

MASTER AGREEMENT

BETWEEN

JEFFERSON SCHOOLS, MONROE COUNTY, MICHIGAN

AND

JEFFERSON CENTRAL OFFICE

JULY 1, 2012– JUNE 30, 2014

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Article 1
Recognition

This agreement is designed to cover all persons performing clerical or bookkeeping duties covering district wide functions.

Article 2
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 the 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 condition 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 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.
- E. If an Emergency Financial Manager is appointed by the State under 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 3
Paid Leaves

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

- Ten month staff members - 12 days per year accumulative to 65 days
- Eleven month staff members - 13 days per year accumulative to 65 days
- Twelve month staff members - 15 days per year accumulative to 65 days

As an option to accumulating unused sick days toward a maximum accumulation of sixty five (65) days, members may elect to be paid for up to fifteen (15) accumulated sick days annually. Payment for annual accumulated sick leave must be requested by the employee in writing prior to December 1st following the school year within which the sick days were accumulated. Payment will be made at one-half (50%) of the employees' compensated rate at the end of the school year.

Sick days will not be compensated upon employee termination.

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 or physical

disability, as well as injury or disability incurred in the course of employment.

B. Personal Business Leave.

1. The parties agree that 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.
 - 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 the cases of an emergency; in such case, the employee shall apply as soon as possible. This form must be filed with the Supervisor.
 - 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 Superintendent or his/her designee.
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.

4. Unused Days: Unused Personal Business Days are not accumulative (either as Personal or Sick days), nor are they compensated at the end of the school year.

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.

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) days, when required, shall also 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 established by the Superintendent of Schools.

- 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 4
Unpaid Leaves

- A. Leaves of absence without pay shall be granted for any of the following reasons:
1. All 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 may be extended upon approval of the superintendent or his/her designee for a period not to exceed six (6) months. Such leave may require a physician's statement.

2. The Family and Medical Leave Act (FMLA) is a federal law, which became effective on August 5, 1993. It provides employees with up to (12) workweeks of unpaid, job-protected leave a year and requires group benefits be maintained during the leave. The U.S. Department of Labor has issued detailed regulations interpreting the FMLA. A written request must be submitted to and approved by the superintendent prior to the start of any FMLA leave, and the district will comply fully with federal FMLA requirements in granting such 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 a leave of absence (more than twelve (12) months) may return, upon the expiration of his/her leave, to his/her former position, or to another position in the school system, providing:
 - a. A position is available (vacant).
 - b. The person is qualified to assume the responsibilities of such position.

In the event no position is available (vacant), or if the person does not possess the necessary qualifications for the vacant position, he/she shall be given the first position available for which he/she has the qualifications as determined by the administration. Failure to report within ten (10) days of assignment shall constitute a resignation on the part of the employee.

6. All members on leave of absence (twelve (12) months or less) may return upon the expiration of their leave, to their former position.

Article 5
Transfer and Promotion

If an assignment becomes vacant or a new position is created within the offices of the Jefferson Schools, the members will be notified of the vacancy by posting. The position may be filled from written applications from one (1) of the members or an outside person may be employed.

Article 6
Insurance

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 whether as a ten (10), eleven (11), or twelve (12) month employee.

a. Health insurance for the contractual period for the employee and his/her entire family and any other eligible dependents.

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	100/90/90: \$3,000
Plan Month - July	(\$1,000 Class I & II Maximum)

c. Employees not electing to receive health insurance coverage 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	100/90/90: \$3,000
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.

- B. No benefits shall be paid for part-time employees (less than seven (7) hours per day).
- C. Premium Payment:
 - a. Enrolled employees shall contribute a minimum seventy-five (\$75.00) per month toward the cost of the monthly health insurance premium.
 - b. 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.
- D. Changes to the group insurance will be patterned after negotiated settlement with the Jefferson Education Association (JEA).
- E. The District and the Central Office Clerical Group will explore health insurance benefit options comparable to MESSA Choices II through other providers, and the Central Office Clerical Group will consider changing insurance providers.
- F. The maximum amount paid by the Board for medical plan premiums and deductibles shall adjust annually on July 1 to the maximum amount permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. For the fiscal year July 1, 2012 through June 30, 2013, the Board will pay a maximum of \$458.33 per month for single subscribers, \$916.67 per month for two person subscribers and \$1,250.00 per month for full family subscribers. 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 7
Grievance Procedures

The order in which a grievance shall be presented in writing is as follows:

- A. To the office supervisor. If satisfaction is not reached within ten (10) working days, the grievance shall be submitted to:
- B. The superintendent of schools or designee. If satisfaction is not reached within ten (10) working days, the grievance shall be submitted to:
- C. The Board of Education. The decision of the Board shall be final.

