

# AGREEMENT

by and between

Jackson Public Schools

and

Jackson Educational Support Personnel  
Association  
(JESPA)

Jackson, Michigan

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July 1, 2005 through June 30, 2008

# AGREEMENT

This Agreement entered into on this 1st day of July, 2005, between the Jackson Public School District, Jackson, Michigan, hereinafter referred to as the "Employer" and the Jackson County Education Association (JCEA), JESPA, MEA/NEA, hereinafter referred to as the "Union."

(Note: The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

**Purpose and Intent:** The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

## 1. ARTICLE – RECOGNITION AND CHECK-OFF

### 1.1 Recognition

1.1.1 Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in conformity with the certification issued by the Michigan Employment Relations Commission on June 21, 1982 in Case No. R82 C-117, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining regarding rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit, which include custodians, bus drivers, riders, maintenance, skilled trades, warehouse employees, Teacher Assistants and Educational Interpreters.

1.1.2 For the duration of this Agreement, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective negotiations or make any agreement with any such group.

### 1.2 Union Security

All employees as a condition of continued employment shall within thirty (30) days from the commencement of duties either:

1.2.1 Join the Association and sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National, Michigan and Jackson County Education Association), which authorization (see Appendix E) shall continue in effect from year-to-year unless revoked in writing between August 1<sup>st</sup>, and August 31<sup>st</sup>, of a given year.

1.2.2 Pay a service fee to the Association in an amount determined as appropriate under the MEA Policy and Procedures regarding objections to political ideological expenditures; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in paragraph 1.2 of this Article. In the event that an employee

shall not pay the service fee directly to the Association or authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the employee's wages and remit same to the Association.

1.2.3 The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of paragraph 1.2 above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees to promptly advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

1.2.4 **When Deductions Begin** – Check-off deductions, in accordance with standard authorization forms used by the Union, shall become effective at the time the application is signed by the employee, and shall be deducted from each pay for twenty (20) pays per year thereafter.

1.2.5 **Remittance of Dues to Financial Officer** – Deductions for Union dues for any calendar month shall be remitted to the designated financial officer of the Union, with an alphabetical list of names for whom dues have been deducted, within seven (7) working days after the second pay of each month.

Names and addresses of employees covered by this Agreement shall be made available each October and April to the local by the Board. Personnel status changes within the bargaining unit shall be made available on a monthly basis by furnishing a copy of the MEA's transmittal form to the local.

1.2.6 **Authorization Form for New Hires** – The Employer shall furnish each newly-hired employee with the Union's authorization form and further agrees to disburse copies of same to those indicated on the forms within five (5) days after the Employer receives the check-off form.

1.3 **Save Harmless Clause** – The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deduction other than to correct such errors. In the event of overpayment, the Union agrees to properly refund such monies as soon as practical.

The Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Section and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Union.

The Union shall indemnify and save the Board harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action by the Board in reliance upon claims made by the Union or a local that employees must be discharged because they are not members of the appropriate local in good standing.

## 2. ARTICLE – BOARD RIGHTS

- 2.1 The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including but without limiting the generality of the foregoing, the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of personnel and have the right to layoff.
- 2.2 The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this Agreement.

## 3. ARTICLE – UNION RESPONSIBILITY

- 3.1 **Objective** – The Union recognizes that the primary objective of this Agreement is to promote orderly personnel relations between the Board of Education and its employees in order to attain efficient and uninterrupted operation of the District's schools plants.
- 3.2 **Strike Prohibition** – The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means concerning any matters which are subject to the grievance procedure, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action against the Board.

The Union further agrees that should any of its members, acting individually without Union approval, violate this provision of the Agreement, the Union will take any action within its power to return said employee(s) back to work. Failure of the employee(s) to return to their workstations upon request by either Union or Board officials shall result in disciplinary action up to and including discharge.

## 4. ARTICLE – GRIEVANCE PROCEDURE

- 4.1 **Intent** – The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Nothing contained herein shall be construed as limiting the right of any employee, or the supervisor, to discuss a matter informally with an appropriate member of the management or the Union unless the issue is in the grievance procedure.
- 4.2 **Definitions**
- 4.2.1 A "grievance" is a claim by an employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.
- 4.2.2 A "policy grievance" is a claim by a group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. This

type of grievance shall first be subject to the Special Conference as per Article 12 and will be filed for Special Conference no later than fifteen (15) workdays of knowledge of the event or occurrence that is the basis for the claim. If it cannot be resolved at this step, then it may be submitted to Step 3 of the grievance procedure.

4.2.3 The "aggrieved person" is a person(s) making the claim.

4.2.4 The term "days" shall mean work days unless otherwise specified.

### 4.3 **Miscellaneous**

4.3.1 An employee desiring released time to process grievances as set forth herein shall request such released time from his/her immediate supervisor.

4.3.2 Necessary released time shall be honored as soon as possible without unduly affecting the efficiency of the operation but in no event later than twenty-four (24) hours from the time of the request for the grievant and applicable representatives at each of the proper steps.

4.3.3 On arrival at the building where the aggrieved employee is working, the Steward shall report to the supervisor of that building that he/she is contacting the aggrieved employee and upon obtaining all the facts and having discussion with the aggrieved employee's supervisor, he/she shall return to his/her job and report to his/her supervisor.

Released time will be granted for the following activities, but released time will be minimized, if possible:

4.3.3.1 Investigation

4.3.3.2 Oral presentation

4.3.3.3 Reducing the grievance to writing

4.3.3.4 Hearing

### 4.4 **General Principles**

4.4.1 The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

4.4.2 In the event the Employer fails to abide by the time limits at any step of the grievance procedure, the grievant may proceed to the next step.

4.4.3 The number of days at each step shall be considered as a maximum and effort should be made to expedite the process. Additional days may be used at any step by mutual agreement, in writing.

#### 4.4.4 Representatives

<u>Step</u>	<u>Union Representatives</u>	<u>Management Representatives</u>
1	Steward or President's Designee	Supervisor or Designee
2	Up to two (2) Representatives authorized by the Union and staff	Associate for Human Resource Services or designee and up to two (2) representatives

#### 4.5 Grievance Steps

4.5.1 **Pre-Grievance Discussion** – An employee with a complaint that there has been a violation of the Contract shall discuss the complaint with or without the Union Steward, with the supervisor before filing a written grievance. In this pre-grievance discussion, attempts shall be made to resolve the complaint. If the employee is not satisfied with the solution or answer given by the supervisor in the pre-grievance discussion, the complaint shall advance to Step One of the grievance procedure.

4.5.2 **Step One** – An employee and/or the Union Steward shall file in writing within ten (10) days after the event or occurrence which is the basis of the complaint a written grievance stating in detail the facts of the grievance. The supervisor will reply in writing within five (5) days of receipt of the grievance.

4.5.3 **Step Two** – If an employee is not satisfied with the disposition of the grievance, he/she may within the next five (5) days appeal the grievance to the Human Resources Director. The Human Resources Director will convene a hearing with the grievant and his/her representatives within five (5) days to seek a satisfactory solution. Within ten (10) days of the hearing of the grievance by the Human Resources Director and/or designee, a decision shall be rendered in writing to the grievant and his/her representatives.

4.5.4 **Step Three** – Any unresolved grievance may be submitted to arbitration in strict accordance with the following:

4.5.4.1 The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the time of receipt by the Union of final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

4.5.4.2 Within ten (10) days after notice of intent to arbitrate is given, the Board and the Union shall attempt to agree on five (5) names. Each side shall then

have the right to strike two (2) names. The first side to strike shall be decided by the flip of a coin. In the event the parties cannot agree upon a name, a list will be submitted by the American Arbitration Association.

- 4.5.4.3 The arbitrator shall have the power to decide the rate where a new job is created within the existing rate structure.
- 4.5.4.4 The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and shall be without power and authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.
- 4.5.4.5 The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Board.
- 4.5.4.6 In the event a case is appealed to an arbitrator and they find he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- 4.5.4.7 The expense of the arbitrator shall be paid by the losing party.
- 4.5.4.8 An employee and/or employee representative who loses time from his/her assigned schedule of work in the manner provided for in this Article relative to arbitration shall do so without loss of time or pay.

4.6 **Withdrawal** – An employee and/or the Union may withdraw a grievance without prejudice at any step of the grievance procedure by written notice to the Employer.

4.6.1 Any monies owed that are grievance related are to be paid within forty-five (45) calendar days. The date used will be the date the grievance reply is returned to the Human Resource Office.

## 5. ARTICLE – DISCIPLINE, DISCHARGE AND EVALUATIONS

- 5.1 Excluding verbal discipline, the Employer agrees to notify in writing the employee, the local President and the Steward in the department of the discharged or disciplined employee.
- 5.2 The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the department if said Steward is working at that time. The department head or his/her designated representative will make available an area where they may do so before the disciplined or discharged employee is required to leave the property of the Employer. Upon request, the department head or his/her designated representative will discuss the discharge or discipline with the employee and the Steward during the employee's next three (3) scheduled workdays.
- 5.3 Regarding the use of past record in imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, and will not

impose discipline on an employee for falsification of his/her employment application after a period of two (2) years from his/her date of hire.

#### 5.4 **Appeal of Discharge or Discipline**

5.4.1 Should the disciplined or discharged employee consider the action to be improper, an appeal shall be presented in writing through the Steward to the Superintendent of Schools, or his/her designee, within five (5) regularly scheduled work days of receipt of notice of the discipline or discharge.

5.4.2 The Superintendent or his/her designee shall, within ten (10) workdays after receipt of the appeal, review the discipline or discharge and reply in writing. The written reply shall be given within five (5) workdays after the review of the discipline or discharge, and the written reply will be processed as a Step Two answer in the Grievance Procedure.

5.5 Each employee's performance will be reviewed annually within thirty (30) days of his/her anniversary date. A copy of the evaluation will be provided the employee. If his/her performance is found to be unsatisfactory, he/she shall be given a written warning by the Employer, stating the reasons and a copy given to the Union.

5.5.1 If the employee fails to improve to a satisfactory level of performance within a four (4) week period of time, a Special Conference will be held to determine the reasons and a possible solution.

5.5.2 Continued unsatisfactory service will result in discharge or reassignment.

5.6 Whenever possible, except in cases where immediate discipline, up to and including discharge, is necessary to protect the welfare and/or safety of students, the public and/or school employees, the Board subscribes to a policy of progressive discipline to improve and correct behavior of employees.

Such a policy of progressive discipline, up to and including discharge, shall be appropriate to the behavior which precipitates the discipline.

Discipline or discharge shall be for just cause only, except for termination of probationary employees for reasons other than Union activities.

## 6. **ARTICLE – BUS DRIVERS, BUS RIDERS, TEACHER ASSISTANTS AND EDUCATIONAL INTERPRETERS**

### 6.1 **Bus Drivers**

#### 6.1.1 **Safety Equipment**

6.1.1.1 Bus drivers shall be personally responsible for the inspection and condition of the safety equipment on his/her bus, and to report any deficiencies to the

persons responsible for its repair or replacement, as required by law, or rules and regulations promulgated by the Michigan Department of Education.

- 6.1.1.2 The Employer shall provide forms necessary to inspect and note discrepancies of such equipment, with copies going to (1) Transportation Supervisor; (2) Mechanic; (3) the Driver. These forms shall be filled out before the bus leaves the bus lot on its run.
- 6.1.1.3 Notwithstanding the provisions of this section or any other article of this Agreement, school buses are understood to be the property of the Employer and will be assigned and reassigned as needed at the sole discretion of the Employer.

## 6.1.2 **Bus Driver Qualifications**

- 6.1.2.1 **License Requirements** – All bus drivers shall be required to possess current and valid licenses as required by law as a condition of employment. The Employer agrees to pay fifty percent (50%) of the necessary licensing fees to operate a school bus. The Employer will continue to pay for the road tests.
- 6.1.2.2 **Driver Skill Test** – All bus drivers shall be required to pass a driver skills test before they may transport students as required by the State Department of Education.
- 6.1.2.3 **Driving Records** – Bus drivers who have accumulated more than six (6) points on their driving record within any twenty-four (24) month period shall not be retained as a bus driver.
- 6.1.2.4 **Physical Examination** – All bus drivers shall be physically examined according to the law, but in no case less often than every five (5) years before they can transport students. This physical examination shall include an electrocardiogram, and all requirements noted on the proper form and by the Board's appointed physician, shall be met. The Board of Education shall appoint the administering physician, and their judgment shall be final and binding upon the Employer and the employee, except that in cases of disagreement between the Employer and the employee's physician, a third (3<sup>rd</sup>) physician will be appointed by the first two (2) and the neutral physician's opinion shall be binding. The cost of the physical examination, including the first EKG, shall be paid by the Board for regular, stand-by and substitute drivers. Any re-examination, unless ordered by the Employer, shall be the responsibility of the employee.
- 6.1.2.5 Bus drivers shall have the sole responsibility of maintaining current course completion registration cards, and upon expiration of such cards, shall not drive a school bus until all requirements for such course completion are met.

Drivers who allow their cards to expire shall not be allowed to drive for the District until a current card is acquired.

6.1.2.5.1 Attendance at the School Bus Drivers Training Course shall be required when necessary to maintain certification requirements.

