

Article I
Recognition

This Agreement is made by and between the Board of Education and the Jefferson Clerical Association. Any changes in this Agreement shall be made in writing, signed by both parties, and done so by mutual consent.

Any portion of this Agreement shown to be contrary to State and/or Federal Law shall be void and inoperative. At the option of either party, the provision voided shall be immediately subject to negotiation. All other provisions of this Agreement shall continue in effect.

The Board hereby recognizes the Jefferson Clerical Association, hereafter referred to as the Association, as the sole and exclusive bargaining representative for all Principal Secretaries and General Clerical staff assigned to the District's school buildings. Excluded are all Central Office secretarial personnel, the Payroll Supervisor, the Controller, and general clerical personnel assigned to Central Office.

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

Article II
Rights of the Board

- A. It is expressly agreed that all rights which ordinarily are vested in and have been exercised by the Board, except those which are expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board including the right to:
1. The executive management and administrative control of the school system and its properties, facilities, equipment, and the activities of its employees during working hours.

2. Hire all employees and subject to the provision of law and this Agreement to determine their qualifications and the conditions for their continued employment, their placement or their dismissal, suspension, layoff, or demotion, and to promote and transfer all such employees.
 3. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of operation.
 4. Adopt rules and regulations.
 5. Determine the number of locations or relocation of its facilities, including the establishment or relocation of new school buildings.
 6. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided in this Agreement.
 7. Determine the policy affecting the selection of employees providing that such selection shall be based upon lawful criteria.
 8. Determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment which shall be expressed verbally or in writing to all employees at the time of employment.
- B. The matters contained in this Agreement and/or the exercise of such rights of the Board are not subject to further negotiations between the parties during the terms of this Agreement unless by mutual consent.
- C. Nothing in this Agreement shall be construed to limit the powers and responsibilities conferred upon the Board or the Superintendent under the laws or Constitution of the State of Michigan, specifically the rights and responsibilities as conferred under the Revised School Code.

- D. The listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein.

Article III
Paid Leaves

- A. Sick Leave: All Association members shall be granted sick leave days as per the following schedule:

All staff members	13 days per year
	Accumulative to 65 days

Unused sick days in excess of 65 days shall be paid at the rate of fifty dollars (\$50.00) per day for one-half (1/2) of the excess days. Payments shall be paid by October 1st of each year.

Sick leave days shall be credited as of July 1st of each year or on the employee's first working day after such date. Leave days shall be prorated for late hires or for personnel terminating employment at times other than June 30th. Also chargeable to sick leave shall be employee absence due to family illness. Such absences shall be limited to five (5) days with pay. Sick leave will be used for absences caused by personal illness, physical disability, emergency dental, doctor, or vision treatment as well as injury or disability incurred in the course of employment.

- B. Personal Business Leave.

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

- a. Days Granted. All employees may use a maximum of two (2) leave days per year for personal business. When personal days are not used they will be added to employee accumulated sick leave at the end of the school year.

- b. Leave Condition. This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
 - c. Request Procedure. Employees desiring to use such a leave will submit their requests on the application at least three (3) days in advance of the anticipated absence except in an emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the principal.
 - d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
 - e. Authorization. The request form shall be signed by the Superintendent or authorized agent and returned to the employee requesting the leave at least one (1) day prior to the requested date. Approval or rejection will be so indicated on the form.
- 2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave if an emergency exists. All requests shall be channeled through the Building Principal.
 - 3. Violation, Consequences, and Penalties. An employee violating the provisions of this article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.

C. Funeral Leave

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

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

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

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

- D. Judicial Leave: A member called for jury duty or to give testimony in a court of law shall be compensated in the amount of the difference between regular pay and pay received for the performance of such obligation. Such leave shall not be charged to sick leave.

Article IV **Unpaid Leaves**

Leaves of absence without pay shall be granted for any of the following reasons:

1. All Association members shall be granted a health leave after their accumulated sick leave is depleted and their health, or the health of a

member of the immediate family, which shall be defined as parents, grandparents, spouse, children, siblings, parents-in-law, or dependents of the immediate household residence, warrants it up to a maximum of six (6) months. Said leave shall be extended upon approval of the Superintendent for a period not to exceed a total of thirty-six (36) months. Such leave may require a physician's statement and would be renewable every six (6) months. A written request must be submitted to the Superintendent two (2) weeks prior to the start of the extended leave.

