

# **Master Agreement**

**Between**

**The Jefferson School District**

**and**

**Jefferson Educational Support  
Personnel Association**

**July 1, 2016 - June 30, 2018**

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**Article 1**  
**Purpose and Intent**

- A. It is the purpose and intent of the parties to this Agreement to promote and ensure harmonious relations, cooperation, and understanding between the Board and the employees covered by this Agreement, to ensure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.
  
- B. The terms “employee” and “bargaining unit member” as used herein shall include all personnel included in Article 2. Wherever in this Agreement the masculine pronoun or the feminine pronoun is used, the reference is to all bargaining unit members, regardless of gender.

**Article 2**  
**Recognition**

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

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

**Article 3**  
**Non-Discrimination**

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

**Article 4**  
**Visitation**

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

**Article 5**  
**Officers**

- A. The elected officer's names shall be furnished to the Board in writing by the Union.
- B. The Board shall supply the President and Uniserv Director with the following information within the first (1<sup>st</sup>) week of a newly-hired employee's employment: Name, date of hire, social security number, classification, job location, and working hours.

**Article 6**  
**Rights Of The Board Of Education**

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

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

**Article 7**  
**Safety**

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employee may encounter at his place of work in

accordance with the provisions of the Occupational Safety and Health Act, and State and Local regulations as applicable to school districts.

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

**Article 8**  
**Jurisdiction**

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

**Article 9**  
**Contractual Work**

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

**Article 10**  
**Seniority**

- A. Seniority Defined. Seniority shall be defined as the total service in the bargaining unit, computed from the first day the employee reported for work. All employees henceforth hired to begin work on the same day shall use their Social Security number (last four numbers – highest 4 numbers has highest seniority) to determine their placement on the seniority list. Seniority is continuous, uninterrupted service in the bargaining unit, and as explained below.
  
- B. Acquiring Seniority. Seniority is acquired by an employee from the first day of work in a bargaining unit position, except that no seniority shall be credited to a new employee until the employee has satisfactorily completed 120 working days probationary period. Upon completion of the 120 working days probationary period a new employee shall then be credited with seniority from the date the employee began work in the bargaining unit.

- C. Seniority Lists. No later than August 1st of each year, the Board shall cause to be published and posted an updated seniority list, except that such a seniority list agreed to by the parties shall be published and posted thirty (30) calendar days following the ratification of this current Agreement by both parties.
  
- D. Loss of Seniority and Job Termination. All seniority is lost, and the employee shall be terminated when the employee:
  - 1. Resigns.
  - 2. Is discharged and such discharge is not reversed through the grievance procedure.
  - 3. Fails to report for work at the termination of a leave of absence.
  - 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;
7. The employee is on a leave while holding a full time position or office in the Union.

### **Article 11**

#### **Lay Off, Recall And Displacement**

#### **LAY OFF**

- A. Employees shall be laid off beginning with the lowest seniority person in his/her classification. Classifications are determined as listed below:
  1. Transportation Mechanic
  2. Skilled Maintenance
  3. Assistant Transportation Mechanic
  4. General Maintenance Assistant/Custodian
  5. Leader, Grounds Keeper/Maintenance, Maintenance/Custodial Utility
  6. Custodial/Maintenance, Assistant Grounds Keeper/Maintenance
- B. Any employee laid off shall have the right to bump the least senior employee in the same or lower classification with equal or more hours where he/she possesses the necessary qualifications.



## RECALL

- A. The most senior employee in each classification shall be the first employee called to return to work in the same or lower classification as defined under Lay Off in this Article.
- B. Employees shall be notified by certified mail, at the last known address, of their recall. The employee shall have five (5) working days to notify the Board of his/her intent to return to work within two (2) weeks. The employee shall be responsible to supply the Board with the employee's current address.
- C. Whenever an employee is laid off, he/she shall be on the recall list for a minimum of two (2) years to a maximum of four (4) years. Any employee with two (2) years or less seniority shall remain on the recall list for two (2) years. An employee having more than two (2) years seniority shall remain on the recall list for a time equal to service based on the current seniority list but not to exceed four (4) years.

## DISPLACEMENT

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

Definition of Displacement includes:

- 1. Loss of hours
- 2. Change of hours
- 3. Change of shift
- 4. Change of shift days worked
- 5. Change of buildings