Article 8
Evaluation

- A. Each member's job performance shall be evaluated at least every two (2) years, in writing, by the immediate supervisor.
- B. If the member has any questions regarding his/her evaluation, the member may request a conference regarding the evaluation.
- C. The evaluation report shall be signed by the member, 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 a 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 member that he/she must improve and the consequences of failure to do so.
 - 2. Opportunity and time for the 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 member improve.

Article 9
Working Hours

A. All members shall work eight (8) hours per day, including a one (1) hour lunch period or seven and one-half (7.5) hours including a one-half (.5) hour lunch period, five (5) days per week. The superintendent will arrange a yearly calendar for days worked. When a scheduled day of work is canceled, employees shall not be required to report for work and shall be paid. If an employee is required to report to work, that employee shall receive compensating time. When school is delayed, employees will report as soon as conditions permit.

1. During the Summer break – from the last week of June until the second week of August – members will be permitted to have a flexible, 4-day work schedule. During this period, the weekly number of hours worked will be equivalent to those worked during employees’ regular 5-day workweek.

B. All members will observe the holiday schedule as follows:
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
5. Easter break corresponding to Teacher’s Easter Break
6. Memorial Day
7. Winter Break corresponding to Teachers’ Winter Break
8. Martin Luther King, Jr. Day

Holidays not observed due to school being in session shall be rescheduled. However, Winter Break shall be lost without compensation if not observed.

C. In addition to the designated holidays in Article 9, Section B, employees will receive one (1) floating holiday. Unused floating holidays are not accumulative, nor are they compensated at the end of the school year.

Article 10
Vacation/Compensation

All members will be granted annual non-accumulative vacations with pay and benefits as follows:

<u>Ten Month Employees</u>	<u>Eleven Month Employees</u>	<u>Twelve Month Employees</u>
After 5 years - 1 week	1 - 4 years - 1 week	0 - 4 years - 2 weeks
	After 5 years - 2 weeks	5 - 10 years - 3 weeks
		After 10 years - 4 weeks

Vacation time eligibility shall be computed as of July 1st each year. The employee's length of service as of that date shall be used in determining the vacation period for the employee. Vacation time is earned on a pro-rated basis throughout the year, and usage shall be approved in advance by the superintendent or his/her designee.

Employees will be compensated for the unused portion of the annual vacation days at year end at their per diem rate.

All members shall be compensated as per Appendix A of this Agreement.

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

Article 11
Duration of Agreement

This agreement shall expire June 30, 2014.

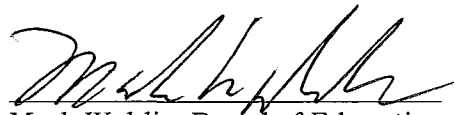
Appendix A
Compensation

	2012-13	2013-14
1. Controller	\$57,357	TBD
2. Executive Administrative Assistant to the Superintendent	\$51,769	TBD
3. Payroll Supervisor	\$46,500	TBD
4. Business & Purchasing Analyst	\$46,500	TBD
5. Curriculum, Grants & Special Programs Secretary	\$43,503	TBD
6. Administrative Assistant to the Director of Athletics and Recreation	\$43,503	TBD
7. Administrative Assistant to the Director of Support Services	\$43,503	TBD

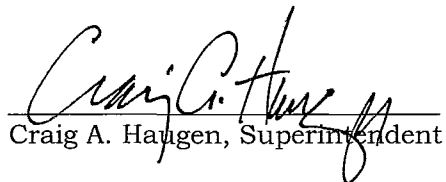
2012-2013 0% Salary Increase

2013-2014 Contract will be re-opened to negotiate salaries and benefits

Jefferson School District



Mark Wahlie, Board of Education
President



Craig A. Haugen, Superintendent

Central Office Group



Lori Reaume, Bargaining
Representative