

AGREEMENT

by and between

Jackson Public School District

38170

6-30-2008

and

JESA

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**Jackson Educational
Secretaries Association**

Jackson, Michigan

July 1, 2006 – June 30, 2008

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	1	ARTICLE XII – HOLIDAYS & VACATION	22
ARTICLE II –		Holidays	22
NEGOTIATIONS PROCEDURES	1	Vacation	23
Professional Council	1	ARTICLE XIII – COMPENSATION	24
ARTICLE III		Part-time Employees	24
GRIEVANCE PROCEDURE	2	School-year Employees	24
Intent	2	Entrance Salary Rates	25
General	2	Entrance Rate on Initial Employment	25
Procedures	3	Starting Rate on Return to Duty	25
Level One	3	Rate of Pay on Promotion or Up-Grading	25
Level Two	3	Promotion & Advancement within Pay Range	25
Level Three	3	Probation	25
Level Four	4	Advance in the Base Range	26
Rights to Representation	4	Job Description and Classification	26
Appeal of Discharge or Suspension	5	Retirement	26
ARTICLE IV – BOARD RIGHTS	5	Terminal Leave	26
ARTICLE V – ASSOCIATION RIGHTS	6	Insurance Protection	26
ARTICLE VI – AGENCY SHOP, DUES		Plan A	26
& PAYROLL DEDUCTIONS	6	Plan B	27
ARTICLE VII		General Provisions	27
EMPLOYEE RIGHTS AND PROTECTION	8	Health Insurance Coverage	28
ARTICLE VIII		Short-term Disability Coverage	28
SENIORITY, LAYOFF AND RECALL	10	ARTICLE XIV	
Seniority	10	EMPLOYEE EVAL./PLAN OF ASSISTANCE	29
Layoff/Displaced	11	Plan of Assistance	30
Procedure	11	ARTICLE XV - EMPLOYEE IMPROVEMENT	30
Recall	13	ARTICLE XVI – MISCELLANEOUS PROVISIONS	30
ARTICLE IX – VACANCIES, PROMOTIONS		ARTICLE XVII – DURATION OF AGREEMENT	32
AND TRANSFERS	13	APPENDIX A	33
Posting of Vacancies	14	Clerical & Fiscal Group Classification	33
Filling of Vacancies	14	APPENDIX B	34
ARTICLE X – WORKING CONDITIONS	15	JESA Hourly Rates	34
Substitute Secretarial Time for Bennett	17	Clerical and Fiscal Group Salary Index	35
Medical Service to Students	17	APPENDIX C	36
Student Medication	18	Grievance Report Form	36
ARTICLE XI – LEAVES OF ABSENCE	18	APPENDIX D	
Sick Leave	18	Secretaries Evaluation Form	38
Emergency Leave	19	APPENDIX E	40
Personal Leave	19	Secretarial Continuing Education Application	40
Sick Bank	20	APPENDIX F	41
Return from Leave of Absence	21	Plan of Assistance to Overcome Deficiencies	41

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

This Agreement is effective the first day of July 2006, by and between the Board of Education of the Jackson Public Schools of Jackson, Michigan, hereinafter called the "Board" and the Jackson Educational Secretaries Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

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

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least ninety (90) days prior to the expiration date of the Agreement.
- B. All negotiations shall, unless otherwise mutually agreed upon, take place during regular working hours (7:30 a.m. - 4:30 p.m.). The first twenty (20) hours will be paid for in full by the Board. Thereafter, the cost of negotiations which take place during the regular working hours shall be shared on a 50-50 basis by the Board and the Association.
- C. **Professional Council**
 - 1. A joint committee representing the Association and the Board shall meet within fourteen (14) days of written request of either party for the purpose of reviewing the contract problem, to resolve problems that may result from this Agreement or other items of concern to the Association or the Board.
 - 2. The committee shall be composed of up to three (3) representatives each, of the Board and the Association. In addition, the parties shall mutually agree on a seventh (7th) member to Professional Council.

3. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
4. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification.

ARTICLE III - GRIEVANCE PROCEDURE

A. Intent

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

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

C. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.
2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. There shall be no reprisal of any kind against any employee involved in the grievance procedure.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

9. The grievant(s) and grievant(s)' Association Representative shall be released from duty, with no pay loss, to attend grievance meetings and hearings called by the Administration or the Board which are scheduled during the normal working day of the grievant(s).
10. Reasonable release time shall be granted for the purpose of investigation of a grievance by the President or the President's designee which shall not be abused.

D. **Procedures**

1. **Level One**

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

2. **Level Two**

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

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or designee within five (5) working days of receipt of the grievance.
- b) The Superintendent or designee shall hold a meeting with the grievant(s) and the grievant(s)' Association Representative within five (5) working days of the meeting.
- c) The Superintendent or designee shall render a written decision to the Association within ten (10) working days of the meeting in 3. b).

4. **Level Four**

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

E. **Rights to Representation**

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

F. Appeal of Discharge or Suspension

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

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

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

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

ARTICLE IV - BOARD RIGHTS

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

1. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, which includes the right to reduce forces, or their dismissal or demotions; and to promote, transfer, and assign all such employees.
3. To determine the hours of work, duties, responsibilities, and assignments of employees who are or become members of this unit.
4. The Board further reserves the right to promulgate and enforce reasonable discipline and work rules, which are not inconsistent with the Labor Agreement which will be reasonably applied.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such

specific and express terms thereof, are in conformance with the Laws of the State of Michigan.

- C. The right of contracting or subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association or to discriminate against any of its members nor shall it result in the reduction of the present work force nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.
- D. The rights reserved herein shall not be applied in a manner inconsistent with other provisions of this Labor Agreement.

