25,000) with AD&D

29

30 For 2008-2009 and 2009-2010, eligible employees will receive the same health
31 insurance benefits as those bargained by the Jefferson Education Association
32 (JEA).

33

34 Section 2. Premium Payments

35

36 The Board shall make payments of insurance premiums for each employee to ensure
37 insurance coverage. Premium payments shall be paid on behalf of the employee to

1 ensure coverage as of the first (1st) day of employment. The Board shall pro-rate
2 insurance benefits for employees who work less than the normal work day.

3
4 Section 3. Full Time Employee Contributions

5
6 Each employee who selects PAK A shall contribute seventy-five (\$75.00) dollars per
7 month in pre-tax deduction toward the costs of his/her health insurance premium.
8 This provision takes effect beginning with the 2006-2007 school year.

9
10 Section 4. Unpaid Leave

11
12 If an employee is on an unpaid leave any part of the school year, the school will carry
13 the insurance the month in which the leave began and the following month. However,
14 if the employee is on an unpaid medical leave, the Board will pay the insurance
15 premiums until they are placed on a health waiver through MESSA and obtaining
16 long term disability benefits. Once placed on long term disability, the Board will pay
17 the COBRA rates for the dental and vision portion for an additional three (3) months.
18 Thereafter, the employee shall then assume the responsibility for their COBRA
19 coverage until he/she returns to work. If an employee terminates, or resigns, the
20 insurance premium will be paid through the end of the month in which the
21 employment will cease.

22
23 **Article 25**

24 **General**

25
26 Section 1. Tax Sheltered Annuities

27
28 The Board agrees to deduct premiums for variable tax deferred annuities solely paid
29 for by the employee, and to remit such premiums to the designated insurance
30 company, provided that the insurance company in question is on the Board's
31 approved list.

32
33 Section 2. Telephone Facilities

34
35 Telephone facilities shall be made available to employees for their reasonable use.

1 Section 3. Parking

2
3 Adequate parking facilities will be provided within the reasonable proximity of the
4 building for the employees covered by this Agreement.

5
6 Section 4. Resignation

7
8 A. Any employee desiring to resign from his/her position shall file a letter of
9 resignation with the Superintendent of Schools at least ten (10) working days
10 prior to the effective date of such resignation.

11
12 B. Any employee who resigns from his/her position in the manner herein
13 described, maintains his/her rights to all earned vacation and sick time
14 payments as outlined in Article 21 and Article 23.

15
16 Section 5. Deductions

17
18 The Board agrees to make available to all employees covered by this Agreement any
19 payroll deduction services which are available through the Board such as savings
20 bonds, Credit Union, etc.

21
22 Section 6. Continuing Education

23
24 The Board agrees to pay the full tuition fee for any employee who attends and
25 completes a Board approved workshop, in-service training seminar, self-improvement
26 course, or other job related training which is of such a nature specifically designed to
27 provide on the job improvement.

28
29 Section 7. Physical Examination

30
31 A. The Board agrees to pay the full cost of any physical examination by the
32 Board's selected physician which is required of either a newly hired employee or
33 any other employee of the Board. Evidence of passing the physical must be
34 submitted to the Board within one (1) week of accepting the job in order to
35 continue employment.

36
37 B. Prior to the opening of school each year, each unit member will be required to
38 pass a physical examination administered by the school physician. If the

1 member chooses to consult a private physician, the Board will reimburse to the
2 employee an amount not to exceed that paid to the school physician.

3
4 C. It shall be the responsibility of the employer to schedule the initial visitation at a
5 time when most employees are on duty. Employees unable to meet that
6 schedule shall be responsible for scheduling an appointment at a time other
7 than during their working hours.

8
9 D. Each member shall be given the same examination.

10
11 Section 8. Emergency School Closing

12
13 A. Whenever school is closed due to severe weather or other emergencies, and
14 the employee is unable to report for work as scheduled, the employee shall
15 notify his/her supervisor of that fact, and the employee shall then be paid his/her
16 normal day's pay even though no work is performed by the employee.

17
18 B. All members shall report to their regular shifts once conditions permit.

19
20 Section 9. Mileage

21
22 Employees who are requested to use their own personal vehicle for carrying out the
23 responsibilities for the Board shall be reimbursed for their mileage at the IRS'
24 established rate per mile.