6.1.2.5.2 Bus drivers will be paid their current stand-by driver rate while attending required training courses (not including monthly safety meetings, the annual 6-hour/2-hour training and CPR training). If the District requires a driver to attend a required training course outside of Jackson County, then transportation to and from the training course will be provided by the District.

6.1.3 **Bus Driver Safety Meetings** – The Employer will provide in-service for drivers. The number and duration of such in-service meetings shall be determined by the Employer. Drivers will be paid their regular hourly rate of pay for attending these meetings.

6.1.4 **Bus Driver Definitions**

6.1.4.1 Regular drivers shall be considered as those persons whose regular bid, or assigned job is to be a particular bus run. Regular drivers shall be persons on a seniority list, and not assigned to another position within the school system.

6.1.4.1.1 The Employer may maintain a task force not to exceed three (3) unassigned bus drivers classified in Pay Grade #14. These persons will be considered regular bus driver ten (10) month employees, with a minimum of six (6) hours per day, and may be assigned up to eight (8) hours per day with the employee's approval. These person(s) shall be subject to assignment for the day by the Transportation Supervisor/or designated administrator to fill vacancies caused by absences of regularly scheduled personnel, including bus riders, or for special transportation-related assignments, such as picking up parts, washing busses, etc., when and as needed. All initial assignments will be made the preceding workday, but the remainder of the assignment will be given no later than 7:00 a.m. of that workday. Any available clipboard routes not in conflict with the day's assignment may be bid by task force members only after all other regular bus drivers have bid. Task force employees will be assigned to whole or partial a.m., p.m. and kindergarten runs only. These employees may not bid on charter trips. It is understood that the radio will still be used to fill runs or

portions of runs according to seniority that have not been assigned to a task force employee.

**6.1.4.2 Substitute Drivers/Custodians**

6.1.4.2.1 Substitute drivers shall be persons assigned to other full or part-time positions within the school system. They will not be allowed to bid on any runs (scheduled or unscheduled) until all regular and stand-by drivers have bid. It is understood that bargaining unit members will hold only one (1) classification except in the case of temporary assignments.

6.1.4.2.2 Substitute custodians shall be persons assigned to other full or part-time positions within the school system. They will be assigned as needed because of illness or absence of regular employees, not because of usual custodial overtime.

6.1.4.3 **Stand-By Bus Drivers** – Stand-by bus drivers are persons not employed on a regular basis, or assigned to a particular job within the school system. They are persons who are on call to relieve regular drivers from jobs as needed. They shall be fully qualified and certified bus drivers. They will not be on the seniority list nor receive any benefits of regular employees. Stand-by drivers shall be paid only for time actually worked and shall complete the absent driver's a.m. and p.m. route and other runs of the absent drivers that have not been filled from the clipboard. Stand-by drivers also may be assigned to cover for absent drivers in the event of a District-wide early release of students.

6.1.4.4 The Board will keep the Union up to date regarding the date and time of hire of stand-by drivers.

**6.1.5 Bus Run Definitions**

6.1.5.1 **Regular Bus Run** – A regular bus run shall consist of an a.m. and p.m. route during which students are delivered to and from schools.

6.1.5.1.1 **Run Classification and Bidding** – All runs as defined in 6.1.5.1 shall be bid as either a #13 or #14.

6.1.5.2 **Noon Runs and Activity Runs** – All noon kindergarten runs and shuttle runs shall be posted as separate jobs. They shall be bid separately and may be dropped separately. However, during any school year, only one (1) change in each original bid can be carried out. One (1) change would not apply to bids due to increase or decrease in time as per 6.1.5.5.

A driver may have a leave from a portion of his/her regular run for a period of time mutually agreeable to the Employer and employee.

Vacant noon kindergarten and shuttle runs will be filled off the clipboard.

### 6.1.5.3 **Noon Kindergarten Runs and Shuttle Runs**

6.1.5.3.1 Noon Kindergarten runs are those runs during which kindergarten students are delivered to home bus stops from school, or are picked up at home bus stops and delivered to school.

6.1.5.3.2 Shuttle runs are those runs where students are picked up at their school and delivered to classes away from that school. Painting and decorating classes, welding classes, building trades or classes for vocational educational training are included.

### 6.1.5.4 **Assignment of Vacant Noon Kindergarten and Shuttle Runs** – Assignments for vacant noon kindergarten and shuttle runs will be filled using the guidelines listed below:

6.1.5.4.1 Regular drivers wishing to be called to fill in for that day will sign the sheet on the clipboard in the lounge.

- 1) The employee remains in the lounge until assigned.
- 2) The employee is contacted by radio if on school business.

6.1.5.4.2 Ten (10) minutes following the starting time of the latest school, rounded to the nearest sixth (6<sup>th</sup>) of an hour, the dispatcher will take the sign-up sheet down for that day and will fill the vacancy from the signers by availability and seniority.

6.1.5.4.3 These runs will not be subject to the two (2) hour minimum in 6.1.5.6.11.

6.1.5.4.4 Whole or partial AM or PM runs which cannot be assigned to a stand-by driver will be placed on the clipboard based on the availability of drivers, loads, and overall efficiency.

6.1.5.5 **Run Assignments** – All bus runs will be posted at least one (1) week prior to bid day. Posted runs will include the anticipated amount actual working time necessary to complete the run, which is known as "bid time." Actual run times may vary from the bid times listed on postings. Drivers shall be paid only for actual hours worked, regardless of bid time. All runs which are increased or decreased by thirty (30) minutes or more per day will be

posted for re-bid as a new job. Any request for an increase in bid time will be subject to both physical and computer verification. No increase will be approved without verification.

6.1.5.5.1 **Bid Day** – All regular drivers and riders will bid by seniority on bid day. Employees must bid a.m./p.m. routes in the position (driver or rider) which they held at the end of the previous year. Noon runs (driver and rider) will be awarded to the most senior qualified bidder.

6.1.5.5.2 **Call In Pay** – Drivers called in to work to cover regular runs will be paid the greater of the actual hours worked or one (1) hour at the driver's regular rate of pay. This provision shall not apply to additional run assignments dispatched to drivers while driving.

6.1.5.5.3 **A.M. and P.M. Routes** - When bidding on a run, a driver bids on a #13 or #14 run and is paid accordingly. All drivers may bid on all runs for which they are available. When driving a #13 run, the driver is paid at a Pay Grade #13 hourly rate. When driving a #14 run, the driver is paid at a Pay Grade #14 hourly rate.

6.1.5.5.4 **Noon Runs and Shuttles** - For noon runs and shuttle runs, all qualified regular drivers and riders may bid on driver and rider positions by seniority.

If a driver's layover time is altered by the addition of a school, any disputes that may arise will be reviewed within two (2) workdays by a joint, administration and association team. The review will precede any grievances being filed. Any resulting grievance will be filed at Step One (1). The timelines for Step One (1) grievances will begin at the conclusion of the joint review.

6.1.5.6 **Charter Trips** – Charter trips are temporary run assignments, aside from regular run assignments, during which students are transported to an educational field trip, sports event, children's theater, or special event.

6.1.5.6.1 All charter trips will be posted and interested drivers within job classification 13-511 and 14-512 must sign. Seniority and preference will be the ruling factor in assignment of charter trips. Provided, however, that no driver may be assigned a charter trip, without prior approval of the supervisor, that conflicts with that driver's regular run unless the charter trip is posted as more than four (4) hours in duration.

- 6.1.5.6.2 A regular driver may sign for as many trips as he/she wishes but is permitted to take only two (2) trips per week according to seniority. Week is defined in 6.1.5.6.6.
- 6.1.5.6.3 No driver shall take two (2) trips on consecutive days or nights unless there is no other driver available.
- 6.1.5.6.4 Regular drivers shall indicate sequence choice when signing for more than one (1) trip.
- 6.1.5.6.5 Charter trips scheduled after posted trips have been assigned on the weekly schedule will be posted. Any regular driver may bid for such assignment. The assignment will be made at least twenty-four (24) hours before the trip is scheduled to leave. If the trip cannot be posted because of time limitations, the trip will be assigned to the most senior, eligible driver.

The trip will be assigned to the senior eligible bidder, providing such bidder has not already taken two (2) trips during the week, or has not already taken a trip the day before the late posted trip. If the senior bidder has an assigned trip later in the week which would make him/her ineligible (i.e., more than two (2) trips during the week, or on consecutive days or nights), it is agreed that he/she would relinquish the trip which makes him/her ineligible. Trips that the successful bidder was previously assigned will be assigned to the senior bidder from the list of original bidders who meet the contractual language.

- 6.1.5.6.6 All regular drivers assigned to a trip must give twenty-four (24) hours notice if they are unable to take the trip except under extenuating circumstances. There shall be no trading of trips among drivers. Weekly schedules of charter runs will be made out following the Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday sequence. If all regular drivers signing a specific posting for a charter trip are ineligible, then the charter trip will be awarded to the senior ineligible bidder.

Ineligible trips will be awarded to the most senior ineligible driver who signed for the trip, on a rotating basis based on seniority. Drivers are limited to two (2) ineligible trips per week, unless there are no other ineligible drivers available.

- 6.1.5.6.7 When a regular driver signs for and is assigned a charter trip in good faith, and said trip is canceled, except for Acts of

God and/or catastrophe, the driver shall be reimbursed for two (2) hours, unless the Employer or its agent has notified the driver of the cancellation twenty-four (24) hours prior to the posted departure of the trip. Acts of God include elements over which man has no control. These would include disasters of major proportion or situations in which it would be dangerous to hold the activity, such as bomb threats, civil disorders or weather conditions.

- 6.1.5.6.8 It is agreed that the payment of a driver on a continuous basis from the time they leave the bus lot until they return to the bus lot applies to trips completed during a period of time not requiring the driver to stay overnight. The driver will be paid for the time required to reach the destination each night and pay will resume when he/she departs on the charter trip the following morning. Further, the Employer will provide lodging and meals at or near the location of the activity and will provide reimbursement for other meals not provided in the amount of twelve dollars (\$12.00) per day.
- 6.1.5.6.9 All trips within a twenty (20) mile radius to be paid by the hour at the regular hourly rate. All trips outside the twenty (20) mile radius to be paid at the per hour charter trip rate. The miles to be from point of pickup to destination. Mileage to pickup point and mileage put on after reaching destination shall not be used in computation. Official State of Michigan Map Mileage shall be used for determination of point-to-point mileage.
- 6.1.5.6.10 When an employee signs for a trip in good faith with the exception of being back before his/her regular run as stated in the bid and is prevented from so doing by unforeseen circumstances, he/she shall not be docked for the regular run. The employee shall notify the transportation supervisor, by telephone or radio, of the unforeseen circumstances as soon as it is known that he/she will be late. Unless prevented by circumstances he/she will notify the transportation supervisor at least thirty (30) minutes prior to the start of the regular run. The employee will report in, ready to work, and remain during the balance of the time of the regular run in case he/she is needed, in the opinion of the supervisor.
- 6.1.5.6.11 An employee called for a charter trip will be paid a minimum of two (2) hours guaranteed work within the driver's Pay Grade at regular rates for each call except on Saturday, Sundays, or holidays, and then in accordance with the

Contract. Drivers called for regular runs will be paid a guaranteed minimum of one (1) hour. A charter trip call-in is defined as a charter trip that a driver accepts and which could not be assigned through the regular process.

6.1.5.6.12 Drivers are to be paid from the time they leave the bus lot until they return to the bus lot. Salary increase percentage is applied to charter trips as follows:

2005-06 \$10.01  
2006-07 \$10.11  
2007-08 \$10.21

6.1.5.6.13 On charter trips of five (5) or more continuous days, the driver(s) will be paid per day for every day away from Jackson, including those days when no driving is done. Salary increase percentage is applied to charter trips as follows:

2005-06 \$86.68  
2006-07 \$87.55  
2007-08 \$88.43

The driver(s) will receive board and lodging, as the conditions of the field trip dictates, to be paid by the sponsor of the trip.

6.1.5.6.14 **Clipboard Bidding** - All regular drivers and riders may bid on all clipboard positions by seniority. The regular drivers' and riders' a.m./p.m. pay rate shall be the pay rate for clipboard.

6.1.6 **Infraction Slip Policy** -The Union shall be allowed to have input into the revision and any changes in the Infraction Slip Policy through two (2) representatives of its choice. The provisions of the Infraction Slip Policy will be followed by the drivers and Employer, provided, however, that discipline must be consistent with Board, school and department policies. In the event of a disputed infraction, the appropriate discipline shall be decided by the Transportation Supervisor or the Building Administrator.

6.1.7 **Bus Driver Clean-Up and Gas Time** – Each day worked, drivers will be paid:

.4 for gassing and cleaning (if applicable)

.1 for pre-trip, a.m. run (if applicable)

.1 for pre-trip, p.m. run (if applicable)

.1 for pre-trip, midday run (if applicable)

This time will be added to daily bid time for days actually worked.

6.1.8 For bus drivers and bus riders, each payroll payment shall cover the bi-weekly period ending on Friday, two (2) weeks previous to the scheduled pay date.

6.1.9 **Act of God Days** – When the busses do not run because of weather conditions and schools are closed to students, employees working less than twelve (12) months per year will not be required to report for work duty. Employees will be paid for up to one (1) Act of God day per school year. Thereafter, employees will be paid only for actual hours worked, regardless of whether the failure to work is caused by weather conditions or other "Acts of God."