ARTICLE V - ASSOCIATION RIGHTS

- A. The parties agree that there shall be no discrimination against any employee with respect to hours, wages, or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities. When weekend or evening use results in added costs to the District, and the Association is informed in advance, such costs will be billed to and paid by the Association. Costs shall be in accordance with the current existing policy of the Board.
- C. Bulletin board space conveniently located and the use of telephone communications for local calls to be used on a reasonable basis shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. The Association shall have the right to use school facilities and equipment including computers, copy machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees not to use such equipment or facilities in direct action against the Board of Education or the Administration growing out of labor disputes.
- F. During the school year, the Association President, or his/her designee, will be given sixteen (16) workdays with pay for Association business. Said days shall be scheduled and used at the discretion of the Association President. The Superintendent may grant additional time or designee should the seriousness of the situation warrant. Up to five (5) days of unused release time may be carried over to the next year.

ARTICLE VI - AGENCY SHOP, DUES, AND PAYROLL DEDUCTIONS

- A. All employees, as a condition of employment, shall within thirty (30) days from the commencement of employee duties either:
1. Join the Association, 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 shall continue in effect from year to year unless revoked in writing between August 1, and August 31, of a given year, or
 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 A-1 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.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all monies so deducted, accompanied by a list of employees from whom deductions have been made. Employees may also pay their dues in full to the Association Treasurer within sixty (60) days of the onset of each school year.
- D. 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 deductions other than to correct such errors. In the event of overpayment, the Association agrees to properly refund such monies as soon as practical.
1. The Association 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 taken by the Board in reliance upon claims made by the Association that an employee must be discharged because the employee is not a member in good standing.
- E. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
1. Any financial institution that allows electronic fund transfers
 2. Tax-Sheltered Annuities
 3. Professional Associations

4. Available Insurance Options
5. United Way
6. Savings Bonds
7. Jackson Education Fund

ARTICLE VII - EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under any applicable law or constitution.
- B. The private life of an employee is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, height, weight, non-job interfering handicap, or arrest record.
- D. Any case of criminal assault upon an employee while on official school business or school-related business shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice to acquaint the employee with his/her rights and obligations with respect to such assault.
- E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proved.
- F. Any complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made a part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
- G. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself/herself or others, or to prevent damage to school property and for no other purpose. The Board shall provide consultation with an attorney in the event the employee is complained against or sued for such action.
- H. Employees shall be provided a locked area for personal belongings for protection from potential theft. The immediate supervisor(s) shall be responsible for determining the location of the secured area(s) and for informing the employee(s) of the location of it. The District is not an insurer of the employees' belongings and it is understood that employees failing to take advantage of locked areas assume the risk of loss.
- I. It is understood that an employee may refuse to carry out an order, which threatens physical well-being or safety. This would include, but not be limited to, remaining in school under emergency situations, bomb searches, etc.

- J. An employee shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- K. No employee shall be disciplined, reprimanded or reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand or reduction in compensation or deprivation of advantage of the Board or representatives thereof, shall be done in privacy.

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

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

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

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

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

ARTICLE VIII - SENIORITY, LAYOFF AND RECALL

A. Seniority

1. On October 1 and April 1 of each year the Board shall publish and distribute a seniority list to each member of the bargaining unit. Such list shall include all individuals who hold seniority as a result of the Master Agreement.
2. In the event that more than one individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each employee.
4. An employee's seniority for persons hired after September 1, 1985 shall be on a system-wide basis in accordance with the employee's last day of hire.
5. Employees who have, since their last date of hire, had approved leaves of absence without pay for more than thirty (30) calendar days for reasons other than service with the Armed Forces of the United States, shall not lose seniority nor gain additional seniority while on such leave. Upon return, they shall accrue seniority at the point where they left off at their departure.
6. Employees on leave of absence to serve the Armed Forces of the United States will accrue seniority if given an honorable discharge and returned to work in accordance with Michigan Laws relating to Veterans.
7. Any employees who choose a supervisory, executive or confidential position shall not accrue seniority while working outside the bargaining unit. Said employees may return to the bargaining unit only when their jobs are eliminated and at such time may exercise previously accrued seniority and bump back into the unit in accordance with the procedures as set forth in Article VIII, B-3.
8. Employees on layoff shall continue to accrue seniority during the entire period of said layoff.
9. Leaves of absence without pay of less than thirty (30) calendar days and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority.
10. Absences of leave without pay in excess of thirty (30) calendar days, except for service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.

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

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

B. Layoff/Displaced

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

2. Notice of layoff shall be made thirty (30) calendar days prior to the layoff.

3. **Procedure**

- a) A displaced person is one whose:
 - 1) Job has been eliminated
 - 2) Job has been changed in such a way as to require reposting
 - 3) Job has been taken in the bumping procedure
- b) Through the bumping process, any displaced employee cannot be required to bump into a position with a change in the number of weeks/hours worked per year, but may, if he/she chooses, subject to the qualifications set forth above in paragraph B.1.
- c) When seniority is to be exercised as a result of a reduction in the work force, the employee must give notice of intent to exercise seniority within three (3) working days of the notice of layoff by submitting in writing his/her intent to the Human Resource office. If the employee fails to give

such notice, they will forfeit his/her right to exercise seniority in the manner described below and must take the layoff.

d) Any displaced person may exercise his/her bumping rights if they so choose in the manner described below:

- 1) A displaced employee, who chooses to exercise his/her bumping rights, must first exercise seniority in his/her own class grade and shall bump the least senior person in his/her class grade, subject to the qualifications set forth above in paragraph B.1.
- 2) In the event that it is impossible to exercise seniority in the manner described in d.1, the displaced employee then must exercise seniority by displacing the next lowest senior employee in the same class grade. The displaced employee continues to move up the seniority list, in his/her class grade until reaching a position in his/her class grade for which they are qualified, as long as the position is below his/her current seniority status.

If a position in the employee's class grade is vacant, after being posted and through the process in Article IX, the employee shall be placed in said vacancy.