2. A leave of absence for maternity and/or child care shall be granted for up to one (1) year. A written request must be submitted to and approved by the building administrator and Superintendent prior to the start of any leave.
3. A leave of absence without pay may be granted at the discretion of the Superintendent or his/her designee. A written request for said leave must be submitted to the Superintendent and approved prior to the beginning of the leave. The leave shall not exceed one (1) year.
4. All requests for unpaid leaves of absence will be applied for at least sixty (60) calendar days prior to its commencement, except in cases of emergency or health leaves.
5. A member on an unpaid leave of absence may return, upon the expiration of his/her leave, to his/her former position.
6. An employee on disability/sick leave shall accumulate seniority for the duration of the leave up to one (1) year. An employee on maternity/child care leave shall accumulate seniority only for the period of actual disablement. All other leaves shall result in seniority being frozen.
7. While an employee is on an unpaid leave, his/her sick days will be frozen until he/she returns or his/her employment is terminated.
8. Failure to report within ten (10) days of assignment shall constitute a resignation on the part of the employee.

Article V
Transfer, Promotion, and Seniority

- A. When vacancies occur in any non-certified bargaining unit position or when a new position is created, an announcement containing all pertinent information relating to the position will be posted as specified in this paragraph.
- B. No vacancy shall be filled except on a temporary basis until such vacancy has been posted with all Association members for at least five (5) school days. In the event school is not in session, all Association members shall be notified by mail of any existing vacancies. Association members desiring to be considered for an announced vacancy must make written application to the designated administrative office during the posting period. All those applying who have the posted qualifications shall be granted an interview and will be notified of the decision regarding the appointment in writing.
- C. Seniority Placement
1. A new bargaining unit member shall work for a probationary period of thirty (30) working days. Persons substituting for any Association member for a period of thirty (30) working days or longer shall have the probationary period waived.
 2. An employee who moves to a different position within the association shall have the option to move back to the previous position within a period of thirty (30) working days. If the employee's performance in the position during this period is not satisfactory, the employee shall be reassigned to the former position without recourse to the grievance procedure. The reasons for the reassignment shall be given in writing.
 3. Seniority shall be determined by membership in the Association. When an employee moves from one position to another in the Association he/she shall take with him/her all seniority earned. Seniority shall be the determining factor within classification.

4. In the event of more than one member beginning employment on the same day, a drawing shall be held to determine seniority. Placement shall not be changed. If lay-offs are required, the person with the least amount of seniority within the affected classification shall be laid off. Callback will be in reverse order.

Classifications are defined as:

- a. General Office
- b. Principals Secretary

There shall be no bumping outside of the employee's classification.

5. Seniority shall be broken for the following reasons:
 - a. Resignation
 - b. Retirement
 - c. Discharge
 - d. If a member is absent for three (3) consecutive working days without notifying management, unless extenuating circumstances exist.
 - e. If a member falsifies his/her employment records or falsifies a request for an unpaid leave of absence.
 - f. If a member transfers out of the clerical unit.
- D. When an Association member is to be transferred to a new position/school that Association member will receive, in writing, thirty (30) working days prior to the transfer, the reason for that transfer.

Article VI

Group Insurance Protection

- A. Protection.