**Article 12**  
**Employee And Union Rights**

- A. **Legal.** It is expressly understood that employees are endowed with all the rights and protections afforded by the laws, statutes and Constitutions of the United States and the State of Michigan. Specifically pursuant to provisions of the Michigan Public Employment Relations Act (PERA), the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and employee representation. Accordingly, the Board agrees that it will in no way discourage, deprive, or coerce any employee in the enjoyment of these rights.
- B. **Meetings.** The Union and its representatives shall have the right to meet in a designated area of a school building with the notification to appropriate representative(s) of the Board, whose approval shall not be unreasonably withheld.
- C. **Equipment Use.** The Union will be permitted to limited use of school office equipment with prior Administrative approval (example: typewriter/projector/ copy machine – one or two copies) at reasonable times, when such equipment is not otherwise in use. No equipment may be removed from the school premises for the Union’s use without Administrative approval.
- D. **Notices, Insignia.** The Union will be permitted to post notices of its activities and matters of Union concern on break room bulletin boards. The Union may use the school district mail service and employee mail boxes for official communications to its members. Employees may wear insignia pins or other identification of membership in the Union.
- E. **Data Requests.** The Board agrees to furnish to the Union (without cost) in response to reasonable written requests, all information covered under the Freedom of Information Act. The Board will also provide to the Union information which can legally be released and which might reasonably be necessary for the Union to process any grievance or complaint. All the above requested information will be given to the Union within five (5) working days, or as soon as possible, of the day such request was made.
- F. **Association Days.** Fifteen (15) days per contract year, at the Association’s expense, will be granted the Association. These days will be requested at least

three (3) working days in advance, in writing. These days will be used at the discretion of the President of the Union for Union and/or job related workshops or training sessions. At no one time shall more than three (3) employees be released under this provision. Requests must be countersigned by the President of the Association.

**Article 13**  
**Transfer And Promotional Procedures**

Section 1. Vacancies

- A. Notice of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date of vacancy or the establishment of the new position and the employees shall be given five (5) working days time in which to make application to fill the vacancy or new position. The Board shall notify the President in writing within five (5) working days from the date that all of the bids are due, as to the name of the employee who has been awarded the new or vacant position. The Board shall make available standard bid slips which will be used by the employees when bidding for an open position.
- B. The senior employee making application shall be transferred to fill the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner, the type of work, the shift, the starting date, the rate of pay, the number of hours to be worked, the classification, and the building to which the employee is to be assigned.

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

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

Section 2. Probationary Period – Vacancies

- A. Transferred Employee

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

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

#### 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.

Section 5. Replacement of Leader

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

Section 6. Assignment

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

**Article 14**

**New Jobs**

- A. The Board shall notify the Union President and Uniserv Director in writing when a new job or classification is required during the term of this Agreement. In the event that the new job or classification cannot be properly placed into an existing classification by mutual agreement between the parties, the Board shall place into

effect the new job or classification and a rate of pay for the job in question, and shall designate the classification and pay rate as temporary. The Board shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job.

- B. The new classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Union President and Uniserv Director. During this thirty (30) calendar day period, but not thereafter, during the life of this Agreement, the Union may request in writing that the Board negotiate the rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary classification except as otherwise mutually agreed. In a case where the majority vote of the Board and the Unit are unable to agree on the rate of pay, the issue may be submitted to the grievance procedure. When a new classification has been assigned a permanent rate of pay, either as a result of the Union not requesting negotiations for the temporary classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new classification shall be added to and become a part of Schedule A and Article 2 as defined in Article 15, Section 1 of this Agreement.

### **Article 15**

#### **Discipline – Discharge**

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, which shall be given to the employee in writing. The employee shall have the right to defend himself/herself against any and all charges. When the Board feels disciplinary action is warranted, such action must be initiated within five (5) working days of the date it is reasonable to assume that the Board first became fully aware of the conditions giving rise to the discipline: Causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action include but are not limited to the following: drunkenness, dishonesty, insubordination, moral turpitude, or violation of Board rules.
- B. An employee may be dismissed, suspended, or disciplined pending investigation, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, full seniority rights and all fringe benefits that the employee would have earned during the dismissal or suspension period. If the dismissal is sustained, or the suspended employee

is not reinstated through the grievance procedure, the employee shall be deemed dismissed as of the date such action was taken. Said actions shall be given in writing to the President and Uniserv Director.

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

### **Article 16**

#### **Unpaid Leave Of Absence**

- A. An employee who becomes ill, injured or involved in an accident which is noncompensable under the Worker's Compensation Law, and is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for up to one (1) year, which may be extended upon approval of the Board of Education, provided the employee notifies the Board of the necessity thereof, and provided further that the employee supplies the Board with a statement from his/her medical or osteopathic doctor of the necessity and length of time for such absence and for the continuation of such absence when the same is requested by the Board.
- B. Leaves of absence may be granted for physical or mental illness, or prolonged serious illness in the employee's immediate family, which includes husband, wife, children, or parents of the employee.
- C. Leaves of absence may be granted for a specified period of time for training related to an employee's regular duties in an approved educational institution.
- D. Family and Medical Leave Act
  - 1. The Family and Medical Leave Act of 1993 (FMLA) provides that an eligible employee shall be entitled to a total of twelve (12) work weeks of unpaid leave during any 12-month period for one or more of the following:
    - a. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- b. Because of the placement of a son or daughter with the employee for adoption or foster care.
  - c. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition.
  - d. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.
  - e. Other qualifying reasons, as specified under federal FMLA legislation.
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.
- 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 17** **Grievance Procedure**