For those employees working less than twelve (12) months a year, when "Act of God" days are made up, pursuant to the current State Aid Act, such bargaining unit members shall be required to report to work. The make up of "Act of God" days shall be only as required by state law.

6.1.10 **Half Day Compensation and Services** – Bus drivers and riders shall be paid their bid time for the half day on the first student day of each school year, but after their driving is completed they shall be required to spend not more than two (2) hours in the afternoon reviewing and revising the new bus routes. Bus drivers and riders shall be paid their bid time for the half day on the last student day of each school year but they shall be required to clean and fuel their bus and turn in completed route sheets after their driving on that day is completed. On other half days, bus drivers and riders shall be paid only for actual time worked.

## 6.2 **Bus Riders**

6.2.1 **Assignment** – Bus riders will bid assignments, as determined by the District, to meet student needs, specifically:

- a. To assist in the transport of wheelchair or similarly disabled students.
- b. To assist in the transport of medically fragile students.
- c. To control student behavior.

6.2.2 **Posting** – Bus rider positions will be posted as Rider Attendant (fixed assignment).

### 6.2.3 **Current Bus Riders**

Bus Riders currently employed by the District may earn their CDL at District expense by August 15, 2008. As driving positions become available, they will be expected to apply for vacancies as a driver. If there are no driving vacancies, current bus riders will not lose their benefits provided they do not refuse to bid on open driving positions.

Current employees who move into bus riding positions have the same ability as illustrated above.

Newly-hired bus riders will not be eligible for benefits.

6.2.3.1 Bus Riders may be used as substitute drivers.

## 6.3 **Teacher Assistant**

6.3.1 **Written Examination** – Effective January 2, 1979, all Teacher Assistants shall be required to pass a written test as requested by the Special Education Department head.

### 6.3.2 **Work Schedule**

6.3.2.1 Teacher Assistants will work all days teachers are on duty, with the exception of four (4) days each school year (Teacher work day, Records Days, and a full day professional development day). However, Teacher Assistants may be required to work on those days at the discretion of the District. Hours may vary due to supervision requirements before and after bus arrivals.

6.3.2.2 The employer shall determine the number of full-time and part-time Teacher Assistant positions based on operational needs. The Employer will not create part-time positions for the purpose of making employees ineligible for benefits. For purposes of this agreement a full-time Teacher Assistant is regularly scheduled to work more than twenty-eight (28) hours a week and a part-time Teacher Assistant is regularly scheduled to work twenty-eight (28) hours or less a week.

6.3.2.3 Teacher Assistants' performance evaluations (as provided for at Section 5.5 of this Agreement) shall be completed by the appropriate Building Administrator who may, at his or her discretion, seek the input of the appropriate special education teacher.

6.3.3 **Salary Rates** – Teacher Assistants assigned to a position in a special education classroom will be paid as a Pay Grade #13.

6.3.4 Teacher Assistants in the classroom may enroll in the Jackson Community College for courses that would directly relate to their employment with the School District provided that:

- 6.3.4.1 Enrollment in such courses must have prior written approval of the Director of Special Education and the Director of Finance.
- 6.3.4.2 Courses taken shall be limited to one (1) per semester.
- 6.3.4.3 Request for approval must be made in writing, stating course, fees, and meeting times at least two (2) weeks in advance of the first meeting.
- 6.3.4.4 Fees for approved courses shall be paid by the Board if a grade of "C" or better is obtained in the course and a transcript of such grade/credit is furnished to the Human Resource Office.
- 6.3.5 A Teacher Assistant in the classroom required to take specialized training shall have the fees for such training paid by the Board. Teacher Assistants will be paid at the first year of classification #13, while attending the required specialized training.
- 6.3.6 Teacher Assistants shall not be responsible for the exclusive supervision of students for extended periods of time. Extended is defined as in excess of a thirty (30) minute continuous period but such period shall not include time spent in an I.E.P.C meeting, lunch hour(s)/sessions, or bussing time.
- 6.3.7 Various in-service programs may be made available to Teacher Assistants, some of which may be mandatory. Where attendance at an in-service program is mandatory, the Employer will provide notice, in writing, at least seven (7) days prior to the mandatory in-service program.

#### 6.4 **Educational Interpreters**

- 6.4.1 **Qualifications** – Jackson Public Schools will employ Educational Interpreters under four (4) levels.

**Level 1** – High School graduate or GED. Successfully pass the District achievement test for all Special Education Teacher Assistants, successfully pass the District sign language test within a minimum score of eighty percent (80%) and take a minimum of six (6) semester hours per year in a state-approved program.

**Level 2** – All of the qualifications of Level 1 and have an Educational Interpreters Associates Degree from a state-approved program.

**Level 3** – All of the qualifications of Level 2 and have passed the State of Michigan Quality Assurance Interpreter Screening Program (Q.A.) at Level II or above.

**Level 4** – All of the qualifications of Level 3 and have obtained the National Registry of Interpreters for the Deaf Certification.

- 6.4.2 **Responsibilities** – All Educational Interpreters will perform duties as outlined in the Jackson Public Schools' job description and adhere to the "Code of Ethics" as published by the Registry of Interpreters for the Deaf.
- 6.4.3 **Additional Interpreting** – Interpreters performing services for the Jackson Public Schools, outside of their regularly scheduled work day, will be paid at a rate of twenty dollars (\$20.00) per hour. A one (1) hour minimum will be paid for any job starting more than one (1) hour after the interpreter's work day.
- 6.4.4 **Non-Student Interpreting at School Functions** – An interpreter will not be assigned to function in a dual capacity (i.e., interpreting/participating at I.E.P.C.'s, staff meetings, professional development, In-Services and conferences). In such situations, Jackson Public Schools will make every attempt to employ a second interpreter.
- 6.4.5 **Individual Educational Planning Meetings** – Interpreters may be required to attend I.E.P.C.'s pertaining to students to which the interpreter is assigned or is being assigned. The interpreter shall report on student's use of interpreting services and sign language mode as well as obtain information regarding the student's sign language mode, academic level and any specific circumstances.
- 6.4.6 **Salary Rates** – Educational Interpreters shall be paid in accordance with Appendix C, depending on Level.
- 6.4.7 **Reimbursement for Required Classes** – Interpreters required to take courses related to their continued employment will be reimbursed by the District for necessary tuition and books.
- 6.4.8 Educational Interpreters will work all days teachers are on duty, with the exception of four (4) days each school year (Teacher work day, Records Days, and a full day professional development day). However, Interpreters may be required to work on these days at the discretion of the District. Hours may vary due to supervision requirements before and after bus arrivals.
- 6.4.9 The employer shall determine the number of full-time and part-time Educational Interpreter positions based on operational needs. The Employer will not create part-time positions for the purpose of making employees ineligible for benefits. For purposes of this agreement, a full-time educational interpreter is regularly scheduled to work more than twenty-eight (28) hours a week and a part-time educational interpreter is regularly scheduled to work twenty-eight (28) hours or less a week.

## 7. ARTICLE – HOURS OF WORK – WORK WEEK AND PREMIUM PAY

7.1 **Duties of Employment** – All employees shall fully, faithfully and properly perform the duties of their employment.

### 7.2 **Work Requirements**

- 7.2.1 The Board recognizes the principle of a standard forty (40) hour workweek and will set forth work schedules and make work assignments which can reasonably be completed within such standard work week. The Board will not require members within the bargaining unit to regularly work in excess of such standard workweek.
- 7.2.2 Work schedules for custodial employees showing the employee's work assignment and workday shall be posted in a building where he/she is assigned and shall not be removed by the employee.
- 7.2.3 The custodial employees assigned to specific schools shall work eight (8) consecutive hours a day including a twenty (20) minute lunch period subject to call on days when school is in session.
- 7.2.4 Those days when school is not in regular session, summer and vacations, the employee shall work eight (8) hours exclusive of the thirty (30) minute lunch period which shall be as near as possible to the middle of the shift.
- 7.2.5 Maintenance and warehouse employees shall work eight (8) hours exclusive of thirty (30) minute lunch period. All second shift employees shall work eight (8) consecutive hours, inclusive of a twenty (20) minute lunch period, subject to call.
- 7.2.6 Time cards are to be filled out and signed by the individual employee and the card shall include only actual hours worked. Days off for whatever reasons shall be handled by the proper forms from the Maintenance Office giving authorization to the Payroll Department.
- 7.2.7 Any employee working less than on a year-round assignment, may elect to be paid on either twenty-one (21) or on twenty-six (26) pays. The twenty-six (26) pays will be based on accepted bid time. An employee must make his/her request in writing no later than July 15, to be effective from September 1 through August 31, of the next year.

- 7.3 **Shift Change** – Any employee whose shift is to be changed shall be given five (5) calendar days verbal notice of such shift change, unless otherwise mutually agreed upon. Verbal notice of change shall be confirmed in writing by the Employer.

Prior to any shift change, except for normal shift changes at winter break, spring break and summer break, a meeting between the affected employees and the Physical Plant Office will be scheduled to discuss the potential shift change and possible options.

Employees with the same position title may, by mutual agreement and with the approval of the Physical Plant Office, exchange their assigned work shifts. An employee cannot change his/her shift without authorization from the Physical Plant Office

- 7.4 **Rest Periods** – Regular full time employee work schedules shall provide a fifteen (15) minute rest period as near as possible to the middle half of each four (4) hour work shift. The rest period will be taken at the job site.

- 7.5 **Special Assignment** – Those employees regularly assigned less than a full twelve (12) month period shall be afforded the first opportunity for seasonal employment, or special assignments, and shall be compensated at the grade, step and level for the job classification to which they are assigned. No other assignment in the District will be taken at the same time as the seasonal or special assignment.
- 7.5.1 Employees involved in trips outside the twenty (20) mile radius requiring the operation of both transportation and maintenance vehicles, taking place after school hours or weekends, and outside of their regular work hours, and which require the transporting of students, equipment and supplies for music performances, shall be paid at the same rate as specified in 6.1.5.6.12.
- 7.6 **Emergency Call Time** – An employee recalled to work outside of his/her regularly scheduled shift shall be provided with a minimum of two (2) hours of work or shall be paid for a minimum of two (2) hours unless such call is in continuity of his/her regular shift.
- 7.7 **Rate of Pay** – Time and one-half the regular rate of pay shall be paid for all hours actually worked in excess of forty (40) in a single week. Compensation shall not be paid twice for the same hours. Overtime shall appear on the employee's check stub.
- 7.7.1 **Sunday and Holidays:** Double-time shall be paid for mandatory work performed on Sundays, including building checks. Mandatory overtime on holidays shall be paid at time and one-half (1.5) the regular rate plus the holiday pay, including building checks.
- 7.7.2 **Compensatory Time In Lieu Of Overtime Pay:** Notwithstanding the foregoing, an employee and his/her supervisor may mutually agree that the employee may accrue compensatory time in lieu of overtime pay. An employee may not accrue compensatory time in excess of forty (40) hours. Compensatory time shall accrue at the rate of one and a half (1.5) hours for every hour of overtime worked. Accrued compensatory time shall be used within ninety (90) days after it is accrued. Employees shall receive pay for any compensatory time not used within the ninety (90) day period. The employee and the supervisor shall mutually agree on when the compensatory time shall be used. All accrued compensatory time in lieu of overtime pay shall be recorded on the overtime lists.
- 7.8 **Overtime Distribution** – Overtime shall be compulsory only in the event of an emergency, which is defined as any condition beyond the control of management, which needs immediate attention. With the above exception, overtime shall be voluntary and there shall be no discrimination against employees who decline to work overtime.
- 7.8.1 Overtime for custodian and maintenance employees shall be distributed as nearly as possible equally to employees working within the same building or department within the same job classification, provided those eligible are qualified to perform all the needed services. The overtime hours shall be posted monthly for all employees throughout the year beginning July 1<sup>st</sup> through June 30<sup>th</sup>.

Overtime shall be made available by seniority for the first hours each year at the appropriate rate for the job performed.

In an effort to equalize overtime opportunity, the Employer will offer the work to the most senior employee within the building or department who has the least number of hours credited and the necessary skills to perform the overtime work. Time not worked because the employee refused the offer or was not available will result in crediting the employee with the hours offered the same as if he/she had accepted and worked those hours.

In the event that extenuating circumstances creates an unequal distribution of hours, senior employees who have fewer credited hours will be offered overtime until credited hours are equalized.

If vacation time is already scheduled by an employee, then overtime will not be credited to the employee if the overtime is on any day immediately preceding, during, or following the scheduled vacation, unless the employee has volunteered.

7.8.2 If overtime work becomes available within the skilled trades of the maintenance division and no employee in the department where the overtime opportunity exists wishes to or is able to work, the opportunity will be offered to the employees of the maintenance division as defined in 7.8.1 above.

7.8.3 In the event a substitute is needed for custodial work, an employee may volunteer for this assignment if the usual source of replacement cannot fill this request.

7.8.3.1 This substitute work shall be performed as classification Pay Grade #11 in the substitute's respective step.

7.8.3.2 Hours worked, as a substitute custodian, will not be included in calculating the average workweek for the purpose of Article 10.5.