25
26 Section 10. Substitutes

27
28 Whenever any employee including skilled maintenance, leaders, custodial/
29 maintenance, grounds keeper and maintenance, grounds keeper and maintenance
30 assistant, head transportation mechanic and assistant transportation mechanic is off
31 the job due to specified circumstances and it is not feasible to work the regular
32 employees on an overtime basis to cover such absence, the Board may assign a
33 substitute employee to the absent employee's job, after the present employees within
34 the district who are not working full time have been given the opportunity to increase
35 their hours. Temporary custodians may also be used, and paid at the substitute rate
36 of pay, provided that no regular custodians are on lay-off status, or currently working
37 at reduced hours from their regular job assignment.

1 Section 11. Staffing

2
3 There shall not be less than two (2) employees assigned to work in one (1) building
4 on any shift. This provision would not apply in cases where the Board is not given
5 ample notice in order to cover the job, or in cases where there is regularly assigned
6 one (1) employee to the shift in that building. Consideration shall be given to the
7 safety factor when assigning employees to overtime work.
8

9 Section 12. Activities Calendar

10
11 Each building shall be furnished with an activities calendar, which the Board shall
12 keep updated in order that the assigned employee(s) in that building will have the
13 proper time and information to prepare and maintain the facilities for that scheduled
14 activity.
15

16 Section 13. Scheduled Activities

- 17
18 A. When an activity is scheduled, the employee(s) who will be responsible for
19 servicing that activity shall be notified in advance as to the specific duties that
20 are to be performed in servicing the activity.
21
22 B. When Board fund raising projects are scheduled for times when no custodians
23 are regularly assigned to work, custodians shall be needed only to open and
24 close the building. The custodian assigned shall be paid a minimum of three (3)
25 hours of straight pay for this responsibility. If the Board should require custodial
26 services for the entire time of the activity, the custodian shall be paid the
27 appropriate overtime rate. The Board shall determine the number of custodians
28 needed for the activity.
29

30 Section 14. Uniforms

31
32 The Board shall provide each unit member, at the request of the employee, with a
33 minimum of five (5) uniforms to be worn and maintained by the employee. Uniforms
34 in both men's and women's apparel shall be made available. Each employee shall
35 receive three (3) new uniforms per year.
36
37
38
39

1 Section 15. Negotiations

2
3 Members of the negotiating team may attend negotiating meetings with the Board
4 without loss of pay.

5
6 Section 16. Payroll Cycle

7
8 Beginning with the September 3, 2010 pay date, JESPA members will transition from
9 a “real-time” payroll cycle to a “one-week in arrears” payroll cycle:

- 10
- 11 • For days worked from July 31, 2010 through (and including) August 13, 2010,
12 JESPA members will be paid for their straight-time hours on August 13, 2010.
13 Overtime hours worked from July 31, 2010 through (and including) August 9,
14 2010 will be paid on August 13, 2010.
 - 15
16 • For days worked August 14, 2010 through (and including) August 27, 2010,
17 JESPA members will be paid for their straight-time hours on September 3,
18 2010. Overtime hours worked from August 10, 2010 through (and including)
19 August 27, 2010 will be paid on September 3, 2010.
 - 20
21 • Future bi-weekly payroll dates (beginning September 17, 2010) will include all
22 hours worked (including straight-time and overtime hours) through the
23 preceding Friday.
- 24

25 **Article 26**
26 **Jury Duty**

27
28 Employees requested to appear for jury duty qualification or services shall receive
29 their pay from the Board for such time lost as a result of such appearance or service,
30 less any compensation received for such jury service from the courts. In the event
31 that an employee is subpoenaed as a witness in any case connected with the
32 employee’s employment with the Board, the employee will be paid his/her full pay.
33 Travel and meal allowance will not be considered as compensation. In the event that
34 such jury duty extends into an employee’s normal work hours, that employee shall
35 not be required to work on that day. The employee shall notify the Board of his/her
36 availability upon completion of jury duty. In the event that an employee who is on jury
37 duty is available to report to work on that day, such employee will notify the Board no
38 later than two (2) hours prior to the employee’s scheduled starting time on the job.