### Definitions:

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the express terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding paid holidays. One (1) designated representative of the Grievance Review Board, as identified by the JESPA President, will be allowed to take time off with pay for the purpose of investigating possible grievances and attending grievance meetings with the administration upon arrangements being made with the Director of Support Services.
- C. The time elements in the steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. The failure of the Board's administrative representative at Step Two to comply with the requirements of this Agreement regarding holding a meeting to discuss the grievance issues and issuing a decision on the grievance within the time limits set forth in that Step Level of the Grievance Procedure, shall permit the Association to file an appeal of the grievance to the next higher Step of the Grievance Procedure (but the absence of a written decision on the grievance shall not be deemed to be an admission by the School District as to the substantive merits of said grievance). The time for filing such an appeal shall be measured from the date on which the administrator's response to the grievance was due.

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

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

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

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

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

## **PROCEDURE**

### **Step One**

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

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

### **Step Two**

- A. The Grievance Chairperson then may submit the grievance in writing within the five (5) working day filing deadline set forth in “Definitions – Section E” above, to the Director of Support Services, stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Grievance Chairperson shall sign the grievance. Upon receiving the grievance, the Director of Support Services shall sign and date a receipt of delivery of the grievance from the Grievance Chairperson. A meeting shall be set within five (5) working days of the filing of the written grievance to discuss the grievance. This meeting shall be at the call of the Administration. The Grievance Chairperson shall have the right to file Association Grievances.
- B. The Director of Support Services shall give his/her decision in writing on the grievance within five (5) working days of his/her meeting with the Grievance Chairperson.

### **Step Three**

- A. In the event that the decision of the Director of Support Services is not satisfactory, the grievance may in the discretion of the Association be appealed to the Superintendent of Schools within five (5) working days from the date of receipt of the decision of the Director of Support Services. The Superintendent of Schools shall meet with representatives of the Association at a time mutually agreeable to them.
- B. The Superintendent of Schools shall give his/her decision in writing within ten (10) working days of the date of the meeting with the representatives of the Association.
- C. In the event that the Superintendent of Schools does not timely comply with the requirements of this Agreement regarding holding a meeting and issuing a decision on the grievance within the time limits set forth in this section, and in the further event that the Association elects to address this circumstance by timely (within the five {5} working day filing deadline set forth in “Definitions – Section D” above) filing a “Second Demand for Response to Grievance”, the Superintendent

of Schools shall have five (5) working days to issue a written response to the grievance. In the event that the Superintendent still fails to issue a written response to the grievance after receipt of the “Second Demand”, the Association may appeal in accordance with the procedures set forth in “Step Four” below.

#### **Step Four**

- A. Any appeal of a decision rendered by the Superintendent of Schools (or of the failure of the Superintendent to timely respond to a “Second Demand for Response to Grievance”) must be presented in writing to the Board of Education within five (5) working days from the date of receipt of the decision rendered by the Superintendent of Schools (or, in the case of a “Second Demand for Response”, the date on which the Superintendent’s response to the “Second Demand” was due). The Board of Education shall hear any timely appealed grievances within the next thirty (30) calendar days or the first meeting after the thirty (30) days.
- B. The Board of Education shall give its decision in writing on the grievance within ten (10) working days of the date of the meeting at which it considered the grievance (or its next regular meeting if the Board elects to defer decision for any reason).

#### **Step Five – Arbitration**

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration by the Association.
- B. If the Association is not satisfied with the disposition of the grievance by the Board, only the Association, and not the individual member, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he/shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding.
- C. Both parties agree to be bound by the award of the Arbitrator. The Arbitrator shall have no power to alter, add to, subtract from or modify any of the terms of this

Agreement or any amendments hereof, or to specify the terms of a new Agreement or to substitute his/her discretion for that of the parties hereto.

- D. The Arbitrator, the Association or the Board may call any relevant person as a witness in any arbitration hearing.
- E. Each party shall be responsible for the expenses of the witnesses that they may call.
- F. The fees, expenses and filing fees of the Arbitrator shall be borne equally by the parties.
- G. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing, or thirty (30) days from the date of filing briefs, if requested.
- H. The decision of the Arbitrator shall be final, conclusive and binding upon all Employees, the Board and the Association.

**Article 18**  
**Hours And Work Week**

Section 1. Work Week and Work Day

- A. The regularly scheduled work week shall consist of forty (40) hours, beginning at 12:01 a.m. Monday and ending 120 hours thereafter fifty-two (52) weeks a year.
- B. The midnight shift regularly scheduled work week shall consist of forty (40) hours beginning at 11:01 p.m. Sunday and ending one hundred twenty (120) hours thereafter fifty-two (52) weeks a year.