7.8.4 Employees in the categories cited above who volunteer shall notify the Employer in writing of their desire to substitute. Their names shall then be placed on the overtime list. Notification must be given during the first ten (10) working days of September and the first ten (10) working days of February by written notice to the Maintenance Office on Form 1718.

Employees who wish to withdraw from such participation shall do so in writing. Substitute lists shall be kept up-to-date monthly and posted at the maintenance building.

## 7.9 **Labor Pool**

7.9.1 The Employer shall maintain a labor pool/task force not to exceed ten (10) unassigned persons classified in Class Grade #11.

- 7.9.2 These persons will be considered as regular employees, but shall be subject to assignment by a supervisor to fill vacancies caused by absences of regularly assigned personnel or for special assignments when and as needed.
- 7.9.3 No person in the labor pool will be required to work the third shift unless there is a vacancy of five (5) days or more in a third shift assignment.
- 7.9.4 When making day shift assignments (6:00 a.m. – 2:00 p.m.), in most all cases preference shall be given to the most senior labor pool employee.
- 7.9.5 After five (5) consecutive working days in one (1) assignment, a task force/labor pool person will be entitled to a rotation for overtime as long as the person remains in the one (1) assignment without interruption. The overtime does not include building checks.

7.10 **Stand-by Custodians** – If the Employer maintains a labor pool/task force of at least five (5) unassigned persons, then the Employer has the right to use stand-by custodians.

- 7.10.1 Stand-by custodians are persons not employed on a regular basis or assigned to a particular job in the school system during the school year. They are persons who are on call or relieve regular custodians from jobs as needed during the school year. They shall be fully qualified. They will not be on the seniority list, nor receive any benefits of regular employees. Stand-by custodians shall relieve only Grade #11 positions and shall not earn overtime. Other bargaining unit members working four (4) hours or less, who have signed up on a stand-by list and who are able to report to the assigned building no later than one (1) hour after students are dismissed, shall be called on first before the stand-bys are called, pursuant to Article 7.8.4. Stand-by custodians shall not be able to use the time served on stand-by to meet minimum qualifications for obtaining regular bargaining unit positions.

Laid off employees shall be called first in order of seniority before the stand-by list is utilized.

7.11 **“Act of God” Days** – Custodian and maintenance employees are expected to report for work as soon as conditions permit when schools are closed because of an Act of God or other conditions resulting in closing. Should employees fail to report, disciplinary action may result which would be subject to the grievance procedure. If transportation is made available by the District, an employee is expected to work. Employees will only be paid for actual hours worked, regardless of the reason for a school closing.

## 8. ARTICLE – WAGE AGREEMENT

8.1 **Application and Administration of the Compensation Plan**

8.1.1 **Entrance Salary Rates**

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

8.1.1.2 **Starting Rate on Return to Duty** – When an employee returns to duty in the same class or position after a leave of absence from the service of the school district of not more than one year, such employee shall receive the rate in the pay range at the step at which he/she was paid at the time of leave and shall subsequently serve there for at least such period as is normally required for advancement to the next step.

8.1.1.3 **Starting Rate on Return from Military Service** – Any employee who leaves or has left the service of the school district to enter the active service of the Armed Forces of the United States and who subsequently is reinstated to a position previously held, shall receive the rate to which he/she would normally have been entitled had the service with the school district not been interrupted by such service.

8.1.2 **Rates for New Jobs** – When a new job is placed in a unit and cannot be placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the description and rate are proper, a decision will be made by the Professional Council.

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

8.3 **Longevity Advancement for Employees in Positions Subject to Salary Schedule (Appendix C)** – Advancement to the first longevity rate shall be made after completion of at least one (1) year of satisfactory employment at the maximum rate provided for the class of positions to which the employee has been appointed and eight (8) years of continuous employment with the school system. Advancement to the second longevity rate shall be made after completion of at least one (1) year of satisfactory employment at the first longevity rate and fifteen (15) years of continuous employment with the school system. Longevity will not apply to employees hired after January 1, 1977.

8.4 **Recommendation for Pay Advancement Within Grade** – After the first year of employment in a position, the department head or principal concerned shall recommend in writing to the Superintendent the subsequent advancement in pay of each employee who has met the requirement for advancements as enumerated above. The recommendation shall include a certification that the employee's service has been entirely satisfactory for at least three (3) months immediately prior to the effective date of the recommended advancement.

8.5 **Requirements as to Continuity of Service (Loss of Seniority)** – Continuous service shall be required for advancement within pay ranges and for other purposes as specified herein. Continuous service means district employment without break or interruption. Leaves of absence without pay of ninety (90) calendar days or less and leaves of absence with pay shall not interrupt continuous service nor be deducted therefrom. Leaves of absence without pay in excess of ninety (90) calendar days, except for extended service with the armed forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.

8.6 **Regular Employees** – All rates shall be listed on an hourly basis to the nearest cent when percentages are used to determine the rates. Payment will be made on a bi-weekly basis on alternating Fridays.

8.7 **Shift Differential Pay**

8.7.1 Any employee who is authorized and required to work regularly a permanent third shift shall be paid a premium of three percent (3%) of his/her regular rate while so assigned.

8.7.2 A permanent third shift shall be defined as one which has its regular starting time at or after 9:00 p.m.

8.8 **Temporary Assignments** – When temporary assignments are made for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., he/she will be granted to the senior employee who meets the requirements for such job. Temporary assignments will be granted within the building or department first. If the employee works the job for three (3) or more days, he/she will receive pay at the next higher step rate if the position filled is one (1) grade higher than his/her own, or they will receive pay at a maximum of a two-step higher rate if the position is two (2) or more grades higher than his/her own for all hours worked from the first day working such vacancy.

Upon recommendation by the supervisor, when an employee is on temporary assignment in Position Number 536 – Senior Custodian Engineer, or Position Number 538 – Chief Custodian Engineer, and is performing the duties and responsibilities of that position number for a period of six (6) or more days, when school is in session, will be entitled to a seventeen percent (17%) increase in his/her current hourly rate. This does not affect Article 20.1.4.2

8.9 **Base Rates** – The Base Rates, Index 1.00 shall be as follows:

July 1, 2005 – June 30, 2006	\$11.98
July 1, 2006 – June 30, 2007	\$12.10

- 8.10 **Substitute Pay For Teacher Assistants And Educational Interpreters** – When Teacher Assistants or Educational Interpreters substitute for special education teachers they shall be paid eight dollars (\$8.00) an hour for all hours in the substitute capacity in addition to their regular hourly rate; provided, however, if a substitute for the Teacher Assistant or educational interpreter is not available and the Teacher Assistant or educational interpreter substitutes for more than half (1/2) the teacher's work day the Teacher Assistant or educational interpreter will be paid sixty-four dollars (\$64.00) in addition to the regular hourly rate. Substituting for a special education teacher shall be voluntary. Substituting for a special education teacher does not include exclusive supervision of students as required by Article 6.3.6.
- 8.11 Teacher Assistants (T.A.) with ninety (90) credit hours or more will be reimbursed by the district for the licensing fee and will have priority to substitute for an absent teacher to whom the Teacher Assistant is assigned. A substitute will then be provided for the T.A.
- 8.12 A mileage allowance for authorized travel on official school business by an employee in a personally owned automobile shall be paid at the current IRS rate.
- 8.13 Employer shall replace tools necessary for jobs, broken in the course of an employee's work for the Jackson Public Schools. Employees will be held responsible for equipment used to perform their job, safety equipment and keys issued to them. If loss or damage is due to negligence, the Employer reserves the right for restitution from the employees.
- 8.14 **Clothing Allowance** – The parties agree to raise the clothing allowance from twenty dollars (\$20.00) to one hundred dollars (\$100.00). All requests must have prior approval. This is provided for apprentice series, skilled trade leaders, skilled trade series, labor maintenance series, and semi-skilled labor series.

## 9. ARTICLE – LEAVE OF ABSENCE

- 9.1 **Sick Leave Allowance** – Any employee contracting or incurring any non-service connected sickness or disability which renders the employee unable to perform his/her duty of employment shall be eligible for sick leave with pay within the limits as set forth below:
- 9.1.1 Sick leave will be allowed at a rate of one (1) day for each full calendar month worked until an employee has reached the annual maximum set forth in Section 9.1.2 below. Sick leave will be credited to the employee's account on the last day of each month worked. Sick leave will not accrue in any month during which the employee is not actually performing work on at least fifty percent (50%) of the scheduled working days in the month, such that sick leave will not accrue when, for example, an employee is on a leave of absence, paid or otherwise, for more than fifty percent (50%) of the working days in a given month.
- 9.1.2 The annual maximum amount of sick leave credited to employees in a year is as follows:

- 9.1.2.1 10 Month Employees: 10 Days Per Year  
12 Month Employees: 12 Days Per Year

9.1.2.2 Employees hired on or after January 1, 2003:

YEARS OF SERVICE	SICK LEAVE DAYS	
0 – 3	10 Month Employees:	5 Days Per Year
	12 Month Employees:	7 Days Per Year
4 +	10 Month Employees:	10 Days Per Year
	12 Month Employees:	12 Days Per Year

For purposes of this Article, (Article 9), a "year" is defined as the JPS fiscal year, which runs from July 1 through June 30.

9.1.2.3 Sick leave will be credited to the employee's account on the last day of each month with the following accumulation:

Employees hired before January 1, 2003, unlimited accumulation.

Employees hired on or after January 1, 2003, accumulation limited to fifty (50) days.

9.1.2.4 Employees shall have available for use those days they have accumulated as stated in this article.

9.1.3 In questionable cases, the Employer may require proof of illness. The Employer may require the employee to take a medical evaluation by the Employer-designated physician at no cost to the employee.

9.1.4 Probationary employees shall accumulate sick leave during probation and will be entitled to paid sick leave benefits upon completion of their probationary period.

9.1.5 The first day of each absence for illness/disability will be without pay for those employees who have less than five (5) days of accumulated sick leave. Such employees may not use a family illness day, personal day or other paid day to receive pay for the first day of such an absence. Employees hired on or after January 1, 2003, in their second year of employment only, are exempt from this provision so long as they have at least two (2) days accumulated sick leave. Verified absences with medical documentation for three (3) or more consecutive days of illness/disability will be exempt from this provision.

9.1.6 The purpose of a sick leave day is to allow for the payment of the wages the employee otherwise would have earned on the work day to which the sick leave day is applied. For full-time, twelve month employees, a sick day will be paid at eight (8) hours pay at the employee's regular rate. For Teacher Assistants and Interpreters, a sick day will be paid at the number of hours they work a day at the employee's regular rate. For drivers and

riders, the number of hours to be paid on a sick day will be determined according to the employee's daily average bid-time for his/her regular routes.

9.1.7 Leave of absence with pay charged against sick leave time to be granted under the following conditions:

9.1.7.1 Absence due to illness or injury of the employee including disability due to pregnancy or termination of pregnancy.

9.1.7.2 Absence because of illness or disabling accident of the employee's immediate family (spouse, children and parents of the employee and spouse), the maximum limitation shall be five (5) days per year.

9.1.7.3 At the time that the employee either (1) exhausts sick leave benefits, or (2) uses all of that portion of accumulated sick leave days desired, the employee, if the disability has ended, shall be eligible to return to work or begin a leave of absence, if requested in accordance with the provisions of Section 9.5.

9.1.8 **Transportation:** Transportation employees are required to report their absence to the Transportation Coordinator at least one (1) hour prior to the beginning of their regular work schedule. If the Coordinator is unavailable, employees are to contact the Transportation Supervisor. Employees should continue to call until contact is made with the Coordinator or Supervisor and are prohibited from leaving messages with any other employee or on an answering machine. Once an employee has made contact, they are then required to report their absence to the current calling system for documentation.

**Custodial/Maintenance:** To facilitate the Employer's ability to find coverage for Custodial and Maintenance employees who are absent due to illness, an employee will notify his/her immediate supervisor of his/her need to be absent due to illness not later than 8:00 p.m. on the day preceding the sick day (or 1:00 p.m. for employees employed on the second shift). After the third (3<sup>rd</sup>) incident, where such notice is not provided, medical documentation will be required as proof of illness for any use of sick leave. Failure to provide such documentation within forty-eight (48) hours of request may result in disciplinary action. In no event, however, will an employee be permitted to take a sick day who does not report his/her impending absence at least one (1) hour prior to the start of his/her shift with the exception of a documented emergency. The Employer may require the employee to take a medical evaluation by the Employer-designated physician at no cost to the employee.

9.1.9 For leaves other than personal illness, an appropriate form must be filled out, given to the immediate supervisor, with reasons for request briefly stated, prior to the event except in extenuating circumstances. These leaves include leave because of illness or accident in immediate family, funeral and personal business. Any additional days, subject to the approval of the employee's immediate supervisor, will be charged against the employee's sick leave allowance.