Coverage. The Board shall provide insurance protection for full-time employees as described below. Full-time is defined as including those employees who work thirty-five (35) hours per week or more.

a. Health Insurance for the contractual period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. Employees shall contribute a minimum of seventy-five (\$75.00) per month toward the cost of the monthly health insurance premium. The annual value of the premium contributions will be deducted on a pro rata basis each pay period. At the employees election, contributions may be deducted on a pre-tax basis as may be allowed pursuant to §125 of the I.R.S. Code as amended from time to time.

b. Health Insurance includes:

Health	Comparable to MESSA Choices II
Long Term Disability	66-2/3%
	\$2,500 Maximum
	90 Calendar Days Modified Fill
	Maternity Coverage
	Freeze on Offsets
	Pre-Existing Condition Waiver
	Alcoholism/Drug - 2 year limitation
	Mental/Nervous - 2 year limitation
Negotiated Life	\$25,000 with AD&D
Vision	Equal to VSP 3 Plus
Dental	80/80/80: \$1,300
Plan Month - July	(\$1,000 Class I & II Maximum)

c. Employees not electing health insurance may select ancillary insurance coverage, which includes:

Long Term Disability	66-2/3% same as above
Negotiated Life	\$25,000 with AD&D
Vision	Equal to VSP 3 Plus
Dental	80/80/80: \$1,300
Plan Month - July	(\$1,000 Class I & II Maximum)

Full-time employees who are eligible to receive health insurance coverage but elect not to take the benefit will be paid one hundred fifty dollars (\$150) per month in addition to the ancillary insurance benefits provided by the Board.

- d. The Employer shall have the option of selecting an alternative health care insurance plan, provided the benefits are substantially equivalent to the current plan. The Employer will review the alternative health care insurance plan(s) with the union 60 days in advance of any changes.
- B. Part-Time. Part-time employees (20 hours or more) shall receive, on a prorated basis, available benefits.
- C. Cancer Insurance. Cancer insurance will be provided for the employee only. The plan shall be that of the American Family Life Assurance Company Cancer Plan or its equivalent as determined by the administration.
- D. Premium Payment - Unpaid Leave/Resignation. Unit members on unpaid leave shall have their premium paid through the month in which the leave becomes effective. Members shall then be responsible for the premium payments through the month in which they return. Members returning to work on or before the seventh (7th) day of the month shall have their premiums paid for that month. Members resigning or transferring to another unit shall have their premium paid through the end of the month in which the resignation or transfer becomes effective.
- E. The Board will pay a maximum of \$458.33 per month for single subscribers, \$916.67 per month for two person subscribers and \$1,250 per month for full family subscribers. The monthly amount paid by the Board shall adjust annually on July 1 to the maximum amount permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. The remaining monthly cost for the employee's elected medical plan premiums and deductibles shall be paid by the employee.

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

Article VII
Negotiation Procedures

- A. It is understood that matters not specifically covered by the Agreement, but of common concern to the parties, shall, upon consent of both parties, be subject to negotiation. The parties will undertake to cooperate in arranging meetings, selecting representatives for such discussions, furnishing necessary information and otherwise constructively considering and resolving any such matters.

- B. At least sixty (60) days prior to the expiration of this Agreement the parties will likewise begin negotiations for a new Agreement covering wages, hours, terms, and conditions of employment of Association members employed by the Board of Education.

- C. Neither party shall have control over the selection of the other bargaining team members.

- D. In any negotiations, it is recognized that all agreements are tentative until completion of the total Agreement and until the Agreement has been signed by the representatives of both parties.

Article VIII
Grievance Procedures

- A. A grievance is an alleged violation, misinterpretation or misapplication of this Agreement. The "grievant" is the employee or Association alleging violation of the specific and express terms of the Agreement.

- B. All grievances shall be handled by the following procedures:

Step 1. The grievant, either alone or with an Association representative, shall first discuss the grievance with the supervisor within five (5) work days of the alleged occurrence in an attempt to resolve the grievance informally.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing and presented to the supervisor within five (5) work days

after the original informal conference under Step 1 of this procedure. The written grievance shall be presented to and discussed with the immediate supervisor by either the grievant or the Association. Within five (5) work days after the receipt of the written grievance, the supervisor shall render his/her written decision to the Association and to the grievant.

Step 3. Within five (5) work days after the receipt of the supervisor's written decision, the grievance may be (by the Association or grievant) appealed to the Superintendent or his/her designee. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2. Within five (5) work days after receipt of the appeal, the Superintendent or his/her designee shall investigate the grievance and shall communicate his/her findings in writing to the Association, grievant, and to the supervisor.