C. Work shifts starting and ending times shall be as follows:

- 1. Midnight Shift                      11 p.m. - 7 a.m.
- 2. Day Shift                              7 a.m. - 3 p.m.
- 3. Afternoon Shift                      3 p.m. – 11 p.m.

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

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

- D. The normal work day shall be eight (8) consecutive hours, which shall include a one-half (.5) hour paid lunch period and two (2) fifteen (15) minute rest periods.
- E. Employees are required to eat their lunch in the place designated by the Board and may not leave the building property without the permission of their immediate superior.

Section 2. Overtime Rates Will be Paid as Follows:

- A. Time and one-half (1.5) will be paid for all time compensated in excess of eight (8) hours in a twenty-four (24) hour period; all time compensated in excess of forty (40) hours in one work week, for which overtime has not already been earned.
- B. Time and one-half (1.5) will be paid for all hours compensated on the sixth (6<sup>th</sup>) day.
- C. Double (2) time will be paid for all hours compensated on the seventh (7<sup>th</sup>) day or holidays.
- D. No employee shall be required to take time off from his/her regular schedule or have his/her hours reduced as a result of the Board requesting the employee to report to work prior to or later than the employee's established starting time, or because the employee worked over eight (8) hours in a work day.

Section 3. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has not been notified that there is less hours than they are regularly scheduled to work, shall receive three (3) hours pay, or if the employee is regularly scheduled to work less than three (3) hours per day, that employee shall receive his/her regular daily pay.

#### Section 4. Call Back

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

#### Section 5. Distribution of Overtime

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

#### Section 6. Shift Differential

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

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

#### Section 7. Compensation

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

#### Section 8. Substitute Employees

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

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

**Article 19**  
**Sick Leave And Funeral Leave**

Section 1. Sick Leave

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

1. The maximum allowable accumulation in the sick bank will be capped at 65 days for employees hired after June 30, 2007, and for current employees who have sick bank accumulation of less than 65 days at contract ratification.
2. Current employees who have accumulated 65 or more days at contract ratification will have a one-time election by March 1, 2008 to either:
  - a. Maintain their current sick bank accumulation, and allow for additional accumulation up to 180 days, or
  - b. Elect to reduce their sick bank down to 65 days, and receive a payment for the current sick bank accumulation in excess of 65 days at the rate of 50% of the current contractual rate of pay. No partial redemption for accumulated sick days in excess of 65 days is allowed under Option B.

The sick bank pay-off for employees electing Option B will be made in two installments – 50% in the last pay cycle in June 2008, and 50% in the last pay cycle in January 2009. Employees who will be receiving a sick bank pay-off constitute a class who may, with approval from all class members, direct the pay-off to be made in the form of an employer paid 403(b) contribution. Alternatively, if all class members do not elect the employer paid contribution as compensation for the sick bank pay-off, the pay-off will be distributed in the employees' regular paychecks, subject to all applicable federal and state payroll tax withholdings.

3. After June 30<sup>th</sup>, of each school year, any unused days in excess of the employees' maximum allowable bank (either 65 days, or 180 days for employees who elect Option A in Section 2 above, shall be paid at a rate of fifty dollars (\$50.00) per day. **Upon separation, any accumulated sick days will be paid at the rate of fifty (\$50.00) per day.**

- B. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness, injury or for medical, dental, or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee who does reside in the household of the employee and who does require the care and attendance of the employee due to illness or injury, in which case the employee may be required to furnish the Board with a medical statement from a physician, verifying the necessity of such absence.
- C. Employees who are unable to perform their duties because of illness or disability must notify their supervisor either on the day prior to their absence or no less than three (3) hours prior to the time their shift begins. If an illness or disability extends beyond the first (1st) day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability. If the employee is absent because of illness or disability for more than five (5) working days, the employee may be required to submit to the Board a statement from a physician of the nature of the illness or disability, and that the employee is able to return to work without restrictions.
- D. Records of sick leave accumulated and taken shall be furnished to the employees on or about July 1st of each year.
- E. Employees who have exhausted their sick leave credit and are still unable to work, shall be paid for any vacation days, upon written request to the Board.
- F. Short term disability may be used in lieu of sick days when permitted by insurance company policy. Once a decision is made it is not reversible for the duration of that illness.

## Section 2. Funeral Leave

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

- A. A maximum of five (5) consecutive work days in the event of the death of the employee's spouse, children, step-children, mother, father, step-mother, step-father, brother, or sister.
- B. A maximum of three (3) consecutive work days in the event of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren.
- C. One (1) work day in the event of the death of the employee's aunt, uncle, sister-in-law, or brother-in-law.