- 3) In the event the displaced employee cannot bump in the manner described in d.2, he/she may exercise his/her seniority to higher or lower class grade, by bumping the least senior in any class grade for which they are qualified. If it is a higher class grade, the position will be posted in accordance with Article IX, B. While the position is being posted, the person who is displaced will be placed first on the sub list at his/her current rate of pay. The person being bumped will remain in the posted job until a senior qualified bidder replaces him/her. He/she is then displaced and may exercise his/her bumping rights.
- 4) If a displaced person is required to go into a lower class grade through no fault of his/her own, that employee will be kept at their current rate of pay for a period of six (6) months or until they bid out of that position, whichever comes first.
- 5) If the displaced person is unable to exercise his/her seniority in any manner described above, then he/she will be placed on layoff.

e) Positions shall be filled by the above-described manner within the fourteen (14) calendar day period.

f) If there is more than one employee at a time forced to change jobs because of a reduction in the work force, then a meeting of employees who might be affected will be held. The President of the Association or designee shall also be present at the meeting.

At the meeting, the most senior employee in the highest classification affected shall exercise seniority to the position(s) available, in accordance with the procedures above.

C. Recall

1. Employees shall be recalled in order of seniority with the most senior employee being recalled first, subject to the employee having the ability to perform the work available, possessing the necessary skill required for the job and be qualified to perform the same, which means that with minimum instruction the work can be performed without unduly impairing the efficiency of the operation.
 - a) The employee shall be recalled by telephone
 - b) A certified letter to the last known address will follow, with a copy to the President of the Association
 - c) The employee shall have five (5) work days to give notice of intent to return and if not working, must return within five (5) work days of notice of intent to return. If the employee has taken another position, the employee must return within ten (10) workdays
 - d) If the employee fails to receive proper notice as a result of having moved without providing the Human Resource Office the correct or new address, seniority shall be terminated and it shall be deemed a voluntary quit
 - e) Failure to give proper notice of intent to return or to return within the prescribed time periods above will result in a loss of seniority and shall be deemed a voluntary quit.
2. An employee may refuse recall to a classification other than the one held prior to layoff within a period of six (6) weeks following initial recall provided this would not cause the Board to hire from outside the bargaining unit.
3. Should the Board reinstate a position that had been eliminated within one (1) year after the initial recall, the employee, if not on layoff, who previously held the position, shall be offered the position before it is offered to laid off employees, unless that employee has previously exercised seniority to obtain a different position by bidding out of the position to which the employee had been recalled.

ARTICLE IX - VACANCIES, PROMOTIONS AND TRANSFERS

- A.
 1. A position is considered vacant when a position is newly created or an employee quits, retires or is discharged for cause, or when an employee transfers or is promoted. In the event an employee is on an unpaid leave of absence in accordance with Article XI.E, such position shall be considered vacant after one (1) calendar year.
 2. When additional duties are placed in a position, the Professional Council will consider the desires of the employee in that position, research the skills required

and the training available, and any other relevant information. The Professional Council will then make a determination as to whether the position will or will not be posted.

In the event it becomes necessary to reduce or increase the work hours/weeks in a position, the employee shall have the option of remaining in the position. Should the employee not choose that option, the employee shall then exercise his/her right to bump in accordance with the contract language.

3. If an employee is on an approved absence or during the time a position is vacant and before a position must be posted, a temporary assignment of an existing employee may be affected if the employee agrees and the school district requests such assignment. After five (5) consecutive working days in such assignment, the employee will be placed at the appropriate pay grade for that assignment, only if the pay grade is higher than the employee's regular position pay, and if the employee possesses the necessary skills for the higher class grade. After ten (10) consecutive working days in such assignment, the pay grade would be retroactive to the beginning of the ten (10) working days. The temporary assignment would be in effect as long as the employee and supervisor were in mutual agreement. In no event will the other provisions of Article IX be violated.

B. Posting of Vacancies

1. The Administration agrees to post known vacancies on the email system as soon as they occur as described above.
2. When school is not in session, notice of the posting will be sent to the President of the Association and those employees who have requested copies from the Human Resource Office.
3. Vacancies shall be posted for seven (7) calendar days.

C. Filling of Vacancies

1. Any employee may apply in writing for a posted position except an employee who has been in an assignment less than sixty (60) working days. All employees may apply in writing for a posted position if it is to a higher or lower classification or to a position with a change in the number of weeks/hours worked per year.
2. All vacancies shall be filled within fourteen (14) calendar days from the end of the posting period, unless no candidates from the JESA seniority list have applied for the vacancy.
3. The parties agree that unrequested transfers of employees are to be minimized and avoided whenever possible.
4. A successful bidder shall be notified within one (1) workweek from the time the posting is withdrawn. Unsuccessful bidders shall likewise be notified as the disposition of the vacancy.

5. Promotions or transfers within the unit shall be made on the basis of seniority, previous successful evaluations and the proven ability to perform the work. "Proven ability" means the employee has the necessary skills, which may be tested, they will require minimum instruction, and will not unduly impair the efficiency of the operation.
- D. All timelines associated with the posting and filling of vacancies, including the trial period, shall be considered maximums. When dealing with a flexible timeline, expedited decisions are encouraged.
- E. The person selected for the position will be granted up to ten (10) workdays as a trial period to determine their ability to perform the job and their desire to remain on the job, except where an employee, through testing, has been found not to possess the ability to perform the work. During the trial period, they shall be paid at the rate for the job for which they are assigned. If an employee fails to perform the work for the position for which they have bid or they decide they do not wish to continue, they shall be returned to their former position within the ten (10) day period.
- F. A transferred or promoted employee may be asked to spend up to three (3) days providing training to their replacement(s). Any further training assistance, beyond the three (3) days, shall be at the prerogative of the employee.
- G. It is understood that a transferred or promoted employee will provide, when requested, information about certain aspects of their former position. In no case will they work in a dual assignment.
- H. Any ten (10) month employee in the bargaining unit interested in substituting during the summer shall submit to the Human Resource Office a letter indicating their interest in subbing during the summer months. When substitutes are needed, the employer will call the secretary(s) on a seniority basis, provided the secretary is qualified as per the existing job description and that such qualification is necessary for the position as a substitute.