1 **Article 27**

2 **Classification And Compensation**

3
4 The parties hereto agree that the employees covered by this Agreement shall be
5 considered engaged in the type of work and classification as set forth in Schedule A
6 attached hereto and made a part hereof by reference.
7

8 **Article 28**

9 **Binding Effective Agreement**

10
11 This Agreement shall be binding upon the parties hereto, their successors and
12 assigns.
13

14 **Article 29**

15 **Scope, Waiver, And Alteration Of Agreement**

16
17 Section 1. **Scope**

18
19 No agreement, alteration, understanding, variation, waiver or modification of any of
20 the terms or conditions or covenants contained herein shall be made by any
21 employee or group of employees with the Board, unless executed in writing between
22 the parties hereto and the same has been ratified by the Union and the Board.
23

24 Section 2. **Waiver**

25
26 The waiver or breach of any condition of this Agreement by either party shall not
27 constitute a precedent in the future enforcement of the terms and conditions herein.
28

29 Section 3. **Alteration of Agreement**

30
31 If any Article or Section of this Agreement or any supplement thereto should be held
32 invalid by operation of law or by any competent jurisdiction or tribunal, or if
33 compliance with or enforcement of an Article or Section of this Agreement should be
34 restrained by such tribunal, the remainder of this Agreement shall not be affected
35 thereby, and the parties shall enter into immediate collective bargaining negotiations
36 for the purpose of arriving at a mutually satisfactory replacement for such Article or
37 Section.
38
39

1 **Article 30**

2 **Termination And Modification**

- 3
- 4 A. This Agreement shall continue in full force and effect until June 30, 2012.
- 5
- 6 B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar
7 days prior to the termination date, give written notice of termination. If neither
8 party shall give notice of termination, or withdraws the same prior to the
9 termination date of this Agreement, it shall continue in full force and effect from
10 year to year thereafter, subject to notice of termination by either party on ninety
11 (90) calendar days written notice prior to the current year of termination.
- 12
- 13 C. If either party desires to modify or change this Agreement, it shall, ninety (90)
14 calendar days prior to the termination date, or any subsequent termination date,
15 give written notice of amendment, in which event the notice of amendment shall
16 set forth the nature of the amendments desired. If notice of amendment of this
17 Agreement has been given in accordance with this paragraph, this Agreement
18 may be terminated by either party on ten (10) calendar days written notice of
19 termination. Any amendments that may be agreed upon shall become and be a
20 part of this Agreement.
- 21
- 22 D. Notice of termination or modification shall be in writing and shall be sufficient if
23 sent by certified mail to the J.E.S.P.A., Michigan Education Association, 14576
24 South Dixie Highway, Suite 1, Monroe, Michigan 48161, and if to the Board,
25 addressed to the Jefferson Schools, 2400 N. Dixie Highway, Monroe, Michigan
26 48162, or to any other address the Union or the Board may make available to
27 each other.
- 28
- 29 E. The effective date of this Agreement is July 1, 2010 through June 30, 2012.
- 30
- 31 F. All open or pending grievances cannot be raised at a later date, provided they
32 are settled at contract ratification.
- 33
- 34

SCHEDULE A

1
2
3
4
5

A. Hourly rates for unit members for the 2009-2010 through 2011-2012 school years are as follows:

<u>2009-2010 through 2011-2012</u>	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 18.96
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.46	\$ 18.37	\$ 17.12
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.11
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.19
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.26
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.26
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.04
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.04
Maintenance/Custodial Utility	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29

6 Any employee hired prior to July 1, 1998 shall be grandfathered at Step 5.

7

8 A. Grounds Keepers (Asst. only) shall be moved at the discretion of the
9 Administration to either an assistant to skilled maintenance or to a custodial
10 shift. The pay rate will be that of custodian/maintenance.

11

12 B. Personnel in Skilled Maintenance and General Maintenance
13 Assistant/Custodian shall receive an annual tool allowance of \$125 and \$75,
14 respectively.

15

Jefferson Schools 2010-2011 District Calendar



= JESPA Holidays



= Shutdown Days

Sept. 7 First Day In-Service for All Staff
 Sept. 8 First Day of School (students)
 Nov. 24 - 26 Thanksgiving Break
 Dec. 22 - 31 Christmas Break

Feb. 21 - 25 February Break
 April 22 - 29 Easter Break
 May 30 Memorial Day
 June 2 Last Day of School

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

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

MARCH				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

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

APRIL				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

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

JANUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

MAY				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

OCTOBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

FEBRUARY				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

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

1

Schedule B

**Jefferson Schools
2011-2012 District Calendar**

2

3

TO BE DETERMINED

Duration of Agreement

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until the end of the contract year June 30, 2012. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on that date indicated.

IN WITNESS WHEREOF: the parties hereto have caused this instrument to be executed.

JEFFERSON SCHOOLS
BOARD OF EDUCATION

JEFFERSON EDUCATION
SUPPORT PERSONNEL
ASSOCIATION-MEA/NEA

President

President

Vice-President

Vice President

Treasurer

Treasurer

Secretary

Secretary

Parliamentarian

Trustee

Trustee

Superintendent