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

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

### Section 3. Personal Business Leave

- A. The parties agree there may be personal conditions or circumstances which may require employee absenteeism for reasons other than heretofore mentioned. The Board agrees that such leave, which is not to be deducted from sick leave, may be used under the following conditions.
  - 1. Days Granted. All employees may use a maximum of two (2) leave days per year for personal business.
  - 2. Leave Condition. This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
  - 3. Request Procedure. Employees desiring to use such a leave will submit their requests on the application at least three (3) days in advance of the

anticipated absence except in the cases of emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the Director of Support Services.

4. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
  5. Authorization. The request form shall be signed by the Superintendent or authorized agent and returned to the employee requesting the leave at least one (1) day prior to the requested date. Approval or rejection will be so indicated on the form.
- B. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave if an emergency exists. All requests shall be channeled through the Director of Support Services.
- C. Violation, Consequences, and Penalties. An employee violating the provisions of this article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.
- D. Unused leave days (as per 1.a. above) will be added to the employee's sick leave bank.

#### Section 4. Attendance Bonus

- A. Employees may be eligible for an attendance bonus, payable in the first pay cycle each July. Bonuses will be determined by an employees' combined sick day and personal day absences, and are incremental to compensation for unused days over an employees' maximum allowable sick bank:
1. Employees who use a combined total of 0-3 sick/personal days per fiscal year will receive a bonus equivalent to two days pay.
  2. Employees who use a combined total of 4 sick/personal days per fiscal year will receive a bonus equivalent to one day pay.

3. Employees who use more than 4 total sick/personal days are not eligible for an attendance bonus.
- B. Attendance bonuses are incremental to compensation for unused days over an employees' maximum allowable sick bank.

Section 5. Part-time Employees

Part-time employees shall be credited, on a pro-rated basis, with all leave time provided bargaining unit members. The pro-rated leave time will be calculated based on the employees' normally scheduled work week.

**Article 20**  
**Holidays**

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

Labor Day  
Thanksgiving Day  
The Day after Thanksgiving  
Christmas Eve Day  
Christmas Day  
1st Working Day after Christmas & additional day  
New Year's Eve Day  
New Year's Day  
Good Friday  
Monday, Tuesday & Friday after Easter  
Memorial Day  
4th of July  
(Refer to SCHEDULE B – CALENDARS)

- B. Employees requested to work on any of the above named holidays shall receive double time (2) for hours worked, in addition to the regular holiday pay.
- C. If an employee is on vacation on any of the above named holidays, the employee shall be entitled to an additional day off with pay for the holiday, or the employee shall receive an additional day's pay for the holiday. An employee on sick leave on any of the above named holidays shall not have that day charged against his allowable sick leave.

- D. When the scheduled holiday falls on a Saturday, the employee shall receive his/her Friday prior to the holiday off with pay, or in the event that the holiday falls on a Sunday, the employee shall receive his/her Monday after the holiday off with pay. In the event that either the Friday prior to the holiday or the Monday after the Holiday are school session days, the employee shall then be granted a day off with pay at a later date that is mutually agreeable to the employee and the Board.
- E. In order to receive the holiday pay, the employee must work the last scheduled work day prior to the Holiday and the first scheduled work day after the Holiday, unless such absence is excused.
- F. Part-time employees working less than 20 hours per week will receive holiday pay on a pro-rated basis, provided the paid holiday falls on their normally scheduled work day.

**Article 21**  
**Vacations**

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

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

Part-time employees working less than 20 hours per week are not eligible for annual paid vacation.

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

It is understood that in calculating an employee's years of service for the purpose of determining his/her annual vacation time, each calendar year in which that employee has worked on a full time basis will count as a completed year of service as of June 30 of the following calendar year. For example, if an employee begins working full time at any time during the 1994 calendar year, he/she will be credited with one (1) year of service on June 30, 1995. It is further understood that this is not a change but rather an explanation of how a year of service is currently calculated in order to determine an employee's annual vacation time.

Employees will be compensated for up to five (5) unused vacation days at the end of the fiscal year at their per diem rate of pay.

- C. In general, vacation allowance may not be accumulated from one year to the next. The following exceptions shall apply:
  - 1. The employee submits a written request and is approved by the Director of Support Services.
  - 2. If the above is cancelled by the Administration, the employee shall either be paid for the day(s) or the day(s) may be added to the following year.
- D. Employees terminating employment shall receive pro rata vacation allowance based upon one-twelfth 1/12 of the vacation pay for each month or major fraction thereof worked between July 1st and their termination date.
- E. Vacations may be applied for no earlier than six (6) months from the dates being requested. Administration will have up to ten (10) working days to notify the bargaining unit member of their approval or disapproval. In the event of disapproval, the supervisor will clarify in writing the reason for refusal. Vacations will be granted on the basis of when requested, first come – first granted. When two (2) or more employees make their requests for vacations at the same time, seniority will govern. Based on this concept, once these vacation day(s) are approved, they cannot be denied for any reason. There shall be no bumping of vacations based on seniority.
- F. Jefferson Schools will initiate five (5) unpaid shutdown days each year. The shutdown days will be determined each fiscal year. Employees have the option to use eligible vacation days for any portion (or all) of the shutdown period in lieu



of non-payment. Employees must notify their supervisor two weeks in advance of the shutdown days if they elect to use their eligible vacation during the shutdown.