ARTICLE X - WORKING CONDITIONS

- A. The normal workday shall be eight (8) hours per day. The normal workweek shall be forty (40) hours per week, Monday through Friday.
- B. The Board recognizes the principle of a forty (40) hour workweek and will set schedules and make work assignments, which can reasonably be accomplished within the afore-described workweek. The Board will not require secretaries regularly to work in excess of such workweek within or outside of any school building except in the case of special projects. Scheduling for overtime for special projects will be done mutually between the employee and employer within a reasonable time period.
- C. Any overtime will be authorized in advance and follow District procedures except in the case of emergencies.
- D. Any secretary, who by mutual agreement with his/her immediate supervisor starts his/her work earlier shall be able to quit an equivalent amount of time earlier.

- E. All secretaries shall be entitled to a duty-free, uninterrupted lunch period of not less than one (1) hour. Secretaries who agree to a scheduled lunch period of less than one (1) hour shall be permitted to leave early to compensate.
- F. The normal work hours shall be from 7:30 a.m. to 4:30 p.m. Any deviation shall be by administrative directive.
- G. Secretaries will be provided a fifteen (15) minute duty-free break in the morning and the afternoon.
- H. When schools are not open because of "Act of God" days employees are not expected to report for work with no loss of pay or leave. Such paid days shall be limited to two (2) per school year.
 - 1. In the event that schools are closed for three (3) or more "Act of God" days in a school year, the following shall apply:

The employee shall not be expected to report to work. The employee may elect to work, use a vacation or personal business day, or lose a day's pay.
 - 2. When "Act of God" days are made up, pursuant to the current state aid act, bargaining unit members shall be required to report to work. Neither the closure of schools due to "Act of God" days nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member in accordance with their step and level on the salary schedule.
 - 3. Maintenance and Payroll secretaries may be required by the supervisor to report on any "Act of God" days; however, if they are required to report, they will have the option between compensatory time or additional regular hourly rate of pay for the actual hours worked. Actual hours worked begins one-half (1/2) hour after the employer's telephone call to come in. Transportation will be provided as requested.
- I. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not be assigned non-secretarial, non-bargaining unit work, which may be properly distributed to other personnel except temporarily and for good cause. Accommodations will be made in the secretary's normal workload, if necessary, to accomplish the additional assignment.
- J. During vacation periods every endeavor will be made to correlate the hours of employment for secretarial and other non-certified personnel in the building. Under no circumstances will a secretary be required to work as the sole occupant of the building.
- K. Adequate parking facilities shall be made available to secretaries for their exclusive use when possible. All future building, modernization and site expansion will include adequate parking facilities for secretaries. If parking spaces are assigned, all parking spaces, with the exception of those secretaries who use their car regularly for duties connected with their assignments, those spaces shall be assigned by seniority.
- L. The provisions of the Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin,

age, sex, marital status, height, weight, non-job interfering handicap or arrest record or membership in/or association with the activities of any secretarial organization. It is agreed, however, that efforts will be made to recruit and retain qualified minority group secretaries to approximate the percentage of minority group students within the Jackson Public Schools.

- M. If specific secretarial or clerical positions are to be eliminated, written notice shall be provided the Association and the secretary involved two (2) weeks in advance of such elimination.
- N. When a secretary transfers to a new position for any reason, he/she make take any equipment that was purchased for them with certified a health condition or under ADA requirements. A written request must be made to the Human Resource Office listing the items.
- O. Upon employment, the name of each secretary shall be provided along with a written job description for the work he/she is expected to perform to the President of the Association.
- P. In the event the opening of the school year is delayed or the school year is interrupted by causes other than an Act of God, and school is scheduled to be in session on holiday-related days, Christmas vacation, Spring vacation, or the last week of June, secretaries will be required to work on all such days that school is in session, and all other days as might be necessary to complete the school year. Compensatory time off for work performed on any days listed above will be arranged by mutual agreement between the secretary and his/her immediate supervisor.

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

Q. Substitute Secretarial Time For Bennett School

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

- R. The Administration agrees to post a Summer School Secretary position each year that the district participates in an elementary summer school program. If the decision is made to eliminate the summer school program and secretary position, it is agreed that it is not for the purpose of eroding the bargaining unit.
- S. If a building is closed during the workday, employees will either:
 - 1. Be released within thirty (30) minutes of closing, or
 - 2. Be relocated to another building to do work related to their specific assignment.

T. Medical Service to Students

- 1. Employee service shall be limited to the dispensing of Band-Aids and ice packs, taking temperatures, and minimal assistance to determine the degree of injury or

illness which could include calling administrators, parents, and/or emergency personnel. The employer shall indemnify and save harmless from any liability employees who administer medical assistance.

2. Latex gloves shall be readily available to each employee and must be used whenever working with body fluids.

U. Student Medication

Employees shall not be required to administer non-prescription medication to students. Employees may be required to administer oral prescription medication to students only under the following conditions:

1. A current JPS School-Administered Medication Form has been completed, returned, and available to the employee.
2. If the Principal(s) and the school nurse, are both off school property.
3. Medication must be administered in the presence of two (2) designated District employees, of which one (1) may be a secretary.
4. A School-Administered Medication Record must be maintained at a current status.

ARTICLE XI - LEAVES OF ABSENCE

A. Sick Leave

1. Any secretary, except temporary and seasonal secretaries shall be granted, effective the first day of employment, ten (10) work days of sick leave credit per year for ten (10) month employees, eleven (11) work days of sick leave credit per year for eleven (11) month employees, and twelve (12) work days of sick leave credit per year for twelve (12) month employees. Any excess of leave time beyond the prorated leave time that is used shall be deducted from the employee's pay. In addition, secretaries who have completed five (5) years of continuous service shall be allowed an additional five (5) days of sick leave per year. This additional five (5) days shall be added to the secretary's total each year after he/she has completed five (5) years of continuous service, and an additional five (5) days each year thereafter for continuous service. The first year shall be calculated on a pro-rated basis (to the nearest half (1/2) day) and thereafter on July 1 of each year (.42 day per month). Unused sick leave shall be accumulative indefinitely.
2. Sick leave allowance for secretaries injured while working for the board and thus become eligible for Worker's Compensation benefits shall be as follows:
 - a) Accumulated sick leave days shall, on an optional basis to the secretary, be made available to the injured secretary during the period he/she is unable to work as a result of an accident.
 - b) If the secretary chooses the option of using sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the secretary the equivalent of his/her regular daily rate. The

secretary's sick leave would be charged with a proportionate amount of time lost, based on the ratio of school funds used to make the secretary's regular daily rate.