Step 4. If the alleged grievance is not resolved at Step 3, the grievant or the Association may submit the grievance to the Board of Education within five (5) work days after receipt of the written decision of the Superintendent or his/her designee. The Board shall hear the grievance at the next regularly scheduled meeting after receipt and shall render its written decision within five (5) work days of the hearing to the grievant and/or the Association.

Procedure: Written grievances as required herein, shall contain the following:

- a. It shall be signed by the grievant or Association representative;
- b. It shall contain a synopsis of the facts giving rise to the alleged violation;
- c. It shall cite the section or subsections of this contract alleged to have been violated;
- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

Article IX
Miscellaneous Provisions

- A. Copies of this Agreement shall be printed at Board expense. The Board will provide a copy of the Agreement for each Association member. In addition to a copy of this Agreement, new members shall receive appropriate insurance and retirement forms at time of hire.

- B. The Agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board and the Association. In the event any provision of this Agreement shall at any time be held to be contrary to the law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

- C. When a scheduled day of school/work is canceled, Association members shall not be required to report to work. No loss of pay shall be incurred. When a scheduled day of school/work is delayed, Association members shall report as near as possible to regular starting times.

- D. An Association member directed by the building principal to drive his/her personal automobile for school business shall receive a mileage allowance at the IRS' established rate per mile. It is understood that this is on-the-job participation.

- E. When an Association member upgrades his/her skills by taking job related workshops which have previously been approved by the Board of Education, tuition and book fees incurred will be assumed by the Board upon successful completion of the course. When an Association member is required by the Board to upgrade his/her skills by taking courses, all expenses incurred will be assumed by the Board.

- F. All Association members shall receive, not later than October 1st, a report of their step on the salary schedule, salary for the year, the number of pay periods as well as the salary for each pay period and their accumulated number of sick days.

- G. The Board shall make payroll deductions available upon written authorization and approval by the Superintendent for Association members as are provided for all other school employees.
- H. When call backs for overtime are necessary, such call backs shall be made to the unit employees who normally would be assigned to do the type of work to be completed.
- I. An updated seniority list shall be published as of October 1st of each year.
- J. All unit members will, if asked, be required to participate in open house, parent-teacher conferences, etc., without additional compensation. Such requests will be limited to eight (8) hours per contract year and the Association members in each building will rotate and/or share these duties so that no one member is asked to continually perform these duties.
- K. If an Emergency Financial Manager is appointed by the State of PA 4 of 2011, Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the Collective Bargaining Agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

Article X
Evaluation

- A. Each employee's job performance shall be evaluated annually in writing by the immediate supervisor.
- B. If the employee has any questions regarding his/her evaluation, the employee may request a conference regarding the evaluation.
- C. The evaluation report shall be signed by the employee, as evidence of having seen or read the evaluation report. In addition, space shall be provided on the evaluation form for employee comments.

- D. If a disciplinary demotion of an Association member is to be considered because of inadequacies observed in the member's work, such action must be preceded by:
1. Clear direction to the Association member that he/she must improve and the consequences of failure to do so.
 2. Opportunity and time for the Association member to make improvement upon mutual agreement of both parties.
 3. Identification of the specific ways in which the employee is to improve and documented direction from administrators and school district resources to help the Association member improve.

Article XI
Protection of Association Members

- A. The Board will continue its policy of non-discrimination with respect to any Association member by reason of race, creed, color, national origin, gender, marital status, disability, membership in, or association with, the activities of any bargaining unit organizations.
- B. No Association member shall be disciplined, reprimanded, suspended, reduced in rank, or discharged without just cause. There will be a policy of progressive discipline which minimally includes verbal warning, written warning, reprimand, suspension without pay, with discharge as a final and last resort. Any action taken against an Association member shall relate only to the said violation and not to other aspects contained in previous evaluations. The Association recognizes that if an employee engages in a serious breach, the employee may be subject to severe discipline. The severity of the discipline may be grievable.
- C. An Association member shall be entitled to have present a representative of the Association during any disciplinary action when such action will become part of the Association member's file. When a request for such representation is made, no action shall be taken with respect to the Association member until a readily available representative of the

Association is present. Further, in the event disciplinary action is to be taken, the Association member shall be advised of the right to representation under this provision of the Agreement prior to action being taken.