If the Administration determines there is a need for an employee to work during the shutdown period, employees may voluntarily, but are not required, to work (at regular wages) during the shutdown period. The Director of Support Services must adhere to the following protocol for the selection of employees to work during the shutdown period when required:

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

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

## **Article 22**

### **Group Insurance Protection**

#### Section 1. Insurance Coverages

For the 2014-2015 and 2015-2016 school year, the Board shall provide MESSA's PAK for full-time employees and his/her entire family and/or other eligible dependents as defined by MESSA as outlined below:

#### A. MESSA PAK PLAN A or PLAN C. Plan A and Plan C shall include the following:

1. MESSA Choices II (Hospitalization Insurance), \$300.00/\$600.00 in-network deductible, \$10 office visit, Saver drug card OR  
MESSA ABC Plan 1 (\$1,250.00/\$2,500.00 deductible HSA) – The parties understand that in the event the minimum deductible necessary for a

medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

2. MESSA Delta Dental Plan with Orthodontic Rider, including Internal and External Coordination of Benefits on an 80-80-80% basis
3. Long Term Disability Insurance Plan I, with 90 Mod Fill (66-2/3% benefits to a maximum of \$2,500) Social Security freeze, alcohol/drug – 2 year, and mental/nervous – 2 year)
4. VSP 2 (Vision)
5. Negotiated Life Insurance (\$25,000) with AD&D

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

B. MESSA PAK PLAN B. For members not choosing or eligible (only one (1) person of a family employed by the Board is eligible for Plan A or Plan C), PLAN B shall be provided by the Board at no cost to the member. Full-time Association members who are eligible to receive health insurance coverage, but elect not to take the benefit, will be paid one hundred fifty dollars (\$150) per month in addition to the Plan B benefits provided by the Board. PLAN B shall include the following:

1. MESSA Delta Dental Plan with Orthodontic Rider, including Internal and External Coordination of Benefits on an 80-80-80% basis
2. Long Term Disability Insurance Plan I, with 90 Mod Fill (66-2/3% benefits to \$2,500 maximum-), alcohol/drug – 2 year, and mental/nervous – 2 year)
3. VSP 2 (Vision)
4. Negotiated Life Insurance (\$25,000) with AD&D

## Section 2. Premium Payments

The Board shall make payments of insurance premiums for each eligible employee to ensure insurance coverage. Premium payments shall be paid on behalf of the employee to ensure coverage as of the first (1st) day of employment. The Board shall pro-rate insurance benefits for employees who work less than the normal work day. Employees normally scheduled to work less than twenty (20) hours per week do not qualify for any insurance benefits.

The monthly amount paid by the Board for medical plan premiums and deductibles shall adjust annually on July 1 to the maximum amount permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. For the fiscal year July 1, 2016 through June 30, 2017, the board will pay a maximum of \$511.84 per month for single subscribers, \$1070.42 per month for two person subscribers, and \$1395.94 per month for family subscribers. The remaining monthly cost for the employee's elected medical plan premiums and deductibles shall be paid by the employee. On January 1<sup>st</sup>, the Board will contribute fifty percent (50%) of the health savings account deductible to the employee's health savings account. On July 1<sup>st</sup> and October 1<sup>st</sup> the Board will contribute twenty-five (25%) of the health savings account deductible into the employee's health savings account.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck through a qualified Section 125 Plan, and as such, will not be subject to withholding. The Board's qualified Section 125 Plan shall include any and all provisions necessary for pre-tax contributions to employee's Health Savings Accounts if applicable.

Employees electing the MESSA ABC Plan 1 may contribute, through payroll deduction and electronic transfer, additional money towards their HSA up to the maximum amounts allowed by Federal law.

## Section 3. Full Time Employee Contributions

Each employee who selects PAK A or PAK C shall contribute a minimum of seventy-five (\$75.00) dollars per month in pre-tax deduction toward the costs of his/her health insurance premium.

## Section 4. Unpaid Leave

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

**Article 23**  
**General**

Section 1. Tax Sheltered Annuities

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

Section 2. Telephone Facilities

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

Section 3. Parking

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

Section 4. Resignation

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

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

Section 5. Deductions

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

Section 6. Continuing Education

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

Section 7. Physical Examination

- A. The Board agrees to pay the full cost of any physical examination by the Board's selected physician which is required of either a newly hired employee or any other employee of the Board. Evidence of passing the physical must be submitted to the Board within one (1) week of accepting the job in order to continue employment.
- B. Prior to the opening of school each year, each unit member will be required to pass a physical examination administered by the school physician. If the member chooses to consult a private physician, the Board will reimburse to the employee an amount not to exceed that paid to the school physician.
- C. It shall be the responsibility of the employer to schedule the initial visitation at a time when most employees are on duty. Employees unable to meet that schedule shall be responsible for scheduling an appointment at a time other than during their working hours.
- E. Each member shall be given the same examination.