9.1.10 **Attendance Policy**

**Attendance:**

Absences from work for any reason other than those provided for in this Agreement (listed below) will be considered "unexcused," and employees who incur unexcused absences will be disciplined, as follows:

Step 1	First Absence	Verbal Warning – Documented
Step 2	Second Absence	Written Warning
Step 3	Third Absence	Three (3) Day Suspension Without Pay
Step 4	Fourth Absence	Ten (10) Day Suspension Without Pay
Step 5	Fifth Absence	Termination

**Exceptions:**

**Absences Due To The Following Will Not Be Considered Unexcused:**

- Jury Duty (Pursuant To Agreement)
- Bereavement (Pursuant To Agreement)
- Short-Term Disability Leave With Accepted Medical Verification (Pursuant To Agreement)
- Family Medical Leave Act Leave (Pursuant To Agreement)
- Approved Unpaid Leave Of Absence (Pursuant To Agreement)
- Sick Days (Pursuant To Agreement)
- Vacation Days (Pursuant To Agreement)
- Personal Days (Pursuant To Agreement)
- Approved Paid Leave – Association, Etc. (Pursuant To Agreement)

**9.2 Leave of Absence with Pay**

9.2.1 **Funeral Leave** – Any employee shall be allowed three (3) working days as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, son or daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-mother, step-father, step-daughter, step-son, spouse's grandparents or a member of the employee's household. One (1) day will be allowed for attendance at a funeral for any relative not covered in the Agreement. The day will be charged against sick leave or vacation time at employee's option. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave. The local President, or his/her representative, shall be allowed one (1) funeral leave day in the event of a death of a member of the Union for the exclusive purpose of attending the funeral. An obituary or proof of attendance may be required for out-of-state funerals. Funeral Leave days must be used consecutively on days that include the date of the funeral unless documentation supporting the variation is provided.

9.2.2 **Personal Leave** – Up to two (2) of an employee's sick leave days may be taken as personal leave. Personal leave shall be construed to mean time necessary to conduct

personal affairs of a business or legal nature or family responsibilities which cannot be handled outside of duty hours. Such leaves shall be limited to two (2) days per year. Personal leave requests for the day immediately preceding or following holiday or vacation periods will be granted at the discretion of the Employer.

A limit may be placed on the number of employees allowed to be absent at the same time for vacation/personal leave pursuant to the following schedule:

<b>Custodial/Skilled Trades, Warehouse &amp; Labor Maintenance, Transportation, Teacher Assistant &amp; Interpreters</b>	<b>Limit</b>
1 through 4 employees	1 employee at a time
5 through 9 employees	2 employees at a time
10 or more employees	3 employees at a time

All personal leave requests must be submitted at least forty-eight (48) hours in advance of the date of leave, except in an emergency situation when documentation of the emergency may be required by the Employer.

9.2.2.1 Court appearance(s) as a witness in any case connected with the employee's employment with the District, during the individual's scheduled work time, will be leave with pay not charged against sick leave or personal leave. However, when the court appearance is the result of a criminal charge, misdemeanor or felony brought against the employee, time lost will be charged against sick leave if the employee is found guilty.

9.2.2.2 Emergencies requiring the presence of the employee to protect his/her family, property, or interests.

9.2.3 **Jury Duty** – An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay.

9.3 **Leave of Absence Without Pay** – The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act (FMLA). All unpaid leaves required by that act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided for in this Agreement. Except for FMLA leaves, leave of absence without pay or fringe benefits for a reasonable period not to exceed one (1) year will be granted when requested in writing by an employee who has been employed for two (2) or more consecutive years with the Jackson Public Schools. A second year may be granted, at the option of the Employer, if requested at least sixty (60) days before the expiration of the original approved leave.

9.3.1 Serving in any elected or appointed position, either public or Union.

9.3.2 Personal illness, either physical or mental.

- 9.3.3 Prolonged illness in the immediate family, limited to spouse, children and parents of employee.
- 9.3.4 Child care leave of absence will be granted upon written request of the employee to the Director of Human Resources. A child care leave of absence may be granted an employee with less than two (2) consecutive years with the District. In the event of miscarriage or should the death of the child occur during the period of child care leave, the termination of the leave may be relaxed by the Director of Human Resources. A child care leave may be extended once for a period of one (1) year.
- 9.3.5 Military leave shall be granted for the purpose of enlistment, conscription, or recall to active service in the military service. Any employee granted military leave shall forfeit all rights to reinstatement in the Jackson Public School District if the employee becomes separated from the military service because of a dishonorable discharge, or re-enlists at the completion of initial obligation.
- 9.3.6 Any employee who represents official orders requiring his/her attendance for a period of training or other active duty as a member of the United States Armed Forces shall be entitled to military leave for a period of not exceeding a total of fifteen (15) calendar days in any one (1) year. During such leave, the School District shall pay the difference, if any, between regular pay of the employee and military pay. Such leave of fifteen (15) calendar days shall also be granted to an employee who has at least five (5) years of continuous service and is called to or volunteers for extended active service with the United States Armed Forces. Military leave shall be in addition to and may not be concurrent with authorized vacation leave.
- 9.3.7 In addition to leaves authorized above, the supervisor may authorize an employee to be absent without pay for reasons of extension of sick leave or vacation or fringe benefits for a period or periods not to exceed ten (10) work days in any fiscal year.
- 9.3.8 An employee who has completed his/her probationary period, but has less than two (2) years of continuous service, and is unable to work because of illness or injury, is not eligible for a regular leave of absence or vacation time under the preceding parts of this Article. He/She shall be granted a leave of absence, without pay or fringe benefits, upon presentation of a medical statement from a physician of illness or disability for a period not to exceed his/her total time worked.
- 9.3.9 **Educational Leave** – A leave of absence for educational purposes without pay or fringe benefits shall be granted to an employee under the following terms and conditions:
- 9.3.9.1 Employees are eligible for an educational leave after two (2) years of service with the District.
- 9.3.9.2 Application for the leave must be submitted to the Human Resource Office by July 1 for the fall semester, November 1 for the winter semester, March 1 for the spring semester, and May 1 for the summer semester. If there is more

than one (1) application from a department, the most senior will be granted the leave.

- 9.3.9.3 An individual employee may take one (1) educational leave per school year. An employee may not take consecutive leaves.
- 9.3.9.4 The educational leave is one (1) semester in length, according to an approved program at a State Department of Education approved college or university.
- 9.3.9.5 One (1) employee from each department shall be granted an educational leave for each semester, as limited by 9.2.2.
- 9.3.9.6 An employee taking an educational leave must be enrolled in an approved program at a State Department of Education approved college or university. The employee must provide verification of this enrollment.
- 9.3.9.7 The employee must provide the District with a transcript from an approved program at a State Department of Education approved college or university attended showing the grades received.
- 9.3.9.8 An employee may return early from the educational leave with ten (10) working days written notice. An employee who withdraws from the approved program at a State Department of Education approved college or university must notify the District within ten (10) working days of the withdrawal.
- 9.3.9.9 The position of the employee on educational leave shall be posted pursuant to Article 8.8. The last position open by the successful bidder shall be filled by a stand-by.

9.4 **Return from Leave of Absence Without Pay** – Return from leave of absence without pay is subject to the following provisions:

- 9.4.1 Employees on leave for sixty (60) work days or less will be granted their former position and returned to work upon presentation of a physician's statement that the employee is capable to resume regular duties. Leaves may be granted for other reasons at the discretion of the Employer.
- 9.4.2 Return from leaves of absence without pay in excess of the time limits specified in 9.4.1 above are subject to the following provisions:
  - 9.4.2.1 Return from leave to be requested in writing fifteen (15) days prior to termination of leave. Failure to comply will be considered as resignation and forfeiture of seniority.

9.4.2.2 An employee returning from a leave of absence of more than sixty (60) work days in duration and there is no vacancy in his/her classification, shall exercise seniority in accordance with Article 16.

9.4.2.3 If the leave is for personal illness or injury, a physician's statement that the employee is able to resume regular duties will be required.

9.5 **Terminal Leave Payment** – Terminal leave pay shall be paid to employees who qualify and retire under the provisions of the Michigan State Retirement Act, or to the estate upon death while in the District's employ. Terminal leave shall be paid to the employee at sixty percent (60%) of the final rate of pay for unused accumulated sick leave days, within maximum days as specified below. The maximum of unused accumulated days depends upon the length of employment and is as follows:

At least ten (10) but less than fifteen (15) years	80 Days
At least fifteen (15) but less than twenty (20) years	100 Days
At least twenty (20) or more years	120 Days

## 10. ARTICLE – HEALTH, WELFARE, RETIREMENT PENSION

10.1 The Employer shall furnish without cost to all eligible employees, a \$10,000 or \$20,000 with Double Indemnity for accidental death, life insurance policy for those employees electing Plan A or Plan B respectively of Appendix D. This shall be effective from the first day of employment and be terminated on the last day of employment. This shall be effective during the time of leave with pay.

10.2 Both group hospitalization and dental insurance shall be provided by the Employer on an optional basis to the employee and his/her family provided that the employee meets the eligibility requirements for such benefits pursuant to Section 10.5 of this Agreement. (The carriers shall be selected by the Employer, with a maximum standard of benefits, as provided through the school system.) Appendix D explains the coverage provided.

10.3 Both parties shall establish safety committees that meet upon mutual request.

10.4 Sick leave allowance for employees injured while working for the Jackson Public Schools system and thus becoming eligible for Worker's Compensation benefits shall be as follows:

10.4.1 Accumulated sick leave days shall, on an optional basis to the employee, be made available to the injured employee during the period he/she is unable to work as a result of an accident up to the maximum number of sick days an employee accrues in a given year.

10.4.2 If the employee chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent to his/her regular daily rate. The employee's sick leave would be charged with a proportionate amount of time lost, based on the ratio of school funds used to make the employee's regular daily rate.

- 10.5 Only regular employees working at least twenty (20) hours or more per week shall receive full benefits. Full benefits include life insurance, dental insurance, health insurance and vision insurance.

Regular employees hired after January 1, 1996 will not be eligible for full health insurance benefits unless employed for twenty-four (24) hours or more per week. Regular employees who work less than twenty (20) hours per week hired prior to January 1, 1996 will be eligible for full benefits upon working twenty (20) hours or more per week.

Regular employees hired on or after January 1, 2003 will not be eligible for full benefits unless employed for thirty-five (35) hours or more per week.

Only those bus drivers who have a regular bus run(s) as defined in paragraph 6.1.5.1 will be eligible for benefits as specified in Appendix D, if they have either:

- 10.5.1 Bid time on such regular bus run(s) of 4.0 hours or more per day (4.8 hours per day for those employees hired after January 1, 1996) and seven (7) hours per day for those employees hired after January 1, 2003.
- 10.5.2 To determine whether an employee meets the hours threshold for full benefits eligibility whether it be twenty (20) hours for employees hired prior to January 1, 1996, twenty-four (24) hours for those employees hired after January 1, 1996, or thirty-five (35) hours for those employees hired on or after January 1, 2003, an average will be used as indicated on Jackson Public Schools time cards, for bargaining unit work. The time cards for pay ending dates will be used to figure the average weekly hours. All time on the card will be used plus, on any weekdays when there is no time recorded, the bid time of the regular bus run(s) will be used for determining the average.

#### **Pay Ending Dates**

#### **Benefit Eligibility**

November	January
December	February
January	March
February	April
March	May
April	June
May	July, Aug., Sept., Oct.
September	November
October	December

- 10.6 **Retiree's Insurance** – Retired employees, at their option, may pay their premiums at the appropriate group rate. (Medicare supplement for those over age sixty-five [65]). For those employees who qualify and retire under the provisions of the Michigan State Retirement Act, the Board will continue to provide health insurance protection until such time as the individual becomes eligible for health care under the provisions of the Michigan Public Schools Employees Retirement System.

## **11. ARTICLE – REPRESENTATION**

## 11.1 Union Representation

- 11.1.1 Members of the Union selected to attend conventions or education conferences of the Union shall be allowed thirty (30) working days per year total for the unit without loss of time or pay to attend such conventions or conferences. If additional time is needed, it may be done without pay upon advance notice to the Director of Operations.
- 11.1.2 The local Union shall be allowed to use school facilities after properly reporting to the Director of Operations and receiving approval from the Director of Operations.
- 11.1.3 For the purpose of collective bargaining and negotiations, the Union will be represented by five (5) committee members from the bargaining unit who are employees of the Jackson Public Schools and the local Union President.
- 11.1.4 The Board will provide office space for the Jackson Educational Support Personnel Association (J.E.S.P.A.).

## 11.2 Stewards

- 11.2.1 Each group of employees listed below shall be represented by one (1) Steward or President's designee who shall be a regular full-time employee working within the group. In addition, one (1) Chief Steward shall be elected to represent groups 11.2.1.1 through 11.2.1.5, and one (1) will be elected to represent groups 11.2.1.6 and one (1) will be elected to represent 11.2.1.7. The parties also agree that every effort will be made to schedule any business of this Steward at times which do not require a substitute. The President will be a full-time, eight (8) hours per day, twelve-month employee through September 1, 2006. Thereafter, the President shall be an eight (8) hour employee for their regularly scheduled ten (10) or twelve (12) month position.

11.2.1.1 Custodial Services, Parkside and Jackson High School – 2

11.2.1.2 Elementary and Tomlinson School (except as in 11.2.1.5 below) – 3

11.2.1.3 Maintenance (Skilled Trades) and Warehouse – 1

11.2.1.4 Labor Maintenance – 1

11.2.1.5 Hunt, Bennett and Administration Building – 1

11.2.1.6 Transportation Steward Positions – 1

A. The Transportation Steward will be allotted five (5) hours per week for Association business, in addition to their bid time. The pay is not overtime, but straight time.