B. Leaves of absence with pay chargeable against the secretary's sick leave allowance shall be granted for the following reasons:

1. Sick leave for personal illness or accident not connected with duties of the secretary.
2. Illness or disabling accident in the immediate family (spouse, children, grandchildren, parents of spouse, and parents of secretary) not to exceed eight (8) days per year, which four (4) may be used for grandchildren.
3. **Emergency Leave** - Construed to mean time necessary for the conduct of personal affairs - which cannot normally be handled outside the regular work hours. Emergency leave shall include the following items, in addition to other emergencies, which must be approved by the immediate supervisor:
 - a) One (1) day for attendance at school graduation of a son, daughter, or spouse. A maximum of two (2) days additional time will be allowed when travel is required.
 - b) Necessary absence in excess of three (3) days for each death in the immediate family (mother, father, spouse, children, grandchildren, mother or father of spouse, brothers, sisters of secretary and spouse).
 - c) Attendance at the funeral of persons whose relationship to the secretary warrants such attendance.
4. **Personal Leave** - Personal leave shall be construed to mean time necessary to conduct personal affairs of a business or legal nature, family responsibilities which cannot be handled outside of school duty hours, or time absent when schools are closed because of "Act of God" days. Such leave shall be limited to two and one half (2 1/2) days per fiscal year. Such leave will be granted at the discretion of the Human Resource Office when required for time immediately preceding or following holiday or vacation periods. All personal leave requests must be submitted at least forty-eight (48) hours in advance of date of leave, except in an emergency situation.
5. Anytime "immediate family" is mentioned in this Agreement, it also includes stepfamily. (For example, father includes stepfather, mother includes stepmother, etc.)

C. Leaves of absence with pay and not chargeable against the secretary's sick leave allowance shall be granted for the following reasons:

1. Two (2) workdays per year for illness or disabling accident in the immediate family (spouse, children, parents of secretary and spouse, and grandchildren if employee is the guardian or if they live in the household).

2. A maximum of three (3) work days for each death in the immediate family (spouse, children, mother, father, brothers or sisters, grandparents and grandchildren of secretary or spouse).
3. Absence when called for Jury Service. Pay by the Board shall be limited to the difference between the jury duty pay and the secretary's regular daily salary, except that full salary will be paid if the secretary turns his/her pay over to the Board.
4. Court appearance as a witness in any case connected with the secretary's employment with the Jackson Public Schools.
5. Employees may request job related in-service/training and may attend up to two (2) in-service training days per year. The employee shall fill out a school business form no later than two (2) weeks in advance, except in the case of emergency and submit the form to their supervisor. Any written information must be attached to the form. The supervisor shall respond within two (2) workdays, providing rationale if the request is denied. If the request is denied, the employee may appeal to the supervisor accompanied by an association representative.

D. Sick Bank

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

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

- E.** Leaves of absence without pay or fringe benefits for a reasonable period not to exceed one (1) year, will be granted when requested in writing by any secretary who has been employed for one (1) or more years with the Jackson Public School District without loss of seniority in any of the following cases: (A second year may be granted at the option

of the Board if requested at least sixty (60) days before the expiration of the original approved leave.)

1. Serving in any elected or appointed position, either public or association.
2. Personal illness, either physical or mental. Request to return must be accompanied by a Board-designated physician's statement that the secretary is able to resume his/her regular duties.
3. Prolonged illness in the immediate family, limited to spouse, children, parents of secretary and spouse, and grandchildren if the employee is the guardian or if they live in the household.
4. Maternity - Request to return must be accompanied by a physician's statement that the secretary is able to resume her regular duties.
5. Other leaves for reasons as specific in the application if requested by the secretary. Such reasons will be subject to review by the Association and the Board.

F. Return from Leave of Absence

1. An employee on an unpaid leave of less than one (1) calendar year as defined in Article XI.E, and including short-term and long-term disability, shall return to the position he/she held prior to his/her unpaid leave. The position will be filled with a substitute while the employee is on unpaid leave. Upon return to work after more than one (1) calendar year of unpaid leave, the employee will be placed on the substitute list and may apply for vacancies that occur in accordance with Article VIII. While on the substitute list, the employee will receive substitute wages and will not be eligible for fringe benefits.
2. An employee on a paid leave as defined in Article XI. A, B, C, and Article XII, shall return to the position he/she held prior to his/her paid leave. The position will be filled with a substitute while the employee is on paid leave.
3. The secretary will be dropped from the seniority list at such time as she/he refuses appointment to a position within the classification, which he/she held at the time the leave was granted.
4. Failure to comply with the regulation as outlined in this section shall be considered as a resignation and a forfeit of seniority rights.
5. The secretary will be dropped from the seniority list if he/she accepts employment with another employer while on leave of absence. The above will not apply to persons involved in rehabilitation or training programs required by illness or disability or while on active military service, as required by law.

- G. In addition to leaves authorized above, the immediate supervisor may authorize a secretary to be absent without pay for personal reasons for a period(s) not to exceed twenty (20) workdays in any calendar year. His/her position may be filled by a substitute for this period of time.