- D. An employee will have the right to review the contents of his/her personnel file excluding initial references; and to have a representative of the Association accompany him/her in such a review.

Article XII
Working Hours

- A. The Board and Association recognize the principle of a standard forty (40) hour week and will set work schedules and make assignments which can reasonably be completed within such a period. The Board will not regularly require Association members to work in excess of such time. If overtime is required, the Association member shall be compensated at the individual's hourly rate for the first two and one-half hours (2.5) and time and one-half (1.5) for over forty (40) hours.
- B. Seven and one half (7.5) hours per day, including one-half (.5) hour lunch, five (5) days per week shall be the schedule for all unit members. The Superintendent will arrange a yearly calendar for days worked. All clerical help will work on the scheduled days and observe the full work hours, otherwise pay may be deducted.
- C. Association members may, with the approval of the Superintendent, share full time positions. All salary and benefits which would apply to the position shall be prorated. All other conditions shall be determined by the administration.
- D. Part-time hours and pay will be based on the following schedule:
 - Two (2) hours/day = 25% of pay schedule
 - Four (4) hours/day = 50% of pay schedule
 - Six (6) hours/day = 75% of pay schedule

Article XIII
Compensation

- A. The salaries of the members covered by this Agreement are set forth in Appendix A, which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this Agreement. Each year, all employees shall be eligible to receive a one-step increase until the employee has reached the top step of the salary schedule.

Work Year: The work year of the members covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Employees cannot be requested to return to work outside of the established work year.

Paid holidays recognized by the administration are:

1. Independence Day
2. Labor Day
3. Thanksgiving break corresponding to Teachers' Thanksgiving Break
4. Christmas break corresponding to Teachers' Christmas Break
6. Easter break corresponding to Teachers' Easter Break
7. Memorial Day
8. Martin Luther King Jr. Day
9. February Break corresponding to Teachers' February Break
9. One floating holiday for all members (day to be determined)

Appendix A
Compensation

All employees covered by this Agreement shall be compensated as per the following schedule:

Pay Period - Two (2) Week Intervals over 24 pay periods

General Secretarial and Principal's Secretary:

	<u>2012-2013</u>	<u>2013-2014</u>
Step 1 -	\$1,079	TBD
Step 2 -	\$1,095	TBD
Step 3 -	\$1,116	TBD
Step 4 -	\$1,150	TBD
Step 5 -	\$1,208	TBD
Step 6 -	\$1,265	TBD
Step 7 -	\$1,322	TBD
Step 8 -	\$1,379	TBD

In addition to the above, the principal's secretary shall receive an additional four percent (4%).

*Any person employed as of June 30, 2005 shall be grandfathered under the following schedule:

	<u>09-10</u>	<u>10-11</u>	<u>11-12</u>
General Secretary	\$1,568	\$1,568	\$1,568
Principal Secretary	\$1,644	\$1,644	\$1,644

For 2012-2013, there is no increase to the pay scale and no steps awarded to group members. The contract will re-open for the purpose of negotiating compensation for 2013-2014.

Appendix B

Work year dates as set forth in this agreement are from the second Monday in August through the third Friday in June. Beginning and ending dates can be shifted but days cannot be added to the schedule. Shifting dates can only be through a mutual agreement between the secretary and building principal. Such agreement must be made in writing and must be signed by both parties. Beginning and ending dates for the upcoming school year must be decided prior to June 1 of that year.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in effect until the end of the contract year June 30, 2014. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on that date indicated.

JEFFERSON SCHOOLS
BOARD OF EDUCATION

JEFFERSON SCHOOLS
CLERICAL ASSOCIATION

Mark Wahlie, President

Peggy Langford,
Bargaining Representative

Rick Kull, Vice-President

Judy Campbell, Treasurer

Tammy Morales,
Bargaining Representative

Ruth Flynn, Secretary

Dail Prucka, Parliamentarian

Brian Russell, Trustee

Russ Terrasi, Trustee