B. This provision is for while school is in session and busses are running.

- C. If the Steward is not needed for Association business, he/she may be assigned other duties.
- D. The hours do not accumulate from week to week.
- E. The Association will decide when to use the Association time.

11.2.1.7 Teacher Assistants and Educational Interpreters

## 12. ARTICLE – SPECIAL CONFERENCE AND PROFESSIONAL COUNCIL

12.1 Special Conferences for important matters will be arranged between the local President or his/her designee and the Director of Operations at the request of either party. There shall be at least two (2) representatives from each, the Union and the Board, in attendance at the meeting. Arrangements for such Special Conferences shall be made in advance and an agenda provided in writing, prepared by the party requesting the Conference listing the items to be discussed at the special meeting and shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be convened within twenty (20) days after the request is submitted. This meeting may be attended by a representative of MEA. When the Conference involves a policy grievance, a written reply will be issued within ten (10) days.

If an emergency school dismissal procedure involves changes in routes or drivers, then the emergency school dismissal procedure will be subject to this Article.

12.2 Professional Council shall be composed of seven (7) members appointed by the Superintendent and seven (7) members appointed by the Association, at least one (1) of whom was a member of each bargaining team who negotiated this Contract.

The J.E.S.P.A. Professional Council shall meet at regularly scheduled times and when requested by either party to discuss and study issues relating to the school system.

The Professional Council shall act as a negotiating committee, which shall review the administration of the Agreement. Should consensus be reached, then these amendments shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification by the Association and the Board. In no way is this intended to bypass the grievance procedure.

The clerical expenses of the Professional Council shall be paid by the Board.

The Professional Council is empowered to form subcommittees composed of Association members and administrators to study issues and report. Upon completion of their study and report on the issue assigned to it, each subcommittee shall be considered dissolved.

In the event the Professional Council meetings are held during regularly scheduled work time, representatives shall be released from their work duties without loss of pay.

### **13. ARTICLE – SENIORITY**

- 13.1 The probationary period will include thirty (30) days worked while school is in session. Such thirty (30) days worked shall be completed within a period of one hundred eighty (180) continuous calendar days. Upon satisfactory completion of the probationary period previously described, the employee shall be entered on the seniority list.
- 13.2 The Union shall represent probationary employees for the purpose of collective bargaining as set forth in this Agreement, except discharged and disciplined employees for other than Union activities.
- 13.3 Seniority shall be on a system-wide basis in accordance with the employee's last date and time of hire.
- 13.4 Seniority shall not be affected by race, sex, or marital status.
- 13.5 The Board shall provide the Union with a chronological, updated, seniority list during October and April of each year.

### **14. ARTICLE – LOSS OF SENIORITY (ALSO SEE ARTICLE 8.5)**

- 14.1 An employee shall lose his/her seniority for the following:
  - 14.1.1 He/she quits.
  - 14.1.2 He/she is discharged.
  - 14.1.3 He/she is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will notify the employee in writing at his/her last known address that his/her employment has been terminated; under extenuating circumstances, exceptions shall be made.
  - 14.1.4 He/she does not return to work when recalled from a layoff as set forth in the recall procedure. Under extenuating circumstances, exceptions may be made.
  - 14.1.5 In the event of a layoff, employees will be dropped from the seniority list when layoff time exceeds his/her seniority, or one (1) year, whichever is greater.
  - 14.1.6 He/she retires.
- 14.2 Employees shall continue to accrue seniority only for extended service with the Armed Forces of the United States, for the first ninety (90) calendar days of any other approved unpaid leave of absence, and for paid leaves of absence; provided, however, an employee on an extended leave of absence for a serious health condition (as defined in the Family and Medical Leave Act) may request an additional

extension of seniority accrual. The request shall be made to the Professional Council, which shall consider the request and make a recommendation to the superintendent or designee. Final decision on any such request shall be made by the Superintendent or designee.

## **15. ARTICLE - SENIORITY OF OFFICERS AND STEWARDS**

- 15.1 Notwithstanding their position on the seniority list, the President, Vice-President, Secretary, Treasurer and Chief Stewards of the local Union shall, in the event of job elimination or layoff, be employed as long as there is a job for which they are qualified and if laid off, shall be recalled to the first open job in the District for which they are qualified.

## **16. ARTICLE – LAYOFF AND RECALL PROCEDURE**

### **16.1 Definition**

- 16.1.1 The word "layoff" means a reduction of the work force.
- 16.1.2 The term "ability to perform the work" is defined to mean that the employee meets the requirements of 17.4.
- 16.1.3 Temporary employees and probationary employees shall be laid off first.
- 16.1.4 A part-time employee is any employee scheduled to work less than twenty-four (24) hours per week.

### **16.2 Procedure for Displacement and Reduction of the Working Force**

- 16.2.1 When employees are displaced from their position, the employee(s) with the least seniority District-wide in the affected position shall be displaced first, provided the employee(s) remaining in the position have the ability to perform the work available.
- 16.2.2 A displaced employee shall be transferred, conditioned upon the ability to perform the work available, in the following order of priority:
- 16.2.2.1 In accordance with 17.2.5, of this Agreement, an employee returning from leave under 9.4.2.2, shall return to a vacancy, if any, on a temporary basis and assume the final position after the vacancy has been posted and bid positions have been assigned.
- 16.2.2.2 When an employee is returning from leave under 9.4.2.3, he/she shall replace the employee in his/her position number with the least seniority, if there is no vacancy in his/her former position. When an employee is returning from leave under 9.4.2.3, and there is a vacancy, he/she shall be returned in accordance with 17.2.6, but the least senior employee shall assume the final position.

- 16.2.2.3 To a vacancy, if any, in another position at the same Pay Grade within the District. An employee returning from leave under 9.4.2.2, shall be treated under this provision when there is no vacancy in his/her position, except when there is a vacancy in his/her position, he/she shall be returned in accordance with 17.2.6.
- 16.2.2.4 To replace an employee with less seniority, if any, in another position with the same Pay Grade.
- 16.2.2.5 At the time when there are more vacancies than displaced persons, or when there is an equal number of vacancies and displaced persons, the displaced employee or employees shall assume the available vacancies by preference in order of seniority. Should a vacancy assumed by a displaced employee under this provision provide less hours, the District shall furnish enough work to assure that the displaced employee maintains his or her prior level of pay and benefits.
- 16.2.2.6 To a vacancy, if any, in the next lower Pay Grade in which employees are working.
- 16.2.2.7 To replace an employee with less seniority, if any, in another assignment in the next lower Pay Grade in which employees are working.
- 16.2.3 An employee displaced as a result of the application of 16.2.2, shall have the procedure set forth in 16.2.2.4 applied.
- 16.2.4 In the event that full and part-time, non-probationary employees are not able to exercise their seniority for remaining work available and are then considered unemployed, they shall then have the option of filling in for temporary assignments the Employer cannot fill with the remaining work force if they have the ability to perform the work. An employee exercising this option does not become a temporary employee and shall still be considered on layoff.
- 16.2.5 The above procedures do not apply during the Christmas break, during other holiday breaks or during summer break for bus drivers, riders, Educational Interpreters and Teacher Assistants.

### 16.3 **Procedure for Recall**

16.3.1 An employee with seniority who has been laid off or transferred shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the following steps:

16.3.1.1 When employees covered by the Agreement are to be recalled, they shall be recalled in reverse numerical order to the layoff.

16.3.1.2 A certified letter shall be sent to the last known address of the employee and a copy sent to the local President.

16.3.1.3 A telephone call will be made to the employee to be recalled.

16.3.1.4 The employee shall be recalled to a vacant position.

16.3.1.5 If the employee is recalled to a job in a lower Pay Grade, they shall have the option of refusing the job without loss of seniority or the right to be recalled to the first opening falling within their position number.

16.3.1.6 If a recalled employee accepts a job in a lower Pay Grade, they will be reclassified at the lower Pay Grade.

16.3.1.7 If an employee fails to report to work within five (5) days from the date of notice, they shall be considered to have quit.

16.3.1.8 Employees who have transferred to a different assignment to maintain their employment and are still working in that assignment shall have first option to transfer back to a vacancy in their former assignment from which they were displaced.

If the employee bids out of the assignment he/she was forced to choose to maintain his/her employment, then the option to return to the position held prior to the transfer is lost.

16.3.1.9 In accordance with Article 8.8, if there are temporary assignments of less than eight hours a day, the last person to be recalled would take the assignment that was less than eight (8) hours a day and a more senior person on recall would be entitled to take the eight (8) hour a day assignment.

16.4 **Notice to Union** – The Union shall be given written notice at least thirty (30) calendar days prior to any layoff of an employee as a result of Article 16.

**16.5 Procedure for the Reduction of Hours (Except Bus Drivers)**

- 16.5.1 When a full-time employee's hours are reduced, that employee shall first have the option of remaining in the reduced position. If that option is not selected, he/she shall replace a less senior full-time employee in that position.
- 16.5.2 The full-time employee with the least seniority in that position shall, in lieu of 16.2, have the option of remaining in the reduced position or to be displaced.

**16.6 Procedure for Reduction of Hours – Bus Drivers**

- 16.6.1 When a driver's kindergarten run is reduced or eliminated, he/she shall first have the option of keeping the reduced assignment.

If that option is not selected, he/she shall be awarded the kindergarten run held by the least senior driver. In this case, the more senior driver shall incur no reduction in wages and will be paid consistent with his/her bid time.

- 16.6.2 When a driver's Shuttle Run is reduced, eliminated or removed, he/she shall first have the option of keeping the reduced assignment.

If that option is not selected, he/she shall be awarded a Shuttle Run during the same approximate time period which is held by the least senior driver. In this case, the more senior driver shall incur no reduction in wages and will be paid consistent with his/her bid time.

- 16.6.3 When a driver in the top thirty-five percent (35%) of the seniority list incurs a reduction in a.m./p.m. run hours, he/she shall first have the option of keeping the reduced assignment.

If that option is not selected, he/she shall be awarded a run taken from the least senior driver holding a run in the same approximate time slot in which the reduction was made. In this case, the more senior driver shall incur no reduction in wages and will be paid consistent with his/her bid time.

- 16.6.4 When a driver in the lower sixty-five percent (65%) of the seniority list incurs a reduction in a.m./p.m. run hours, he/she shall first have the option of keeping the reduced assignment.

If that option is not selected, the reduced assignment will be posted for bid.

- 16.6.5 If a driver, whose hours have been reduced, refuses to bid on an open assignment, he/she shall be considered to have quit voluntarily.

## 17. ARTICLE – JOB POSTING, VACANCIES AND BIDDING PROCEDURES

- 17.1 A joint committee of Union and management personnel shall meet and develop the minimum requirements for each position in the bargaining unit. This committee shall have equal representation.
- 17.2 A vacancy exists and will be posted for bids when:
- 17.2.1 A new classification or job is created.
  - 17.2.2 An employee retires, dies, or quits.
  - 17.2.3 An employee is rightfully discharged.
  - 17.2.4 An employee is transferred.
  - 17.2.5 An employee is granted a leave of absence exceeding sixty (60) working days.
  - 17.2.6 When a vacancy can be filled from the list of displaced employees per 16.2 and subparagraphs thereof, the posting will be restricted in accordance with 16.3.1.8.
  - 17.2.7 **Initial Annual School Year Bidding** – Ten (10) month positions are open to bid from all members of the bargaining unit only after returning employees have bid on the positions in their current department. For this purpose, department shall mean Transportation and Teacher Assistant/Interpreter.
- 17.3 The Employer agrees to post notice of these vacancies on the Union bulletin board within ten (10) working days of the vacancy for a period of five (5) working days setting forth requirements for the position. Employees may hand carry their bid to the Human Resources Office within the five (5) day posting period. This may be done during working hours and a receipt will be issued. Employees will be notified of the selection within five (5) working days from the closing of the posting period. In lieu of the foregoing posting and bidding procedure, the District may opt to conduct the bidding in an "arena" approach, which is open to all employees.
- 17.4 Vacancies within the bargaining unit shall be filled on the basis of the following:
- 17.4.1 Meets minimum requirements of the job as published on the job description.
  - 17.4.2 Has a satisfactory or better work evaluation for the past twelve (12) months.
  - 17.4.3 Senior applicant meeting the above criteria will be awarded the position.
  - 17.4.4 Any employee denied bidding rights because of a current unsatisfactory evaluation can bring the denial to Professional Council, through the Association, for consideration. The Professional Council is empowered to grant bidding rights under unusual circumstances.

17.5 The person selected for the position will be granted up to fifteen (15) work days (five [5] days when the position title remains the same), as a trial period, to determine his/her ability to perform the job and desire to remain on the job.

17.5.1 If the employee has previously held that position or job title, it will be assumed that they are familiar with the requirements and their trial period will be five (5) days.

17.5.2 During the trial period, he/she shall be paid at the rate for the job to which he/she is assigned. If an employee fails to qualify for the new position or decides not to continue, he/she shall return to his/her former position, within the trial period.