Section 8. Emergency School Closing

- A. Whenever school is closed due to severe weather or other emergencies, and the employee is unable to report for work as scheduled, the employee shall notify his/her supervisor of that fact, and the employee shall then be paid his/her normal day's pay even though no work is performed by the employee.
- B. All members shall report to their regular shifts once conditions permit.

Section 9. Mileage

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

Section 10. Substitutes

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

Section 11. Staffing

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

## Section 12. Activities Calendar

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

## Section 13. Scheduled Activities

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

## Section 14. Uniforms

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

## Section 15. Negotiations

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

## Section 16. Payroll Cycle

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

- For days worked from July 31, 2010 through (and including) August 13, 2010, JESPA members will be paid for their straight-time hours on August 13, 2010.

Overtime hours worked from July 31, 2010 through (and including) August 9, 2010 will be paid on August 13, 2010.

- For days worked August 14, 2010 through (and including) August 27, 2010, JESPA members will be paid for their straight-time hours on September 3, 2010. Overtime hours worked from August 10, 2010 through (and including) August 27, 2010 will be paid on September 3, 2010.
- Future bi-weekly payroll dates (beginning September 17, 2010) will include all hours worked (including straight-time and overtime hours) through the preceding Friday.

#### **Article 24**

#### **Jury Duty**

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

#### **Article 25**

#### **Classification And Compensation**

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

#### **Article 26**

#### **Binding Effective Agreement**

This Agreement shall be binding upon the parties hereto, their successors and assigns.



**Article 27**  
**Scope, Waiver, And Alteration Of Agreement**

Section 1. Scope

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

Section 2. Waiver

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

Section 3. Alteration of Agreement

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

**Article 28**  
**Termination And Modification**

- A. This Agreement shall continue in full force and effect until June 30, 2018.
- B. If either party desires to terminate this Agreement, it shall, ninety (90) calendar days prior to the termination date, give written notice of termination. If neither party shall give notice of termination, or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on ninety (90) calendar days written notice prior to the current year of termination.
- C. If either party desires to modify or change this Agreement, it shall, ninety (90) calendar days prior to the termination date, or any subsequent termination date,

give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement.

- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail to the J.E.S.P.A., Michigan Education Association, 14576 South Dixie Highway, Suite 1, Monroe, Michigan 48161, and if to the Board, addressed to the Jefferson Schools, 2400 N. Dixie Highway, Monroe, Michigan 48162, or to any other address the Union or the Board may make available to each other.
- E. The effective date of this Agreement is July 1, 2016 through June 30, 2018.
- F. All open or pending grievances cannot be raised at a later date, provided they are settled at contract ratification.

## SCHEDULE A

A. Hourly rates for unit members for the 2016-2018 school years are as follows:

### Tier 1

<u>2016-2017</u>	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 23.94	\$ 22.75	\$ 21.55	\$ 20.36	\$ 19.15
Skilled Maintenance	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29
Asst. Transportation Mechanic	\$ 21.59	\$ 20.51	\$ 19.43	\$ 18.35	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 20.43	\$ 19.41	\$ 18.39	\$ 17.37	\$ 16.35
Leader	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Grounds Keeper / Maintenance	\$ 19.26	\$ 18.31	\$ 17.34	\$ 16.38	\$ 15.41
Custodial / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 17.72	\$ 16.83	\$ 15.95	\$ 15.06	\$ 14.18
Maintenance/Custodial Utility	\$ 21.61	\$ 20.53	\$ 19.45	\$ 18.37	\$ 17.29

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

### **Tier 1 & Tier II**

**2016-2017 – 1% wage increase with steps granted.**

**2017-2018 – 0% wage increase with steps granted.**

Tier 2

**New group members starting after July 1, 2014**

<u>2016-2017</u>	Step 5	Step 4	Step 3	Step 2	Step 1
Transportation Mechanic	\$ 21.59	\$ 20.98	\$ 20.37	\$ 19.76	\$ 19.15
Skilled Maintenance	\$ 19.44	\$ 18.90	\$ 18.36	\$ 17.82	\$ 17.29
Asst. Transportation Mechanic	\$ 19.44	\$ 18.90	\$ 18.36	\$ 17.82	\$ 17.28
Gen. Maintenance Asst. / Custodial	\$ 18.38	\$ 17.87	\$ 17.36	\$ 16.86	\$ 16.35
Leader	\$ 17.33	\$ 16.85	\$ 16.37	\$ 15.89	\$ 15.41
Grounds Keeper / Maintenance	\$ 17.33	\$ 16.85	\$ 16.37	\$ 15.89	\$ 15.41
Custodial / Maintenance	\$ 16.04	\$ 15.60	\$ 15.06	\$ 14.62	\$ 14.18
Assistant Grounds Keeper / Maintenance	\$ 16.04	\$ 15.60	\$ 15.06	\$ 14.62	\$ 14.18
Maintenance/Custodial Utility	\$ 19.45	\$ 18.91	\$ 18.37	\$ 17.83	\$ 17.29