- H. Leaves of absence without pay of more than twenty (20) work days but no longer than ninety (90) work days may be granted by the Director of Human Resources, if in his/her opinion the leave may benefit the Jackson Public Schools and the secretary concerned. In such cases, the position may be filled by a substitute for the period of the leave.
- I. A secretary who is absent from duty shall report the reason and anticipated duration of the absence to his/her immediate supervisor. This report will be made at least forty-five (45) minutes prior to the start of the workday unless prevented by extenuating circumstances. All unauthorized and unreported absences shall be considered without leave and deduction of pay for the secretary shall be made for the period of the absence. Such absence may be made the grounds for disciplinary action by the Superintendent upon recommendation by the department head or principal.

ARTICLE XII - HOLIDAYS AND VACATIONS

A. Holidays

1. The following days shall be observed as paid holidays.

New Year's Day
Martin Luther King Day
Presidents' Day
One-half day on Good Friday
Memorial Day
Independence Day
Labor Day
One-half day before Thanksgiving
Thanksgiving Day
Day after Thanksgiving
Day before Christmas
Christmas Day

*** The employee may use vacation or personal day if they choose to be paid "the day after Christmas" and/or "the day before New Year's Day". These two days will be without pay and the employee is not expected to report to work.**

2. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.
3. The secretary shall be eligible for holiday pay under the following conditions:
- a) The secretary would have been scheduled to work on such a day if it had not been observed as a holiday, unless the secretary is on vacation, sick leave, or other authorized leave with pay.
 - b) The secretary worked his/her last scheduled workday prior to the holiday (first half of the day on those days designed a one-half (1/2) day off) unless he/she is excused by the Board, or he/she is absent for any

reasonable purpose. The Board and the Association shall mutually agree upon whether the purpose is reasonable in each case.

- c) If the holiday is observed on a secretary's scheduled vacation, his/her vacation shall be extended by the number of holidays observed. If the holiday is observed while he/she is on sick leave, the holiday will not be deducted from his/her sick leave allowance.

B. Vacation

- 1. Annual paid vacation leave for fifty-two (52) week employees shall be based on the employee's employment anniversary, and shall be awarded as follows:

6 months to 1 year of service	5.0 days
2 years to 8 years of service	10.0 days
9 years to 15 years of service	15.0 days
16 years of service and beyond	20.0 days

NOTE: 11-month employees prorated on 52-week schedule

Vacation leave for those employed less than fifty-two (52) weeks per year will be prorated based on the number of weeks worked. The pro-rated vacation leave for forty-three (43) and forty-four (44) week employees, consistent with "1" above, shall be:

a.) If hired before January 1, 2004

6 months to 1 year of service	4.0 days
2 years to 8 years of service	8.5 days
9 years to 15 years of service	12.5 days
16 years of service and beyond	17.0 days

b.) If hired on or after January 1, 2004

6 months of service and beyond	4.0 days
---------------------------------------	-----------------

- 3. Vacation day hours earned shall be equal to the workday hours.
- 4. Annual vacation leave for all employees shall be credited and available for use each July 1. No vacation leave may be taken during the first six (6) months of employment. If an employee leaves JPS employment, any excess of leave time beyond the prorated leave time (earned) that is used, shall be deducted from the employee's final pay. Pro-rated leave time shall be based on the employee's anniversary date.
- 5. 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 July 1.
- 6. Annual vacation carry-over to the next fiscal year is limited to a maximum of thirty (30) days. Vacation leave may be taken in excess of vacation credit earned by service prior to the starting date of leave.

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

ARTICLE XIII - COMPENSATION

- A. Employee hourly rates shall be set forth in Appendix C. These rates shall be calculated using the Salary Scale Index in Appendix B.

The Base Rates, Index 1.00, shall be as follows:

May 1, 2007 through June 30, 2007	\$10.61
July 1, 2007 through June 30, 2008	\$10.80

The Contract will be reopened no later than April 1, 2006 for the purpose of determining the percentage increase to the index for the 2006-2007 school year.

- B. All secretaries shall be compensated for paid time actually worked in excess of forty (40) hours per week. From July 1, 2006 through June 30, 2007, paid holidays shall count as hours worked in a week for purposes of overtime calculation. Effective July 1, 2007, employees will be paid at time and a half for actual hours worked over forty hours per week. Compensatory time with approval may be requested. The time accrued from overtime work shall be used within one year from the time that it was earned. The employee shall request the use of compensatory time from his/her supervisor. The employee may request payment of compensatory time earned when transferring to a new position, upon resignation or termination of service. Secretaries shall be compensated for time worked on any holiday as prescribed for overtime in addition to the regular pay for the holiday.
- C. Payment will be made on a bi-weekly basis on alternate Fridays. Each payment shall cover the bi-weekly period ending on Friday previous to the scheduled pay date.
- D. **Part-Time Employees:** Any regularly employed secretary on a continuing work schedule for less than full time, shall be compensated at the appropriate hourly wage rate.
- E. **School-Year Employees:** Any regularly employed secretary on a continuing work schedule during the school term and working less than the full twelve (12) months during

each year, shall be compensated at the hourly rates specified for the class of his/her position during the periods actually worked or while on authorized leave with pay, or, if the employee so elects, and the exact number of bi-weekly pay periods he/she will work is known in advance, the employee may be paid on a year-round basis at a rate calculated as follows:

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

All pay adjustments for absence without leave or other reasons as specified in this Agreement will be made in accordance with the hourly rate.

F. **Entrance Salary Rates**

1. **Entrance Rate on Initial Employment**

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

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

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

3. **Rate of Pay on Promotion or Up-Grading**

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

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

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

1. **Probation**

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

2. **Advancement in the Base Range**

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

I. **Job Description and Classification**

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

J. **Retirement**

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

K. **Terminal Leave**

Terminal leave shall be paid at sixty percent (60%) of the final rate of pay for a maximum of one hundred twenty (120) days of unused accumulated sick leave days, either to his/her estate upon death while in the Boards employ, or upon retirement under the provisions of the Michigan Public Schools Employees' Retirement Act.