17.6 Once an employee has bid and accepted the new position, he/she may not bid again for six (6) months unless to a higher Pay Grade or for an increase in hours, except that an employee may have no more than one (1) additional lateral transfer within a twelve (12) month period.

17.6.1 Employees who bid and accept a trial period more than three (3) times in a twelve (12) month period and do not accept the job will be issued a letter indicating that they will be restricted the following twelve (12) months by counting every accepted trial period, accepted or not, as a bid.

17.6.2 A bus driver who bids on and accepts a position in a different classification during the school year in which the driver first becomes a regular driver shall be required to reimburse six hundred dollars (\$600.00) in training costs. Such amount shall be payable by payroll deduction or otherwise in equal installments within three (3) months after the driver completes the trial period in the new classification.

17.7 In a successful bid to a higher Pay Grade, the new rate shall be at the lowest rate in the Pay Grade that will provide an increase of two (2) steps over the employee's previous rate, except in the case where the higher Pay Grade is only one (1) grade above the former Pay Grade, then the increase shall not exceed one (1) step.

In a successful bid to a lower Pay Grade, the new rate shall be found at the employee's same step but at the lower Pay Grade.

17.8 **Bidding Across Job Groups/Departments.** Bargaining unit jobs fall within three (3) broad job groups: (1) Transportation; (2) Custodial/Maintenance; and (3) TA/Interpreter. Bidding between these groups (as opposed to bidding for jobs within the same group) is subject to special rules:

17.8.1 No employee is eligible to submit a bid for a job outside of his or her job group until he or she has been in his or her current job for at least twelve (12) consecutive months (or twenty-four [24] consecutive months for employees hired on or after January 1, 2003). For example, a bus driver hired on or after January 1, 2003 wishing to bid on a Custodial/Maintenance position may only do so after he or she has been in the Transportation Department for at least twenty-four (24) consecutive months.

- 17.8.2 Exceptions to this requirement may be made only upon the agreement of both the manager of the area in which the employee currently works and the area into which the employee wishes to bid.

## 18. ARTICLE – TRANSFER OF EMPLOYEES

- 18.1 If an employee is transferred to a position under this Employer, not included in the unit, he/she shall not accumulate seniority. The employee may return to the bargaining unit within two (2) years when there is a vacancy or he/she bids upon a job to which his/her seniority entitles them. No employee shall retain seniority in the unit after two (2) years.
- 18.2 No employee shall be required to perform work other than that specified in his/her job description.

## 19. ARTICLE – IN-SERVICE TRAINING

- 19.1 All employees within the unit shall be required to participate in the Board of Education's in-service training program. Any employee failing to do so will not be eligible for pay during the period that the training is being held.
- 19.2 Employees may enroll for courses that would directly relate to their employment with the School District provided that:
- 19.2.1 Enrollment in such courses must have prior approval of the department head.
- 19.2.2 Fees for approved courses shall be paid by the Board of Education.
- 19.2.3 Courses shall be limited to one (1) per semester; exceptions may be made.
- 19.2.4 Request for approval must be made in writing, stating course, fees and meeting dates at least two (2) weeks in advance of the first meeting.
- 19.3 **Premium Pay for Training** – The bi-weekly salary of employees in the bargaining unit will be increased after satisfactory completion of approved training courses as follows:
- 19.3.1 When one hundred fifty (150) hours of appropriate training courses are completed satisfactorily, ten cents (.10)/hour will be added to the hourly rate of the employee.
- 19.3.2 When two hundred twenty-five (225) hours of appropriate training courses are completed satisfactorily, a total of fifteen cents (.15)/hour will be added to the hourly rate of the employee.
- 19.3.3 When three hundred (300) hours of training courses are completed satisfactorily, a total of thirty cents (.30)/hour will be added to the hourly rate of the employee.

19.3.4 A valid journeyman's license shall entitle the holder to all salary premiums for three hundred (300) hours and shall be considered part of the salary base. Such salary premiums shall be made starting with the first full pay period after the courses are completed which shall be included as part of the "regular rate" on which overtime must be computed and paid.

19.3.5 The Employer shall provide each member of the bargaining unit an annual statement as to the status of his/her premium pay for training.

19.4 **In-Service Training Provision** – The Employer will pay necessary expenses for required in-service training.

## 20. ARTICLE – HOLIDAYS AND VACATION

### 20.1 **Holidays**

20.1.1 The following days shall be recognized and observed as paid holidays:

Labor Day  
One-half day before Thanksgiving Day (12 month only)  
Thanksgiving Day  
Day after Thanksgiving Day  
Day before Christmas Day  
Christmas Day  
Day after Christmas (10 month only)  
New Year's Day  
Martin Luther King Day (12 month only)  
Presidents' Observance Day  
One-half day on Good Friday (12 month only)  
Memorial Day  
Independence Day

Other days designated by the Board

20.1.2 If Memorial Day or Independence Day fall on Tuesday or Thursday, the day preceding or day succeeding shall be observed as a legal holiday with pay.

20.1.3 Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on an employee's regularly scheduled day off, he/she shall observe such holiday on his/her closest regularly scheduled working day.

20.1.4 The employee shall be eligible for holiday pay under the following conditions:

- 20.1.4.1 The employee would have been scheduled to work on such a day if it had not been observed as a holiday, unless the employee is on sick leave or other authorized leave with pay.
- 20.1.4.2 The employee worked his/her last scheduled full work day prior to the holiday (first half of the day on those days designated a one-half day off) and also worked on the following scheduled work day unless the employee is on sick leave, or other authorized leave with pay. Building checks are not counted as scheduled work for determination of holiday pay. This does not affect Article 8.8.
- 20.1.4.3 If the holiday is observed on an employee's scheduled vacation, it shall not be charged against vacation time. If the holiday is observed while on sick leave, the holiday will not be deducted from his/her sick leave allowance.

**20.2 Vacation**

20.2.1 Each employee shall be allocated annual vacation leave with pay at the following rate:

<b><u>Twelve (12) Month Employees</u></b>	<b><u>Days</u></b>
Six (6) Months To One (1) Year	5
Two (2) Years To Eight (8) Years	10
Nine (9) Years To Fifteen (15) Years	15
Sixteen (16) Years To Twenty (20) Years	20
Twenty (20) Plus	21

<b><u>Ten (10) Month Employees Hired Before January 1, 2003</u></b>	<b><u>Days</u></b>
Six (6) Months To One (1) Year	2.5
Two (2) Years To Eight (8) Years	5
Nine (9) Years To Fifteen (15) Years	7.5
Sixteen (16) Years To Twenty (20) Years	10
Twenty (20) Plus	13

- 20.2.2 *Vacation credit may be accumulated to a maximum of thirty-five (35) working days at any one time. Vacation leave may be granted in excess of vacation credit earned by service prior to the starting date of leave.*
- 20.2.3 Annual vacation leave for all employees shall be credited and available for use each July 1. When an employee leaves the Jackson Public Schools' employment, any excess of leave time used beyond the pro-rated leave time earned, shall be deducted from the employee's final pay.
- 20.2.4 For those moving to a higher level of vacation days during the ensuing fiscal year (July 1 through June 30), the higher number of days will be credited on the previous July 1.

Beginning in January 2003, any new hires shall have to be twelve (12) month employees to be allocated vacation leave. Twelve (12) month employees hired on or after January 1, 2003, will have vacation available for use on their anniversary date.

#### 20.2.5 Vacation Leave Requests

20.2.5.1 Vacation leave requests shall be submitted in accordance with established procedures and the District agrees to give a response to vacation requests within five (5) days of the request, except in extraordinary circumstances. The Employer may grant or deny the request. Leave denial shall be based on the limitations found in 9.2.2 and on critical work needs.

20.2.5.2 Twelve (12) month employees are restricted from using vacation leave during the two (2) weeks before and one (1) week after the start of the school year, and during the week prior to the high school graduation ceremonies.

20.2.5.3 Ten (10) month employees may not use any of their allocated annual vacation leave during scheduled student attendance days.

20.2.5.4 Exceptions to these restrictions may be granted by the immediate supervisor.

20.2.6 Absence due to sickness/injury or disability in excess of that authorized for such purpose may, at the request of an employee and within the discretion of the department head or principal, be charged against vacation leave credit under the following conditions:

20.2.6.1 The employee must have used all his/her sick days or be at the maximum possible accumulation of vacation days.

20.2.6.2 The vacation days must be used consecutively after the depletion of the employee's sick days. Additionally, said vacation days must be used at a rate of the employee's bid time per week to maintain said coverage.

20.2.6.3 An employee may also use his/her vacation days to supplement worker's compensation in the same manner as sick days.

20.2.6.4 The Employer will continue to maintain the fringe benefits during that time that the vacation days are being applied.

20.2.7 Each department head shall keep necessary records of vacation leave credit and shall schedule vacation leaves with particular regard to seniority of employees, in accordance with operating requirements, and insofar as possible, according to the desires of the employees.

20.2.8 If an employee becomes ill and is under the care of a duly licensed physician during his/her vacation, the vacation will be rescheduled. In the event the incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

## 21. ARTICLE – GENERAL PROVISIONS

- 21.1 Neither party shall unlawfully discriminate against any party because of the employee's age, sex, marital status, race, color, creed, national origin, union or political affiliation.
- 21.2 **Union Bulletin Board** – The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices of the following types:
- 21.2.1 Notices of recreational and social events.
  - 21.2.2 Notices of elections.
  - 21.2.3 Notices of results of elections.
  - 21.2.4 Notices of meetings.
  - 21.2.5 Other Union business.
- 21.3 Supervisory employees and other employees not covered by the bargaining unit shall not perform work within the bargaining unit except in case of emergency, when no other employees are available and for the training or instruction of employees, including demonstration of proper methods to accomplish the task assigned.
- 21.4 **Past Practice** – All past practices are hereby terminated and shall not be construed or used as precedent for changing any of the terms of this Agreement unless mutually agreed upon between the parties hereto.
- 21.5 Copies of the Agreement shall be duplicated at the joint expense of the Board and the Union and presented to all employees under this bargaining unit now employed or hereafter employed by the Board during the duration of this Agreement.
- 21.6 Vacation and sick leave days will be computed on the fiscal year and prorated when the employee has worked a part of a year.
- 21.7 **Employee Protection Clause**
- 21.7.1 Any case of criminal assault upon an employee, while working in or on school property, shall be promptly reported to the proper police authorities by the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault.
  - 21.7.2 Time lost by an employee in connection with any incident mentioned in 21.7.1 above shall not be charged against the employee unless negligence or willful misconduct is proven.
  - 21.7.3 Any complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file or a matter of written record. The employee may submit a written statement to be attached to and filed with the original complaint.

- 21.8 The apprenticeship standards as agreed to by the Board of Education, Jackson Public Schools, and JCEA/MEA and its local union (JESPA) hereto shall be considered as part of this Agreement.

## 22. ARTICLE – TERMINATION AND MODIFICATION

- 22.1 This Agreement shall become effective July 1, 2005, and shall continue in full force and effective until June 30, 2008.

22.1.1 If either party desires to terminate this Agreement, it shall sixty (60) days prior to the termination date, given written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year-to-year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

22.1.2 If either party desires to modify or change this Agreement, it shall, sixty (60) 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 or amendments of this Agreement has been given in accordance with this paragraph and the parties cannot agree to said amendment or amendments within a period of forty-five (45) days, this Agreement in that event may be terminated by either party on ten (10) days written notice thereafter. Said time within which to reach an agreement may be extended by mutual consent without either party waiving its right to terminate this Agreement in its entirety within ten (10) days after any period or periods, if an agreement is not reached between the parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

22.1.3 **Notice of Termination or Modification** – Notice shall be in writing and shall be sufficient if sent by certified mail; if to the Union, addressed to the President and Uniserv Director, and if to the Employer, to the Superintendent of Schools at such address as the Union or the Employer may make available to each other.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

22.1.4 The parties will negotiate the impact of any state or national health insurance program, which might occur during the term of this Agreement.

## DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect through June 30, 2008. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties. All provisions of the previous contract, which were not altered or eliminated by this Tentative Agreement, shall remain as is in this Agreement.

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

**JACKSON EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION/JCEA/MEA/NEA  
JACKSON, MICHIGAN**

**THE BOARD OF EDUCATION  
JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN**

BY \_\_\_\_\_  
**Association President**

Date \_\_\_\_\_

\_\_\_\_\_  
**Board President**

Date \_\_\_\_\_

BY \_\_\_\_\_  
**Gay Shaw, MEA, Uniserv Director**

Date \_\_\_\_\_

## APPENDIX A

Should the Board of Education negotiate a cost-of-living index with any other bargaining unit, the Board agrees that the cost-of-living issue as it pertains to bargaining unit employees will be automatically re-opened for negotiations within a fifteen (15) day period of time.

## APPENDIX B

### POSITION TITLE

<b>Custodial, Unskilled and Semi-Skilled Labor Group</b>		<b>Pay Grade</b>
311	Messenger and Supply Clerk	13
312	Warehouse Group Leader	17
322	Rider Attendant	8
323	Teacher Assistant	13
325	Assistant Custodian	11
327	Custodian	13
329	Senior Custodian	15
342	Utility Worker	11
344	Labor Maintenance Worker	13
346	Labor Crew Leader	15
381 <sup>1</sup>	Automotive Service Worker	12
382 <sup>1</sup>	Mason Helper	12
383 <sup>1</sup>	Assistant Glazier	12
384 <sup>2</sup>	Assistant Carpenter	13
385 <sup>5</sup>	Assistant Painter	13
387 <sup>3</sup>	Automotive Maintenance Person	14
511	Bus Driver	13
512	Bus Driver (Handicapped)	14
514	Bus Driver/Trainer/Lead Driver	15
516	Transportation Coordinator/Lead Trainer	18
520	Educational Interpreter –Per Qualifications	1 - 4
<b>Skilled Trades (S.T.)</b>		<b>Pay Grade</b>
536	Senior Custodian-Engineer	16 or 17
538	Chief Custodian-Engineer	18
551	Chief Mason	16
553	Chief Automotive Mechanic	18
555	Chief Carpenter	17
557	Chief Plumber	17
559	Chief Electrician	18
571 <sup>4</sup>	Automotive Mechanic	16
572 <sup>4</sup>	Glazier	14
573 <sup>4</sup>	Carpenter	15
575 <sup>4</sup>	Painter	15
577 <sup>4</sup>	Plumber	15
578 <sup>4</sup>	Heating & Temperature Control Tech.	16
579 <sup>4</sup>	Electrician	16

- |   |  |
|---|--|
| 1 | After one (1) year of progressive, successful experience, the employee will advance to Pay Grade #13, second year.   |
| 2 | After two (2) years of progressive, successful experience, the employee will advance to Pay Grade #14, third year.   |
| 3 | After four (4) years of progressive, successful experience and the attainment of a state license, the employee will advance to automotive mechanic (S.T.) Pay Grade #16, first year. |
| 4 | A valid license in this area entitles the holder to advance one (1) Pay Grade.   |
| 5 | After one (1) year goes to #14, after two (2) years goes to #15 (S.T.)   |

**APPENDIX C  
J.E.S.P.A. INDEX**

**Custodial, Maintenance, Bus Drivers, Riders, Teacher Assistants  
& Educational Interpreters**

**Year 1    Year 2    Year 3    Year 4    Year 5    Long. I    Long. II**

<b>8</b>	1.00	1.02	1.04	1.07	1.09	1.11	1.14
<b>9</b>	1.02	1.04	1.07	1.09	1.11	1.14	1.17
<b>10</b>	1.04	1.07	1.09	1.11	1.14	1.17	1.20
<b>11</b>	1.07	1.09	1.11	1.14	1.17	1.20	1.23
<b>12</b>	1.09	1.11	1.14	1.17	1.20	1.23	1.26
<b>13</b>	1.11	1.14	1.17	1.20	1.23	1.26	1.29
<b>14</b>	1.14	1.17	1.20	1.23	1.26	1.29	1.33
<b>15</b>	1.17	1.20	1.23	1.26	1.29	1.33	1.36
<b>16</b>	1.20	1.23	1.26	1.29	1.33	1.36	1.41
<b>17</b>	1.23	1.26	1.29	1.33	1.36	1.41	1.45

**Educational Interpreters**

<b>1</b>	1.30	1.33	1.36	1.39	1.43	1.46	1.49
<b>2</b>	1.33	1.36	1.39	1.43	1.46	1.49	1.53
<b>3</b>	1.36	1.39	1.43	1.46	1.49	1.53	1.57
<b>4</b>	1.39	1.43	1.46	1.49	1.53	1.57	1.61

**Skilled Trades**

<b>14</b>	1.36	1.39	1.43	1.46	1.49	1.53	1.57
<b>15</b>	1.39	1.43	1.46	1.49	1.53	1.57	1.61
<b>16</b>	1.43	1.46	1.49	1.53	1.57	1.61	1.65
<b>17</b>	1.46	1.49	1.53	1.57	1.61	1.65	1.70
<b>18</b>	1.49	1.53	1.57	1.61	1.65	1.70	1.75

**2005 – 2006**

**Custodial, Maintenance, Bus Drivers, Riders, Teacher Assistants  
& Educational Interpreters**

Pay Grade	Step 1 Beg. Year	Step 2 Second Year	Step 3 Third Year	Step 4 Fourth Year	Step 5 Fifth Maximum	8 Yrs. & 1 Yr. at Max. Rate Long. I	15 Yrs. & 1 Yr. at Long. I Long. II
8	11.98	12.22	12.46	12.82	13.06	13.30	13.66
9	12.22	12.46	12.82	13.06	13.30	13.66	14.02
10	12.46	12.82	13.06	13.30	13.66	14.02	14.38
11	12.82	13.06	13.30	13.66	14.02	14.38	14.74
12	13.06	13.30	13.66	14.02	14.38	14.74	15.09
13	13.30	13.66	14.02	14.38	14.74	15.09	15.45
14	13.66	14.02	14.38	14.74	15.09	15.45	15.93
15	14.02	14.38	14.74	15.09	15.45	15.93	16.29
16	14.38	14.74	15.09	15.45	15.93	16.29	16.89
17	14.74	15.09	15.45	15.93	16.29	16.89	17.37
18	15.09	15.45	15.93	16.29	16.89	17.37	

**Educational Interpreters**

1	15.57	15.93	16.29	16.65	17.13	17.49	17.85
2	15.93	16.29	16.65	17.13	17.49	17.85	18.33
3	16.29	16.65	17.13	17.49	17.85	18.33	18.81
4	16.65	17.13	17.49	17.85	18.33	18.81	19.29

**Skilled Trades**

14	16.29	16.65	17.13	17.49	17.85	18.33	18.81
15	16.65	17.13	17.49	17.85	18.33	18.81	19.29
16	17.13	17.49	17.85	18.33	18.81	19.29	19.77
17	17.49	17.85	18.33	18.81	19.29	19.77	20.37
18	17.85	18.33	18.81	19.29	19.77	20.37	20.97

2006 – 2007

1%

**Custodial, Maintenance, Bus Drivers, Riders, Teacher Assistants  
& Educational Interpreters**

(Effective July 1, 2006 through June 30, 2007)

Pay Grade	Step 1 Beg. Year	Step 2 Second Year	Step 3 Third Year	Step 4 Fourth Year	Step 5 Fifth Maximum	8 Yrs. & 1 Yr. at Max. Rate Long. I	15 Yrs. & 1 Yr. at Long. I Long. II
8	12.10	12.34	12.58	12.95	13.19	13.43	13.79
9	12.34	12.58	12.95	13.19	13.43	13.79	14.16
10	12.58	12.95	13.19	13.43	13.79	14.16	14.52
11	12.95	13.19	13.43	13.79	14.16	14.52	14.88
12	13.19	13.43	13.79	14.16	14.52	14.88	15.25
13	13.43	13.79	14.16	14.52	14.88	15.25	15.61
14	13.79	14.16	14.52	14.88	15.25	15.61	16.09
15	14.16	14.52	14.88	15.25	15.61	16.09	16.46
16	14.52	14.88	15.25	15.61	16.09	16.46	17.06
17	14.88	15.25	15.61	16.09	16.46	17.06	17.55
18	15.25	15.61	16.09	16.46	17.06	17.55	

**Educational Interpreters**

1	15.73	16.09	16.46	16.82	17.30	17.67	18.03
2	16.09	16.46	16.82	17.30	17.67	18.03	18.51
3	16.46	16.82	17.30	17.67	18.03	18.51	19.00
4	16.82	17.30	17.67	18.03	18.51	19.00	19.48

**Skilled Trades**

14	16.46	16.82	17.30	17.67	18.03	18.51	19.00
15	16.82	17.30	17.67	18.03	18.51	19.00	19.48
16	17.30	17.67	18.03	18.51	19.00	19.48	19.97
17	17.67	18.03	18.51	19.00	19.48	19.97	20.57
18	18.03	18.51	19.00	19.48	19.97	20.57	21.18

**2007-2008**

**1%**

**Custodial, Maintenance, Bus Drivers, Riders, Teacher Assistants  
& Educational Interpreters**

**(Effective July 1, 2007 through June 30, 2008)**

<b>Pay Grade</b>	<b>Step 1 Beg. Year</b>	<b>Step 2 Second Year</b>	<b>Step 3 Third Year</b>	<b>Step 4 Fourth Year</b>	<b>Step 5 Fifth Maximum</b>	<b>8 Yrs. &amp; 1 Yr. at Max. Rate Long. I</b>	<b>15 Yrs. &amp; 1 Yr. at Long. I Long. II</b>
<b>8</b>	12.22	12.46	12.71	13.08	13.32	13.56	13.93
<b>9</b>	12.46	12.71	13.08	13.32	13.56	13.93	14.30
<b>10</b>	12.71	13.08	13.32	13.56	13.93	14.30	14.66
<b>11</b>	13.08	13.32	13.56	13.93	14.30	14.66	15.03
<b>12</b>	13.32	13.56	13.93	14.30	14.66	15.03	15.40
<b>13</b>	13.56	13.93	14.30	14.66	15.03	15.40	15.76
<b>14</b>	13.93	14.30	14.66	15.03	15.40	15.76	16.25
<b>15</b>	14.30	14.66	15.03	15.40	15.76	16.25	16.62
<b>16</b>	14.66	15.03	15.40	15.76	16.25	16.62	17.23
<b>17</b>	15.03	15.40	15.76	16.25	16.62	17.23	17.72
<b>18</b>	15.40	15.76	16.25	16.62	17.23	17.72	

**Educational Interpreters**

<b>1</b>	15.89	16.25	16.62	16.99	17.47	17.84	18.21
<b>2</b>	16.25	16.62	16.99	17.47	17.84	18.21	18.70
<b>3</b>	16.62	16.99	17.47	17.84	18.21	18.70	19.19
<b>4</b>	16.99	17.47	17.84	18.21	18.70	19.19	19.67

**Skilled Trades**

<b>14</b>	16.62	16.99	17.47	17.84	18.21	18.70	19.19
<b>15</b>	16.99	17.47	17.84	18.21	18.70	19.19	19.67
<b>16</b>	17.47	17.84	18.21	18.70	19.19	19.67	20.16
<b>17</b>	17.84	18.21	18.70	19.19	19.67	20.16	20.77
<b>18</b>	18.21	18.70	19.19	19.67	20.16	20.77	21.39

## APPENDIX D INSURANCE

In connection with Article 10, Section 10.5 of this Agreement, the following insurance benefits shall be provided by the Board for all eligible bargaining unit members.

From August 1, 2006, to June 30, 2007, the employee shall pay eight and one-half percent (8.5%) of the health insurance premium only. The Board will fully pay life, dental and vision.

From July 1, 2007 to June 30, 2008, the employee shall pay ten percent (10%) of the health insurance premium only. The Board will fully pay life, dental and vision.

Bargaining unit members may elect either Plan A or Plan B as described below:

1. **Plan A**

Full Family MESSA Choices II

◆ \$10.00/\$20.00 Prescription Rider

\$10,000 MESSA Term Life Insurance

MESSA/Delta Dental Plan E-07

MESSA Vision (VSP 3)

2. **Plan B**

\$40 per month for MESSA options or a Tax-sheltered annuity.

MESSA/Delta Dental Plan Auto +/08

MESSA \$20,000 Term Life Insurance

MESSA Vision (VSP 3)

Bargaining unit members eligible to elect Plan A and choose not to do so shall be allowed to elect Plan B.

**NOTE:**

No double coverage allowed. Those having health care coverage available through a spouse must choose to drop the Board provided coverage and take Plan B or take the Board provided Plan A and be excluded from the spouse's health coverage.

There is a standard waiver form provided by the Human Resources Office, which must be signed declaring your status at the time of enrolling for coverage.

**OTHER:**

The District has also agreed that:

1. A committee to discuss male-mandated aides. Superintendent Evans to be on the committee.
2. A committee to discuss appropriate Professional Development for Teacher Assistants and Interpreters. Superintendent Evans to be on the committee.
3. A meeting will be scheduled with the Director of Special Education by August to have input into student needs with Teacher Assistant/Interpreter staffing prior to bid day.

**Letter of Agreement**  
between the  
**Jackson Public Schools**  
and the  
**Jackson Educational Support Personnel Association/MEA/NEA**

We have agreed that the following subcontracting language in Article 22.11 of the 1997-1999 Collective Bargaining Agreement shall not be continued in the 1999-2002 Agreement. Act 112 of 1994 made subcontracting a prohibited subject of bargaining for non-instructional employees. The parties agree that the following subcontracting provision will be reinserted in the Collective Bargaining Agreement if at any time in the future it becomes lawful to do so.

The Employer agrees that it will not sub-contract any bargaining unit work performed by the employees in the regular course of their employment if the same will cause a layoff or prevent a recall of anyone in the bargaining unit, unless:

The worker services cannot be performed in accordance with regulatory or standard specifications.

The Employer does not have the manpower, proper equipment, skills capacity, or which would be made economically practical by contracting out. However, sub-contracting cannot be used if it disparately impacts on students or employees so as to discriminate on the basis of age, sex, marital status, race, color, creed, national origin, height, weight, handicap, ethnic group, religion, arrest record, union, or political affiliation.

The Employer agrees to discuss the potential of any sub-contracting through the provisions of Article 12 before any sub-contracting is done.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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