- A. Grounds Keepers (Asst. only) shall be moved at the discretion of the Administration to either an assistant to skilled maintenance or to a custodial shift. The pay rate will be that of custodian/maintenance.
- B. Personnel in Skilled Maintenance and General Maintenance Assistant/Custodian shall receive an annual tool allowance of \$125 and \$75, respectively.

# SCHEDULE B

## Jefferson Schools 2014-2015 District Calendar

= Holidays / Vacations

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

**INS** = Inservice Day

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

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

AUGUST				
M	T	W	TH	F
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18	19	20	21	22
25	N-INS	INS	28	29

DECEMBER				
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APRIL				
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SEPTEMBER				
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JANUARY				
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MAY				
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OCTOBER				
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FEBRUARY				
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JUNE				
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NOVEMBER				
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INS	4	5	6	7
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MARCH				
M	T	W	TH	F
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23	24	25	26	27
30	31			

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

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

*Total Days*  
 175 Student Days  
 plus 30 hours professional development

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

# SCHEDULE B

## Jefferson Schools 2015-2016 District Calendar

     = Holidays / Vacations

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

**INS** = Inservice Day

Sept. 1 New Teacher Day; 1/2 Day PD All Teachers  
 Sept. 8 First Day of School (students)  
 Nov. 25 1/2 Day Students & Staff  
 Nov. 26-27 Thanksgiving Break  
 Dec 23-Jan 1 Christmas Break

Jan 18 MLK Day  
 Feb 24 1/2 Day Students & Staff  
 Feb 25 - 29 Winter Break  
 Mar 25 - Apr 1 Spring Break  
 May 30 Memorial Day  
 June 9 Last Day = 1/2 Day Students & Staff

AUGUST				
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JANUARY				
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MAY				
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FEBRUARY				
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JUNE				
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MARCH				
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*9 Weeks Schedule*  
 Sept. 8 - Nov. 6  
 Nov. 9 - Jan. 22  
 Jan. 25 - April 8  
 April 11 - June 9

*Teacher Inservice Schedule*  
 Sept. 1 - Teacher First Day & 1/2 Day All Teachers  
 Sept. 2  
 Sept. 25 - 1/2 Day S/PD  
 Oct. 29 - 1/2 Day S/PD  
 Oct. 30 - or TBD  
 March 8 or MME  
 May 6 - 1/2 Day S/PD



*Total Days*  
 175 Student Days  
 plus 30 hours professional development

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

# SCHEDULE B

## Jefferson Schools 2016-2017 District Calendar

 = Holidays / Vacations

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

**INS** = Inservice Day

Aug. 30 New Teacher Day; 1/2 Day PD All Teachers  
 Aug. 31 Teacher In-service  
 Sept. 6 First Day of School (students)  
 Nov. 23 1/2 Day Students & Staff  
 Nov. 24-25 Thanksgiving Break  
 Dec 22-Jan 2 Christmas Break

Jan 16 MLK Day  
 Feb 22 1/2 Day Students & Staff  
 Feb 23 - 27 Winter Break  
 April 14 - 21 Spring Break  
 May 29 Memorial Day  
 June 8 Last Day = 1/2 Day Students & Staff

AUGUST				
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29	N-INS	INS		

DECEMBER				
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APRIL				
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OCTOBER				
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FEBRUARY				
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JUNE				
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NOVEMBER				
M	T	W	TH	F
	INS	2	3	4
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21	22	23	24	25
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MARCH				
M	T	W	TH	F
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6	INS	8	9	10
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20	21	22	23	24
27	28	29	30	31

9 Weeks Schedule  
 Sept. 6 - Nov. 4  
 Nov. 7 - Jan. 20  
 Jan. 23 - March 3  
 April 3 - June 8

Teacher Inservice Schedule  
 Aug. 30 - Teacher First Day & 1/2 Day All Teachers  
 Aug. 31  
 Sept. 30 - 1/2 Day S/PD  
 Oct. 31 - 1/2 Day S/PD  
 Nov. 1 - or TBD  
 March 7 or MME  
 May 5 - 1/2 Day S/PD

Total Days  
 175 Student Days  
 plus 30 hours professional development

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

**Duration of Agreement**

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until the end of the contract year June 30, 2018. 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

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Trustee

\_\_\_\_\_  
Trustee

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Superintendent