L. **Insurance Protection**

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

Plan A

1. **Full Family MESSA Choices II Plan (See MESSA booklet for details)**
 - ◆ \$10.00/\$20.00 Prescription Card

2. MESSA Long-term Disability
3. \$20,000 MESSA Term Life Insurance
4. MESSA/Delta Dental Plan E-07
5. MESSA Vision (VSP 2)
6. Flexible Reimbursement Account – Section 125 Flexible Spending Plan shall be established as soon as practicable. It will include:
 - a. Qualifying medical expenses and
 - b. Child and dependent care up to \$5,000 or more if allowed by law per year.
7. Employee will pay first \$500/\$1,000 of \$10/\$20 co-pays each Plan Year (October 1 through September 30) and District will pay second \$500/\$1,000 of co-pay each Plan year. District will not pay cost difference between brand name and generic if brand name not medically necessary. Reimbursement by District shall not be more frequently than monthly.

Plan B

1. \$50 per month for MESSA options or a Tax-sheltered annuity.
2. MESSA Long-term Disability
3. MESSA/Delta Dental Plan Auto +/-08
4. MESSA \$30,000 Term Life Insurance
5. MESSA Vision (VSP 3)

The employee shall pay seven and one half percent (7.5%) of the Health Insurance Premium (Major Medical, Prescription and Riders) in 2006-07 and eight (8%) for 2007-08. The Board will fully pay Life, Dental and Vision.

General Provisions:

1. When appropriate, MESSA-care and Medicare premiums instead of regular health care coverage will be paid on behalf of the secretary, spouse, and/or dependents.
2. Any secretary who, for any reason, retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement, and his/her employment with the District, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment required said coverage. The secretary may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every secretary shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all secretaries during the open enrollment period:

a) **Health Insurance Coverage**

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

Date

Signature

3. **Short-term Disability Coverage** - A benefit of .66 2/3 of the secretary's hourly rate shall be paid when the following conditions are met:
- a) The exhaustion of sick days and
 - b) The expiration of thirty (30) workdays of illness.
 - c) The benefits shall be equal to those of the MESSA LTD program provided in this Article. These benefits will continue until LTD benefits have begun.
4. Secretaries working for a minimum of twenty-four (24) hours per week shall be given coverage as provided above. Employees hired after January 1, 1996, will be subject to twenty-four (24) hour minimum.
5. In the event of layoff, the Board of Education agrees to pay insurance benefits for the month that the employee was laid off plus one (1) month.
6. It is understood and agreed that there will be no duplication of coverage under medical insurance benefits by the secretary, if the spouse is offered medical coverage by the Jackson Public Schools Board of Education.
- M. If the secretary is driving his/her own automobile on official school business and if the Board and the secretary are jointly liable as a result of such automobile use, then the Board will maintain liability insurance in excess of the secretary's personal liability insurance. The secretary must report forthwith in writing to the Business Office any accident involving the secretary while on school business, and maintain at least the minimum liability insurance as required by Michigan Law to gain advantage of this coverage.
- N. A mileage allowance for authorized travel on official school business by a secretary in a personally owned automobile shall be paid at the current rate established by the PNA.
- O. Yearly passes covering all athletic events shall be made available to secretaries and spouses for the high school. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such pass covers one (1) person only and is not transferable.
- P. If the secretary assigned to the Chief Payroll Account Clerk position possesses an associate's degree, that individual shall receive an additional payment of \$500.00 annually. The \$500.00 payment shall be added to the individual's salary for payroll

purposes but shall not increase the hourly rate or salary scale index for the position as set forth in appendix B.

ARTICLE XIV - EMPLOYEE EVALUATIONS/PLAN OF ASSISTANCE

- A. Professional evaluation of the work of employees shall be accomplished in writing under the following circumstances:
1. Each school year, the immediate supervisor of the employee shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided. (Appendix D)
 2. Evaluations shall be made upon completion of ninety (90) days employment and six (6) months employment. Thereafter, employees will be evaluated in May of each year. In preparing this report, the immediate supervisor of the employee shall involve all supervisory personnel working with the secretary at the time of the evaluation. Failure to evaluate as stated shall presume satisfactory in all categories.
 3. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
 4. All evaluations must be discussed with the employee before they are submitted to the Superintendent or his/her designee and shall bear the signatures of the evaluator(s) and the employee. Employees are required to sign the evaluation to indicate that they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicates the employee is familiar with it.
 5. After consultation with the supervisor, his/her designee, or other persons in a supervisory position in relation to the employee who has been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the person(s) preparing the evaluation.
 6. The immediate supervisor may, at any time, submit additional reports to the Superintendent or his/her designee, concerning the performance of individual employees with the provision that such evaluations conform to the requirements set forth in this Article.
 7. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.
 8. In the event of an unsatisfactory evaluation, the employee may request re-evaluation after thirty (30) days.

9. No comments shall be added to the evaluation by a supervisor(s) after the employee signs it.
10. No employee shall be required to fill out a self-evaluation form.
11. **Plan of Assistance**

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

ARTICLE XV - EMPLOYEE IMPROVEMENT

- A. The District will reimburse secretaries for Professional Development on Microsoft products. The secretary must take the approved skills test for the class and meet the rubric established for Level #13 new hires to qualify for reimbursement.
- B. The employee may also request approval for other Professional Development by his/her supervisor. No hourly rate will be reimbursed if taken outside regular work hours.
- C. Professional Development at the employer's request will be reimbursed at the employee's hourly rate if approved to be taken outside regular work hours.
- D. Should District-wide Professional Development occur outside of regular working hours, employees shall be reimbursed at the appropriate hourly rate.
- E. The Board will pay enrollment fees for four (4) secretaries, with a maximum of ten (10) days total each year, desiring to attend workshops, in-service training sessions, or statewide conventions. His/her regular salary shall continue during the workshop-training period. The Association reserves the right to assign secretaries wishing to attend sessions.
- F. In the event the District is planning a Professional Development involving all employees, every effort will be made to inform the Union and reach mutual agreement on a JESA member for inclusion, should a committee be formed for this purpose.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, and supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the school district and the Association, and shall constitute the entire agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party until such amendment or Agreement has been duly ratified by both parties.

- B. If any provision of the Agreement or any application of the Agreement to any secretary or group of secretaries shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and application shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all secretaries now employed or hereafter employed by the Board during the duration of the Agreement.
- D. The Board and the Association agree to the principle that differences shall be resolved by the appropriate and peaceful means concerning any matter which is subject to the grievance procedure, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action in such cases against the Board. As used herein, the term "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Failure of employee(s) to return to his/her workstation upon request by the Board shall result in disciplinary action up to and including discharge.

ARTICLE XVII - DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2006, 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.

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

**JACKSON EDUCATIONAL SECRETARIES
ASSOCIATION
Jackson, Michigan**

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

BY _____
For the Association

BY _____
For the Board

APPENDIX A

CLERICAL AND FISCAL GROUP CLASSIFICATION PLAN

<u>GRADE</u>	<u>JOB TITLE</u>
10	Base Rate
13	Elementary Clerk Typist
13	High School Counselors' Secretary
13	Purchasing Account Clerk
13	Secondary Clerk Typist/Switchboard Operator
13	Transportation Clerk Typist
14	Alternative & Community Education Secretary
14	Maintenance & Business Office Account Clerk
14	Secondary Attendance Clerk
14	Special Education Account Clerk
15	Alternative & Community Education Secretary
15	Athletic Department Secretary
15	Elementary School Secretary
15	Grant Program Secretary
15	High School Secretary
15	Maintenance Administrative Secretary
15	Middle School Bookkeeper
15	Middle School Scheduling Secretary
15	Payroll Account Clerk
15	Special Education Clerk
15	Special Education Registrar
15	Transportation Department Secretary
16	Alternative & Community Education Administrative Secretary
16	Chief Payroll Account Clerk
16	District-Bookkeeper
16	ESC/Technology Secretary
16	High School Bookkeeper
16	High School Records Secretary
16	High School Scheduling Secretary
16	Secondary School Administrative Secretary
16	Student Accounting Data Specialist
16	Student Services Administrative Secretary

Appendix B

JESA HOURLY RATES

Effective May 1, 2007 – June 30, 2007 (2.0% increase)

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	10.61	11.14	11.70	12.28	12.90	13.54	14.22
11	11.14	11.70	12.28	12.90	13.54	14.22	14.93
12	11.70	12.28	12.90	13.54	14.22	14.93	15.68
13	12.28	12.90	13.54	14.22	14.93	15.68	16.46
14	12.90	13.54	14.22	14.93	15.68	16.46	17.28
15	13.54	14.22	14.93	15.68	16.46	17.28	18.15
16	14.22	14.93	15.68	16.46	17.28	18.15	19.06

Effective July 1, 2007 – June 30, 2008 (1.75% increase)

CORRECTED

Class Grade	First Year	Second Year	Third Year	Fourth Year	Fifth Year	9th Yr. Long. I	16th Yr. Long. II
10	10.80	11.34	11.91	12.50	13.13	13.78	14.47
11	11.34	11.91	12.50	13.13	13.78	14.47	15.20
12	11.91	12.50	13.13	13.78	14.47	15.20	15.96
13	12.50	13.13	13.78	14.47	15.20	15.96	16.76
14	13.13	13.78	14.47	15.20	15.96	16.76	17.59
15	13.78	14.47	15.20	15.96	16.76	17.59	18.47
16	14.47	15.20	15.96	16.76	17.59	18.47	19.40

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

52-Week Employee	2064 Hours
44-Week Employee	1744 Hours

CLERICAL AND FISCAL GROUP SALARY SCALE INDEX

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

APPENDIX C

JACKSON EDUCATIONAL SECRETARIES ASSOCIATION
Jackson, Michigan

GRIEVANCE REPORT FORM

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

Distribution of Form

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

Submit to Supervisor in Duplicate

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

LEVEL I and II

Date Cause of Grievance Occurred: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature and Date of Grievant: _____

3. Disposition of Supervisor: _____

Signature and Date of Supervisor: _____

4. Position of Grievant: _____

Signature and Date of Grievant: _____

LEVEL III

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

Signature and Date: _____

2. Position of Grievant and/or Association: _____

Signature and Date: _____

LEVEL IV

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

Signature and Date: _____

APPENDIX D

**JACKSON PUBLIC SCHOOLS
Secretaries Evaluation Form**

EMPLOYEE _____ DATE _____

POSITION _____ EVALUATOR _____

DEPARTMENT/BUILDING _____

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

- 1. **Excellent**
- 2. **Exceeds Job Requirements**
- 3. **Meets Job Requirements**
- 4. **Needs Improvement**
- 5. **Unsatisfactory**

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

Annual Evaluation

Probationary Evaluation

Administrator's Remarks:

Date

Signature of Evaluating Administrator

Employee's Comments:

I have reviewed this evaluation.

Date

Signature of Employee to signify receipt, not agreement

APPENDIX E

SECRETARIAL CONTINUING EDUCATION APPLICATION

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

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

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

Name _____ School/Dept _____

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

Course Dates _____

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

Approved Not Approved

Rationale _____

Associate for Human Resources _____

Date _____

APPENDIX F

JESA

Plan of Assistance to Overcome Identified Deficiencies

Name _____

School/Department _____

Assignment _____

1. **Background Information**

Training Background
Experience
Date of Prior Conference for Deficiencies

2. **Statement of Deficiency**

This section should include:

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

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

This section should include:

Goals and Objectives

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

Plan

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

Responsible Party

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

4. **Monitoring System**

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

5. **Final Outcome**

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

6. **Employee Response**

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

Name _____
(Page 2)

3. Goals and Objectives/Plan/Responsible Party

Objectives	Plan	Responsible Party

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

Supervisor

Employee

Date

Date

Name _____
(Page 3)

5. Final Outcome

6. Employee Response

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

Supervisor

Employee

Date

Date

Copy Distribution: